EGYPT

and

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Agreement (with annexes and appendices). Signed at Cairo, on 19 October 1954

Official texts: Arabic and English.

Registered by Egypt on 10 May 1955.

ÉGYPTE

et

ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD

Accord (avec annexes et appendices). Signé au Caire, le 19 octobre 1954

Textes officiels arabe et anglais.

Enregistré par l'Égypte le 10 mai 1955.

No. 2833. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF EGYPT AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND. SIGNED AT CAIRO, ON 19 OCTOBER 1954

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Egypt.

Desiring to establish Anglo-Egyptian relations on a new basis of mutual understanding and firm friendship.

Have agreed as follows:-

Article 1

Her Majesty's Forces shall be completely withdrawn from Egyptian territory in accordance with the Schedule set forth in Part A² of Annex I within a period of twenty months from the date of signature of the present Agreement.

Article 2

The Government of the United Kingdom declare that the Treaty of Alliance signed in London on the 26th of August, 1936,³ with the Agreed Minute, Exchanged Notes, Convention⁴ concerning the immunities and privileges enjoyed by the British Forces in Egypt and all other subsidiary agreements, is terminated.

Article 3

Parts of the present Suez Canal Base, which are listed in Appendix A⁵ to Annex II, shall be kept in efficient working order and capable of immediate use in accordance with the provisions of Article 4 of the present Agreement. To this end they shall be organised in accordance with the provisions of Annex II.⁶

¹ Came into force on 19 October 1954, as from the date of signature, in accordance with article 13. The instruments of ratification were exchanged at Cairo on 6 December 1954.

² See p. 30 of this volume.

³ League of Nations, Treaty Series, Vol. CLXXIII, p. 401.

League of Nations, Treaty Series, Vol. CLXXIII, p. 433.

⁵ See p. 50 of this volume.

⁶ See p. 36 of this volume.

Article 4

In the event of an armed attack by an outside Power on any country which at the date of signature of the present Agreement is a party to the Treaty of Joint Defence between Arab League States, signed in Cairo on the 13th of April, 1950, or on Turkey, Egypt shall afford to the United Kingdom such facilities as may be necessary in order to place the Base on a war footing and to operate it effectively. These facilities shall include the use of Egyptian ports within the limits of what is strictly indispensable for the above-mentioned purposes.

Article 5

In the event of the return of British Forces to the Suez Canal Base area in accordance with the provisions of Article 4, these forces shall withdraw immediately upon the cessation of the hostilities referred to in that Article.

Article 6

In the event of a threat of an armed attack by an outside Power on any country which at the date of signature of the present Agreement is a party to the Treaty of Joint Defence between Arab League States or on Turkey, there shall be immediate consultation between Egypt and the United Kingdom.

Article 7

The Government of the Republic of Egypt shall afford over-flying, landing and servicing facilities for notified flights of aircraft under Royal Air Force control. For the clearance of any flights of such aircraft the Government of the Republic of Egypt shall accord treatment no less favourable than that accorded to the aircraft of any other foreign country with the exception of States parties to the Treaty of Joint Defence between Arab League States. The landing and servicing facilities mentioned above shall be afforded at Egyptian Airfields in the Suez Canal Base area.

Article 8

The two Contracting Governments recognise that the Suez Maritime Canal, which is an integral part of Egypt, is a waterway economically, commercially and strategically of international importance, and express the determination to uphold the Convention guaranteeing the freedom of navigation of the Canal signed at Constantinople on the 29th of October, 1888.

Article 9

(a) The United Kingdom is accorded the right to move any British equipment into or out of the Base at its discretion.

De Martens, Nouveau Recueil général de Traités, deuxième série, tome XV, p. 557.

(b) There shall be no increase above the level of supplies as agreed upon in Part C¹ of Annex II without the consent of the Government of the Republic of Egypt.

Article 10

The present Agreement does not affect and shall not be interpreted as affecting in any way the rights and obligations of the parties under the Charter of the United Nations.

Article 11

The Annexes and Appendices to the present Agreement shall be considered as an integral part of it.

Article 12

- (a) The present Agreement shall remain in force for the period of seven years from the date of its signature.
- (b) During the last twelve months of that period the two Contracting Governments shall consult together to decide on such arrangements as may be necessary upon the termination of the Agreement.
- (c) Unless both the Contracting Governments agree upon any extension of the Agreement it shall terminate seven years after the date of signature and the Government of the United Kingdom shall take away or dispose of their property then remaining in the Base.

Article 13

The present Agreement shall have effect as though it had come into force on the date of signature. Instruments of ratification shall be exchanged in Cairo as soon as possible.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Agreement and have affixed thereto their seals.

DONE at Cairo, this nineteenth day of October, 1954, in duplicate, in the English and Arabic languages, both texts being equally authentic.

