



Vedhæftet dokument er en scannet version af aftale om

- udveksling af skatteoplysninger (Tax Exchange Information Agreement (TIEA))
- undgåelse af dobbeltbeskatning af virksomheder der har fly eller skibe i internationalt område
- undgåelse af dobbeltbeskatning af individuelle borgere
- udveksling af informationer om beregning af indtægt fra virksomhedsdrift

imellem Cayman Islands og Grønland.

Aftalen foreligger kun på engelsk, og kan også findes på OECD's hjemmeside. Aftalen trådte i kraft den 24. marts 2012.

COMPETENT AUTHORITY AGREEMENT
BETWEEN
CAYMAN ISLANDS TAX INFORMATION AUTHORITY
AND
GREENLAND TAX AUTHORITY

Whereas the Government of the Cayman Islands and the Government of Greenland have entered into an Agreement concerning Information on Tax Matters; and

Whereas the competent authorities of each jurisdiction have considered it desirable to record certain practical and operational matters pertaining to the implementation and administration of this Agreement;

The competent authorities have agreed as follows:

1. DEFINITIONS

- 1.1 "*Cayman Authority*" means the Cayman Islands Tax Information Authority.
- 1.2 "*Greenlandic Authority*" means the Greenland Tax Authority.
- 1.3 "*Agreement*" means the Agreement concerning Information on Tax Matters between the Government of Greenland and the Government of the Cayman Islands dated 1 April 2009.
- 1.4 "*CAA*" means this Competent Authority Agreement.
- 1.5 "*proceedings*" means either civil or criminal proceedings which are live in the courts of the jurisdiction making a request, and in respect of which the information requested is required for use as evidence for the purposes of, and in the course of, such live proceedings.
- 1.6 "*related investigations*" means investigations in connection with and consequential upon *proceedings*.

2. PURPOSE AND SCOPE OF CAA

- 2.1 The purpose of this *CAA* is to facilitate the implementation and administration of the *Agreement* in respect of such matters pertaining to the operation of the *Agreement* as the *Cayman Authority* and the *Greenlandic Authority* may from time to time mutually determine.

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- 2.2 The *Cayman Authority* and the *Greenlandic Authority* will consult with each other on a regular basis in order to ensure the proper and efficient operation of the *Agreement* and this *CAA*.
- 2.3 The *Cayman Authority* and the *Greenlandic Authority* take note of the Commentary to the OECD Model Agreement on Exchange of Information and in particular the paragraphs in relation to Article 5 (Exchange of Information upon Request).
- 2.4 This *CAA* does not create legal obligations in either international law or in the domestic laws of the Cayman Islands or Greenland.

3. SUBMISSION AND EXECUTION OF REQUESTS

- 3.1 Requests should be made substantially in the form in **Appendix 1** or in such other standard form as the competent authorities may agree, including such standard form as may be agreed by the OECD. Requests for interview and examination should be made in accordance with paragraph 5 of this *CAA*.
- 3.2 The *Cayman Authority* will send a formal acknowledgement of a request to the *Greenlandic Authority* within 10 working days of receipt.
- 3.3 Subject to the requirements of confidentiality in the *Agreement* being maintained, fax or email may be used for the submission of requests and related formal documents.
- 3.4 The *Cayman Authority* and the *Greenlandic Authority* will advise each other on a regular basis of their most convenient and effective telephone, fax and email contact details.

4. CONFIDENTIALITY

- 4.1 All requests, all other formal notices and documents and all correspondence or any other communications in whatever form relating to any request, including all information produced in the course of executing a request, are acknowledged to be confidential in accordance with the provisions of the *Agreement*.
- 4.2 The *Cayman Authority* will maintain such confidentiality at all times, including in the course of executing any request in accordance with its domestic procedures.
- 4.3 Subject to such confidentiality, the *Cayman Authority* may use extracts or excerpts from or summaries of any of the items specified in paragraph 4.1 for the purposes of executing the request.
- 4.4 Subject to such confidentiality, the *Cayman Authority* may disclose and produce any or all of the items specified in paragraph 4.1 to a Judge of the Grand Court of the Cayman Islands in connection with any application or other part of any procedure pertaining to the execution of a request.

