

**AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF
BARBADOS REGARDING THE SHARING OF FORFEITED OR CONFISCATED ASSETS
AND EQUIVALENT FUNDS**

THE GOVERNMENT OF CANADA and THE GOVERNMENT OF BARBADOS, hereinafter referred to as “the Parties”,

CONSIDERING the commitment of the Parties to cooperate in the United Nations Convention against the Illicit Traffic in Narcotic Drugs and Psychotropic Substances of December 20, 1988;

DESIRING to improve the effectiveness of law enforcement in both countries in the investigation, prosecution and suppression of crime and in the tracing, freezing, seizure and forfeiture or confiscation of assets related to crime; and

DESIRING also to create a framework for sharing the proceeds of disposition of such assets;

HAVE AGREED as follows:

1. Where one Party (the Assisting Party) has participated in investigations or proceedings resulting in a confiscation or a forfeiture or the payment of funds equivalent to a forfeiture in the jurisdiction of the other Party (the Assisted Party), the Assisted Party may, consistent with its domestic laws, share with the Assisting Party the net proceeds realized.

2. For the purposes of this Agreement, the expression “forfeiture or the payment of funds equivalent to a forfeiture” means,

for Canada, an order of forfeiture of assets related to crime or the payment of funds equivalent to a forfeiture, either of which order is made on behalf of Her Majesty the Queen in right of Canada;

for Barbados, an order for the forfeiture of assets to the Crown in right of Barbados or for the payment of money to the Crown in right of Barbados in place of such forfeiture, being an order made under a law providing for such forfeiture or payment.

3. Amounts to be shared and the proportion of such amounts to be received by the Assisting Party shall be determined in accordance with the laws of the Assisted Party.

4. Sharing pursuant to this Agreement shall be between the Government of Canada and the Government of Barbados. The Assisted Party shall not place any conditions in respect of the use of amounts paid nor shall it make any payments conditional on the Assisting Party sharing them with any state, government, organization or individual.

5. The Assisting Party may bring to the attention of the Assisted Party through the channels of communication identified in Article 7 herein any cooperation provided by the Assisting Party that led, or is expected to lead, to a forfeiture or the payment of funds equivalent to a forfeiture.

6. Shares payable pursuant to Article 1 shall be paid in the currency of the Assisted Party. In cases where Canada is the Assisting Party, payments shall be made to the Receiver General of Canada (Proceeds Account) and sent to the Director of the Seized Property Management Directorate. In cases where Barbados is the Assisting Party, payments shall be expressed to be payable to the Attorney General of Barbados and shall be sent to the Attorney General of Barbados, who is the Barbados Central Authority for the purposes of this Agreement, or such other person as the Barbados Central Authority may in writing designate.

7. The channels of communication for all matters concerning the implementation of this Agreement shall be, for Canada, the Director of the Strategic Prosecution Policy Section and for Barbados, the Barbados Central Authority.

8. Each Party shall notify the other of any change regarding the authorities identified in Articles 6 and 7.

9. This Agreement shall enter into force upon signature.

10. Either Party may terminate this Agreement, at any time, by giving written notice to the other Party. Termination shall become effective six months after receipt of the notice.

DONE in duplicate at Bridgetown, this 26th day of February 2001, in duplicate in the English and French Languages, each text being equally authentic.

FOR THE GOVERNMENT OF CANADA

Sandelle D. Scrimshaw

FOR THE GOVERNMENT OF BARBADOS

Charles Leacock