Anthony NUTTING Ralph S. STEVENSON Edward R. BENSON Gamal Abd-el-Nasser Abd-el-Hakin Amiz Abd-el-Latif el-Boghdadi Salah Salem Mahmoud Fauzy

¹ See p. 42 of this volume.

ANNEX I

WITHDRAWAL OF HER MAJESTY'S FORCES

(With Reference to Article I of the present Agreement)

Part A

1. In accordance with the provisions of Article I of the present Agreement, the following percentages of Her Majesty's Forces in Egypt on the 27th of July, 1954, shall have been withdrawn between that date and the dates indicated in the schedule below:—

Date								Percentage of Her Majesty's Forces
Date of Signature of the Agreement plus 4 months								22%
Date of Signature of the Agreement plus 8 months								35%
Date of Signature of the Agreement plus 12 months	з.		٠		٠		٠	54%
Date of Signature of the Agreement plus 16 month	ι.							75%
Date of Signature of the Agreement plus 20 month	3.							100%

2. In connection with the above-mentioned withdrawal, the Government of the Republic of Egypt shall afford all necessary facilities for the movement of men and material

Part B

PROCEDURE FOR STANDING MACHINERY, STAFF CONTACTS AND ISSUE OF INSTRUCTIONS TO THE APPROPRIATE EGYPTIAN AND BRITISH AUTHORITIES TO FACILITATE WITHDRAWAL

- 1. For the period of withdrawal mentioned in Article I of the present Agreement, the British and the Egyptian Authorities will each designate appropriate Headquarters in the Canal Area which will be responsible for the progressive transfer of responsibility for security or maintenance of installations from British to Egyptian control.
- 2.—(a) The British Headquarters for this purpose will be the Headquarters British Troops in Egypt and the Headquarters No. 205 Group, Royal Air Force.
- (b) The Egyptian Headquarters for this purpose will be the Headquarters Eastern Command.
- 3.— The Headquarters mentioned in paragraph 2 will be the link between the British and the Egyptian Authorities on all detail in connection with the transfer of responsibilities for the security and maintenance of installations from British to Egyptian control. The Headquarters will establish direct staff contacts as appropriate to carry out the task on the lines set out in this Annex. Through the medium of their respective Movements Staffs, they will arrange for all the facilities to be provided by the Egyptian Authorities for the British Forces under paragraph 2 of Part A of this Annex.

- 4. During the period of withdrawal, the Headquarters Eastern Command will gradually assume increasing responsibility for the control of the Canal Area as the commitments of the British Headquarters diminish.
- 5. The British Headquarters will draw up an outline programme of withdrawal from the various installations for which they are at present responsible. This programme will be discussed between the British and the Egyptian Headquarters so that the Egyptian Authorities may make plans accordingly for the progressive assumption of their responsibilities. The Egyptian Headquarters may propose in discussion minor modifications of dates, timing or areas concerned.
- 6. It is desirable that the transfer of responsibilities from the British to the Egyptian Authorities should be carried out by complete Zones. But in cases where this is not possible, it is agreed, in the interests of ensuring a clear division of responsibility, that installations and areas handed over will be of such a size as will avoid the mixing of British and Egyptian Forces and producing circumstances where responsibilities cannot be clearly defined.
- 7. Except as provided for in paragraph 8, the responsibility for the security and maintenance of an installation will not be transferred when:—
 - (a) the installation is still operated by British Forces; or
 - (b) the installation forms part of a larger installation still operated by British Forces.
- 8. When an installation is handed over to the Egyptian Authorities for security or maintenance the withdrawal of British Forces from such installation will be complete and likewise the assumption of responsibility for the security or the maintenance of the installation by the Egyptian Authorities will be complete. Nevertheless, the Egyptian Authorities agree that they will, on request by the British Headquarters, assume responsibility for the security of a particular installation while a limited number of British technical troops are still engaged within the installation. Such a request shall not be made unless the number of British guard troops available is inadequate to ensure security.
- 9. When an installation is to be handed over to the Egyptian Authorities for security or maintenance, the Egyptian Headquarters will be notified as far in advance as possible and a date for the handing over will be agreed between the British and the Egyptian Headquarters.
- 10. A hand-over document of each installation will be prepared by the British Forces in such detail as may be agreed between the British and the Egyptian Headquarters, and will be handed over to the Egyptian Authorities in advance of the transfer, so as to enable the Egyptian Authorities to assess the security and maintenance problems and to make appropriate arrangements to deal with them.
- 11. When any installation is handed over to the Egyptian Authorities for security or maintenance, all defence posts, emplacements, barbed wire fences, communications, perimeter lighting where applicable, and fire fighting equipment on an appropriate scale,

connected with the protection of the installation will be handed over by the British to the Egyptian Authorities. In addition all available information including data as to the pattern, number and location of mines will be handed over. In order to ensure a smooth and efficient transfer of responsibilities, the British Headquarters will provide all possible assistance and give advice, where required, particularly as regards mines.