4.5 The provisions of this section survive the termination of this *CAA*.

5. CONDUCT OF EXAMINATIONS

- 5.1 This section relates to a request for interview and examination pursuant to Article 6 (1) of the *Agreement*.
- 5.2 Where the *Greenlandic Authority* seeks permission for its representatives to enter the Cayman Islands to interview and examine the records of a specified person, the *Greenlandic Authority* must make its request for permission to the *Cayman Authority* in writing. The request should generally follow the form in **Appendix 1** as nearly as is practicable having regard to the nature of a request for an interview and/or examination.
- 5.3 The *Cayman Authority* will advise the specified person in writing of the request for interview and/or examination and that his written consent is required for the interview and/or examination.
- 5.4 The *Cayman Authority* will assist the *Greenlandic Authority* in the arrangements for its representative to enter the Cayman Islands.
- 5.5 Interviews and examinations will be conducted in accordance with a procedure agreed between the competent authorities. Any person interviewed or examined is entitled to be advised by his legal representative.
- 5.6 The *Cayman Authority* may attend and observe any interview and examination but may not participate.

6. COSTS

- 6.1 The *Greenlandic Authority* shall reimburse the *Cayman Authority* for all extraordinary costs incurred in providing information pursuant to the *Agreement*. Extraordinary costs do not include ordinary administrative and overhead expenses incurred in reviewing and responding to information requests submitted by the *Greenlandic Authority*.
- 6.2 Subject to prior consultation and agreement by the competent authorities, the following costs shall be reimbursed as extraordinary costs by the *Greenlandic Authority*:
- a) exceptional costs for obtaining and conveying documents or records to the *Greenlandic Authority*;

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- b) reasonable costs for obtaining interviews, depositions or testimony where such procedures have been employed at the request of the *Greenlandic Authority*;
 - c) reasonable third party costs for engaging experts, interpreters/translators retained at the request of the *Greenlandic Authority*; and
 - d) reasonable legal fees for non-government counsel appointed or retained, at the request of the *Greenlandic Authority*, for litigation in the courts of the Cayman Islands related to a specific request for information.

6.3 The competent authorities agree to consult to determine whether a particular cost other than those referred to in a) to d) above should be considered as extraordinary. In determining whether or not costs should be considered as extraordinary, the competent authorities agree to take proper account of international developments, including any guidance issued by the OECD.

7. GENERAL

- 7.1 This CAA shall begin to apply on the last of the dates of the signing of both competent authorities.
- 7.2 Amendments or alterations to this CAA must be made in writing and be signed by both competent authorities. Such amendments or alterations will begin to apply on the last of the dates of the signing of both competent authorities.
- 7.3 Where the *Agreement* is terminated in accordance with its terms, this CAA will automatically terminate on completion of the execution of all outstanding requests made up to the effective date of termination of the *Agreement*. Notwithstanding such termination, the competent authorities shall remain bound by the confidentiality provisions of Article 8 of the *Agreement*.
- 7.4 This CAA has been done in duplicate in the English language.

**AGREEMENT
BETWEEN
THE GOVERNMENT OF GREENLAND
AND
THE GOVERNMENT OF THE CAYMAN ISLANDS**

**FOR THE AVOIDANCE OF DOUBLE TAXATION WITH RESPECT TO
ENTERPRISES OPERATING SHIPS OR AIRCRAFT IN INTERNATIONAL
TRAFFIC**

The Government of Greenland and the Government of the Cayman Islands,

- desiring to conclude an agreement for the avoidance of double taxation with respect to enterprises operating ships or aircraft in international traffic,
- considering that the Government of Greenland concludes this agreement on behalf of the Kingdom of Denmark pursuant to the Act on the Conclusion of Agreements under International Law by the Government of Greenland,

have agreed as follows:

Article 1

Definitions

1. For the purposes of this Agreement, unless the context otherwise requires:
 - (a) the terms "a Party" means Greenland or the Cayman Islands, as the context requires; the term "Parties" means Greenland and the Cayman Islands;

- (b) the term “Greenland” means the landmass of Greenland and its territorial waters and any area outside the territorial waters where Denmark or Greenland according to domestic legislation and in accordance with international law, may exercise its rights with respect to the seabed and subsoil and their natural resources;
- (c) the term "the Cayman Islands" means territory of the Cayman Islands and includes the territorial sea, areas within the maritime boundaries of the Cayman Islands and any area within which in accordance with international law the rights of the Cayman Islands with respect to the seabed and sub-soil and their natural resources may be exercised;
- (d) the term "person" includes an individual, a company and any other body of persons;
- (e) the term “company” means any body corporate or any entity that is treated as a body corporate for tax purposes;
- (f) the term “resident of a Party” means
 - (i) in Greenland, any person who, under the law of Greenland, is liable to tax therein by reason of his domicile, residence, place of management, place of incorporation or any other criterion of a similar nature; this term, however, does not include an individual who is liable to tax in that Party in respect only of income from sources in that Party;
 - (ii) in the Cayman Islands, any person who, under its laws, is recognised as a resident by reason of his or its domicile, residence, place of incorporation, place of effective management or other criterion of a similar nature, provided that an entity shall not be deemed to be resident in the Cayman Islands unless its effective management is carried on in the Cayman Islands;
- (g) the term "enterprise of a Party" means an enterprise, carried on by a resident of a Party;
- (h) the term “enterprise” applies to the carrying on of any business;
- (i) the term "international traffic" means any transport by a ship or aircraft operated by an enterprise of a Party, except when the ship or aircraft is operated solely between places in the other Party;
- (j) the term “income derived from the operation of ships or aircraft in

international traffic” means revenues, gross receipts and profits derived from:

- i) such operation of ships or aircraft for the transport of passengers or cargo;
- ii) the rental on a charter basis of ships or aircraft where the rental is ancillary to the operation of ships or aircraft in international traffic;
- iii) the sale of tickets or similar documents and the provision of services connected with such operation, either for the enterprise itself or for any other enterprise, where such sale of tickets or similar documents or provision of services is directly connected with or ancillary to the operation of ships or aircraft in international traffic;
- iv) the use, maintenance or rental of containers (including trailers and related equipment for the transport of containers) used for the transport of goods or merchandise, where the use, maintenance or rental is directly connected with or ancillary to the operation of ships or aircraft in international traffic;
- v) interest on funds deposited directly in connection with the operation of ships or aircraft in international traffic;

(k) the term "competent authority" means:

- i) in the case of Greenland, the Minister of Finance or his authorised representative;
- ii) in the case of the Cayman Islands, the Tax Information Authority or a person or authority designated by it.

2. As regards the application of the Agreement at any time by a Party, any term not defined therein shall, unless the context otherwise requires, have the meaning that it has at that time under the law of that Party, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

Article 2

Avoidance of double taxation

1. Income derived from the operation of ships or aircraft in international traffic by an enterprise of a Party shall be taxable only in that Party.

2. Gains derived from the alienation of ships or aircraft or movable property pertaining to the operation of ships and aircraft in international traffic by an enterprise of a Party shall be taxable only in that Party.

3. The provisions of paragraphs 1 and 2 shall also apply to income and gains derived by an enterprise of a Party from the participation in a pool, a joint business or an international operating agency.

Article 3

Mutual agreement procedure

1. Where a person considers that the actions of one or both of the Parties result or will result for him in taxation not in accordance with the provisions of this Agreement, he may, irrespective of the remedies provided by the domestic law of those Parties, present his case to the competent authority of the Party of which he is a resident. The case must be presented within three years from the first notification of the action resulting in taxation not in accordance with the provisions of the Agreement.

2. The competent authority shall endeavour, if the objection appears to it to be justified and if it is not itself able to arrive at a satisfactory solution, to resolve the case by mutual agreement with the competent authority of the other Party, with a view to the avoidance of taxation which is not in accordance with the Agreement. Any agreement reached shall be implemented notwithstanding any time limits in the domestic law of the Parties.

3. The competent authorities of the Parties shall endeavour to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the Agreement.

4. The competent authorities of the Parties may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs.

Article 4

Entry into force

1. This Agreement shall enter into force on the thirtieth day after the later of the dates on which each of the Parties has notified the other in writing that the procedures required by its law have been complied with. The Agreement shall have effect on taxes chargeable for any tax year beginning on or after the first day of January of the year next following that in which this Agreement enters into force.

2. The Agreement shall be applicable provided that the Agreement signed on 1 April 2009 between the Government of the Cayman Islands and the Government of Greenland concerning information on tax matters has effect.

Article 5

Termination

This Agreement shall remain in force until terminated by a Party. Either Party may terminate the Agreement by giving written notice of termination at least six months before the end of any calendar year. In such event, the Agreement shall cease to have effect on taxes chargeable for any tax year beginning on or after the first day of January of the year next following the end of the six months period.

In witness whereof the undersigned being duly authorised thereto have signed this Agreement.

**AGREEMENT
BETWEEN
THE GOVERNMENT OF GREENLAND
AND
THE GOVERNMENT OF THE CAYMAN ISLANDS**

FOR THE AVOIDANCE OF DOUBLE TAXATION ON INDIVIDUALS

The Government of Greenland and the Government of the Cayman Islands,

- desiring to conclude an Agreement for the avoidance of double taxation on individuals with respect to taxes on income,
- considering that Greenland, under the terms of the legislation on Greenland Home Rule and the conclusion of agreements under international law by the Greenland Government, has the jurisdiction to negotiate, conclude and enter into agreements on tax matters,

have agreed as follows:

**Article 1
Individuals covered**

This Agreement shall apply to individuals who are residents of one or both of the Parties.

Article 2
Taxes covered

1. The existing taxes to which the Agreement shall apply are:

(a) in the case of the Cayman Islands: any tax imposed by the Cayman Islands which is substantially similar to the existing taxes of Greenland to which this Agreement applies (hereinafter referred to as “Cayman Islands tax”);

(b) in the case of Greenland:

(i) the homerule tax;

(ii) the special homerule tax;

(iii) the municipal tax and

(iv) the intermunicipal tax

(hereinafter referred to as “Greenlandic tax”).

2. The Agreement shall apply also to any identical or substantially similar taxes that are imposed after the date of signature of the Agreement in addition to, or in place of, the existing taxes. The competent authorities of the Parties shall notify each other of any significant changes that have been made in their taxation laws concerning individuals.

Article 3
General definitions

1. For the purposes of this Agreement, unless the context otherwise requires:

(a) the term “a Party” means the Cayman Islands or Greenland, as the context requires; the term “Parties” means the Cayman Islands and Greenland;

(b) the term “Cayman Islands” means the territory of the Cayman Islands and includes the territorial sea, areas within the maritime boundaries of the Cayman Islands and any area within which in accordance with international law the rights of the Cayman Islands with respect to the seabed and sub-soil and their natural resources may be exercised;

(c) the term “Greenland” means the landmass of Greenland and its territorial waters and any area outside the territorial waters where Denmark or Greenland

according to domestic legislation and in accordance with international law, may exercise its rights with respect to the seabed and subsoil and their natural resources;

(d) the term “competent authority” means;

(i) in the case of the Cayman Islands, the Tax Information Authority or a person or authority designated by it;

(ii) in the case of Greenland, the Minister of Finance or his authorised representative or the authority which is designated as a competent authority for the purpose of this Agreement;

(e) the term “enterprise” applies to the carrying on of any business;

(f) the term “international traffic” means any transport by a ship or aircraft operated by an enterprise of a Party, except when the ship or aircraft is operated solely between places in the other Party.

2. As regards the application of the Agreement at any time by a Party, any term not defined therein shall, unless the context otherwise requires, have the meaning that it has at that time under the law of that Party, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

Article 4

Resident

1. For the purposes of this Agreement, the term “resident of a Party” means:

(a) in Greenland, any individual who, under the laws of Greenland, is liable to tax therein by reason of his domicile, residence or any other criterion of a similar nature. This term, however, does not include an individual who is liable to tax in Greenland in respect only of income from sources in Greenland;

(b) in the Cayman Islands, any individual, who under its laws, is recognised as a resident by reason of his domicile, residence or any other criterion of a similar nature.

2. Where by reason of the provisions of paragraph 1 an individual is a resident in both Parties, then his status shall be determined as follows:

(a) he shall be deemed to be a resident only of the Party in which he has a permanent home available to him; if he has a permanent home available to him in

both Parties, he shall be deemed to be a resident only of the Party with which his personal and economic relations are closer (centre of vital interests);

(b) if the Party in which he has his centre of vital interests cannot be determined, or if he has not a permanent home available to him in either Party, he shall be deemed to be a resident only of the Party in which he has an habitual abode;

(c) if he has an habitual abode in both Parties or in neither of them, the competent authorities of the Parties shall settle the question by mutual agreement.

Article 5

Income from employment

1. Subject to the provisions of Articles 6, 7, 8 and 9, salaries, wages and other similar remuneration derived by a resident of a Party in respect of an employment shall be taxable only in that Party unless the employment is exercised in the other Party. If the employment is so exercised, such remuneration as is derived therefrom may be taxed in that other Party.

2. Notwithstanding the provisions of paragraph 1, remuneration derived by a resident of a Party in respect of an employment exercised in the other Party shall be taxable only in the first-mentioned Party if:

(a) the recipient is present in the other Party for a period or periods not exceeding in the aggregate 183 days in any twelve month period commencing or ending in the fiscal year concerned; and

(b) the remuneration is paid by, or on behalf of, an employer who is not a resident of the other Party; and

(c) the remuneration is not borne by a fixed place of business through which the business is wholly or partly carried on which the employer has in the other Party.

3. Notwithstanding the preceding provisions of this Article, remuneration derived in respect of an employment exercised aboard a ship or aircraft operated in international traffic by an enterprise of a Party, may be taxed in that Party.

Article 6

Directors' fees

Directors' fees and other similar payments derived by a resident of a Party in his capacity as a member of the board of directors of a company which is resident of the other Party may be taxed in that other Party.

Article 7

Artistes and sportsmen

1. Income derived by a resident of a Party as an entertainer, such as a theatre, motion picture, radio or television artiste, or a musician, or as a sportsman, from his personal activities as such exercised in the other Party, may be taxed in that other Party.

2. Where income in respect of personal activities exercised by an entertainer or a sportsman in his capacity as such accrues not to the entertainer or sportsman himself but to another individual or legal entity, that income may be taxed in the Party in which the activities of the entertainer or sportsman are exercised.

Article 8

Pensions

1. Pensions and other similar remuneration, disbursements under the Social Security legislation and annuities arising in a Party and paid to a resident of the other Party may be taxed in the first-mentioned Party.

2. The term "annuity" means a stated sum payable periodically at stated times during life or during a specified or ascertainable period of time under an obligation to make the payments in return for adequate and full consideration in money or money's worth.

Article 9

Government service

1. (a) Salaries, wages and other similar remuneration, other than a pension, paid by a Party or a political subdivision or a statutory body or a local authority thereof to an individual in respect of services rendered to that Party or subdivision or body or authority shall be taxable only in that Party.

(b) However, such salaries, wages and other similar remuneration shall be taxable only in the other Party if the services are rendered in that Party and the individual is a resident of that Party who did not become a resident of that Party solely for the purpose of rendering the services.

2. The provisions of Articles 5, 6 and 7 shall apply to salaries, wages, and other similar remuneration in respect of services rendered in connection with a business carried on by a Party or a political subdivision or a statutory body or a local authority thereof.

Article 10

Students

Payments which a student or business apprentice who is or was immediately before visiting a Party a resident of the other Party and who is present in the first-mentioned Party solely for the purpose of his education or training receives for the purpose of his maintenance, education or training shall not be taxed in that Party, provided that such payments arise from sources outside that Party.

Article 11

Elimination of double taxation

1. In the Cayman Islands double taxation shall be avoided in accordance with the laws of the Cayman Islands.

2. In Greenland double taxation shall be avoided as follows:

i) subject to the provisions of sub-paragraph iii), where a resident of Greenland derives income which, in accordance with the provisions of this Agreement, may be taxed in the Cayman Islands, Greenland shall

allow as a deduction from the tax on the income of that resident, an amount equal to the income tax paid in the Cayman Islands;

ii) such deduction shall not, however, exceed that part of the income tax, as computed before the deduction is given, which is attributable to the income which may be taxed in the Cayman Islands;

iii) where a resident of Greenland derives income which, in accordance with the provisions of this Agreement shall be taxable only in the Cayman Islands, Greenland may include this income in the tax base, but shall allow as a deduction from the income tax that part of the income tax which is attributable to the income derived from the Cayman Islands.

Article 12

Mutual agreement procedure

1. Where an individual considers that the actions of one or both of the Parties result or will result for him in taxation not in accordance with the provisions of this Agreement, he may, irrespective of the remedies provided by the domestic law of those Parties, present his case to the competent authority of the Party of which he is a resident. The case must be presented within three years from the first notification of the action resulting in taxation not in accordance with the provisions of the Agreement.

2. The competent authority shall endeavour, if the objection appears to it to be justified and if it is not itself able to arrive at a satisfactory solution, to resolve the case by mutual agreement with the competent authority of the other Party, with a view to the avoidance of taxation which is not in accordance with the Agreement. Any agreement reached shall be implemented notwithstanding any time limits in the domestic law of the Parties.

3. The competent authorities of the Parties shall endeavour to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the Agreement.

4. The competent authorities of the Parties may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs.

Article 13

Entry into force

1. Each of the Parties shall notify the other in writing of the completion of the procedures required by its law for the entry into force of this Agreement.

2. The Agreement shall enter into force on the thirtieth day after the receipt of the later of these notifications and shall thereupon have effect

(a) in the Cayman Islands, on that date:

in respect of Cayman Islands tax, on tax chargeable for any fiscal year beginning on or after the first day of January of the year next following that in which this Agreement enters in force;

(b) in Greenland:

(i) in respect of taxes withheld at source, for amounts paid or credited on or after the first day of January of the year next following the date on which the Agreement enters into force;

(ii) in respect of other taxes on income, on taxes chargeable for any tax year beginning on or after the first day of January of the year next following the date on which the Agreement enters into force.

3. This Agreement shall have effect provided that the Agreement signed on 1 April 2009 between the Government of Greenland and the Government of the Cayman Islands concerning information on tax matters has effect.

Article 14

Termination

This Agreement shall remain in force until terminated by a Party. Either Party may terminate the Agreement by giving written notice of termination at least six months before the end of any calendar year. In such case, the Agreement shall cease to have effect

(i) in respect of taxes withheld at source, for amounts paid or credited on or after the first day of January of the year next following the end of the six month period;

(ii) in respect of other taxes on income, on taxes chargeable for any tax year beginning on or after the first day of January of the year next following the end of the six month period.

In witness whereof the undersigned being duly authorised thereto have signed this Agreement.

**AGREEMENT
BETWEEN
THE GOVERNMENT OF GREENLAND
AND
THE GOVERNMENT OF THE CAYMAN ISLANDS**

**FOR THE ACCESS TO MUTUAL AGREEMENT PROCEDURES IN CONNECTION
WITH THE ADJUSTMENT OF PROFITS OF ASSOCIATED ENTERPRISES**

The Government of Greenland and the Government of the Cayman Islands,

- desiring to conclude an agreement on the access to mutual agreement procedures in connection with the adjustment of profits of associated enterprises,
- considering that Greenland, under the terms of the legislation on Greenland Home Rule and the conclusion of agreements under international law by the Greenland Government, has the jurisdiction to negotiate, conclude and enter into agreements on tax matters,

have agreed as follows:

**Article 1
Taxes covered**

The taxes to which this Agreement shall apply are:

(a) in the Cayman Islands:

- (i) any tax imposed by the Cayman Islands which is substantially similar to the existing taxes of Greenland to which this Agreement applies (hereinafter referred to as “Cayman Islands tax”);

(b) in Greenland:

- (i) the homerule tax;
- (ii) the special homerule tax;
- (iii) the municipal tax and
- (iv) the intermunicipal tax.

(hereinafter referred to as “Greenlandic tax”).

Article 2

Definitions

1. For the purposes of this Agreement, unless the context otherwise requires:

(a) the term “Party” means the Cayman Islands or Greenland as the context requires; the term “Parties” means the Cayman Islands and Greenland;

(b) the term “Greenland” means the landmass of Greenland and its territorial waters and any area outside the territorial waters where Denmark or Greenland according to domestic legislation and in accordance with international law, may exercise its rights with respect to the seabed and subsoil and their natural resources;

(c) the term “the Cayman Islands” means the territory of the Cayman Islands and includes the territorial sea, areas within the maritime boundaries of the Cayman Islands and any area within which in accordance with international law the rights of the Cayman Islands with respect to the seabed and sub-soil and their natural resources may be exercised;

(d) the term “resident of a Party” means

(i) in Greenland, any person, who, under the law of Greenland, is liable to tax therein by reason of his domicile, residence, place of management, place of incorporation or any other criterion of a similar nature; this term, however, does not include an individual who is liable to tax in that Party in respect only of income from sources in that Party;

(ii) in the Cayman Islands, any person who, under its laws, is recognised as a resident by reason of his or its domicile, residence, place of incorporation, place of effective management or other criterion of a similar nature; provided that an entity shall not be deemed to be resident in the Cayman Islands unless its effective management is carried on in the Cayman Islands;

- (e) the term “enterprise” applies to the carrying on of any business;
- (f) the term “enterprise of a Party” mean an enterprise carried on by a resident of a Party;
- (g) the term “competent authority” means
 - (i) in the case of the Cayman Islands, the Tax Information Authority or a person or authority designated by it;
 - (ii) in the case of Greenland, the Minister of Finance or his authorised representative or the authority which is designated as a competent authority for the purpose of this Agreement.

2. As regards the application of this Agreement at any time by a Party, any term not defined therein shall, unless the context otherwise requires, have the meaning that it has at that time under the law of that Party any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

Article 3

Principles applying to the adjustment of profits of associated enterprises

Where:

- (a) an enterprise of a Party participates directly or indirectly in the management, control or capital of an enterprise of the other Party, or
- (b) the same persons participate directly or indirectly in the management, control or capital of an enterprise of a Party and an enterprise of the other Party, and in either case conditions are made or imposed between the two enterprises in their commercial or financial relations which differ from those which would be made between independent enterprises, then any profits which would, but for those conditions, have accrued to one of the enterprises, but, by reason of those conditions, have not so accrued, may be included in the profits of that enterprise and taxed accordingly.

Article 4

Mutual agreement procedures

1. Where an enterprise considers that, in any case to which this Agreement applies, the principles set out in Article 3 have not been observed, it may, irrespective of the remedies provided by the domestic law of the Party concerned, present its case to the competent authority of the Party of which it is a resident. The case must be presented within three years from the first notification of the action which is contrary or is likely to be contrary to the principles set out in Article 3. The competent authority shall then without delay notify the competent authority of the other Party.

2. The competent authority shall endeavour, if the objection appears to it to be justified and if it is not itself able to arrive at a satisfactory solution, to resolve the case by mutual agreement with the competent authority of the other Party, with a view to the avoidance of taxation which is not in accordance with the Agreement. Any agreement reached shall be implemented notwithstanding any time limits in the domestic law of the Parties.

3. The competent authorities of the Parties shall endeavour to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the Agreement.

4. The competent authorities of the Parties may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs.

Article 5

Entry into force

1. Each of the Parties shall notify the other in writing of the completion of the procedures required by its law for the entry into force of this Agreement.

2. The Agreement shall enter into force on the thirtieth day after the receipt of the later of these notifications and shall thereupon have effect

- (i) in respect of taxes withheld at source, for amounts paid or credited on or after the first day of January of the year next following the date on which the Agreement enters into force;

(ii) in respect of other taxes on income, on taxes chargeable for any tax year beginning on or after the first day of January of the year next following the date on which the Agreement enters into force.

3. This Agreement shall have effect provided that the Agreement signed on 1 April 2009 between the Government of Greenland and the Government of the Cayman Islands concerning information on tax matters has effect.

Article 6

Termination

This Agreement shall remain in force until terminated by a Party. Either Party may terminate the Agreement by giving written notice of termination at least six months before the end of any calendar year. In such case, the Agreement shall cease to have effect

(i) in respect of taxes withheld at source, for amounts paid or credited on or after the first day of January of the year next following the end of the six month period;

(ii) in respect of other taxes on income, on taxes chargeable for any tax year beginning on or after the first day of January of the year next following the end of the six month period.

In witness whereof the undersigned being duly authorised thereto have signed this Agreement.