- 12. When an installation, not listed in Appendix A to Annex II, is to be evacuated by British Forces, the Egyptian Headquarters will be notified as far in advance as possible.
- 13. During the period of withdrawal, British and Egyptian Forces will have unhampered use of the railways and main roads through each other's areas of responsibility. When large-scale movements are contemplated previous notification will be given and the necessary traffic control arrangements made.
- 14. During the period of withdrawal, training areas will be agreed between the British and the Egyptian Headquarters.
- 15. In order to avoid interference between radio stations operated by the British Forces and the Egyptian Forces in the Canal Area during the period of withdrawal, the use of non-internationally registered radio frequencies in the Canal Area shall be subject to co-ordination between the British and the Egyptian Headquarters.

Part C

Engagement and Security Screening of Workers

The following provisions shall apply with respect to the engagement by the British Forces in the Suez Canal Area of technicians and personnel and other local labour (hereinafter referred to as "Workers") and the security screening of those workers:—

- 1. Employment offices at Port Said, Ismailia, Suez and Zagazig will register workers for employment by British Forces.
- 2. The British Forces Labour Engagement Units will be placed to conform with the location of the Employment Offices mentioned in paragraph I and there will be full co-operation between these Units and offices, and between the Central Labour Authorities of the British Forces and the Central Office of the Ministry of Social Affairs at Ismailia.
- 3. The British Forces Labour Engagement Units will give full details of occupational requirements when notifying vacancies to the Employment Offices.
- 4. Applicants registered at the Employment Offices will be screened by Officers of the Egyptian Ministry of the Interior.
- 5. If, however, the Security Officer of the British Forces considers that an applicant is undesirable, this fact will be notified to the Employment Office concerned. The reasons will also be notified whenever possible.

- 6. No worker will be engaged by the British Forces unless he has been registered at and submitted by an Employment Office after screening by the Officers of the Egyptian Ministry of the Interior.
- 7. The British Forces will trade-test applicants in skilled occupations as may be necessary and in accordance with present practice. If an applicant is not accepted, the Employment Office will be notified and brief reasons will be given.
- 8. Workers employed by the British Forces, who become redundant as withdrawal proceeds, will not be discharged until they have been considered for transfer to other units of the British Forces which may need additional workers in similar occupations. Notifications of such transfers will be sent to the Employment Offices concerned. When notice of termination of services is given to a worker, notification will be sent to the appropriate Employment Office.
- 9. As and when the services of workers are terminated by the British Forces, such workers will, in accordance with the Civilian Employees Regulations of the British Armed Forces in the Suez Canal Zone, be paid the leaving indemnities due to them and be given their appropriate notice or alternatively wages in lieu of such notice.
- 10. The provisions of paragraphs I to 8 above apply to all workers, other than those of British nationality employed by the British Forces.

ANNEX II

ORGANISATION OF THE BASE

Part A

- 1. For the purposes of the present Agreement, the following definitions shall apply:—
- (a) "The Base" shall mean the installations listed in Appendix "A" to this Annex, including both land and buildings, but excluding the equipment therein.
- (b) "British equipment" shall mean all movable property, including such property fixed to permanent foundations, owned by the Government of the United Kingdom.
- (c) "British technicians" shall mean the civilian personnel of British nationality employed in Egypt by the commercial firms in accordance with the provisions of paragraph 8 of this Part of this Annex.
- (d) "Aircraft under Royal Air Force Control" shall mean aircraft of Her Majesty's Forces and British civilian aircraft under charter to them.
- 2. (a) The Government of the United Kingdom shall have the right to maintain, and to operate for current requirements, the installations numbered as serials 1, 7, 8, 9, 10, 14, 16, 30 to 34 inclusive and 36 in the list at Appendix "A" to this Annex.

- (b) Should the Government of the United Kingdom decide at any time no longer to maintain any of these installations, they will discuss its disposal with the Government of the Republic of Egypt.
- (c) The approval of the Government of the Republic of Egypt shall be obtained for any new construction in any of the installations mentioned in sub-paragraph (a) of this paragraph.
- 3. The Government of the Republic of Egypt shall maintain in good order each of the installations numbered as serials 2, 3, 4, 5, 6, 11, 12, 13, 15, 17, to 29 inclusive and 37 in the list at Appendix "A" to this Annex from the date on which the installation is handed over to the Government of the Republic of Egypt by the Government of the United Kingdom.
- 4. Within a period of twenty months from the date of signature of the present Agreement, the Government of the United Kingdom shall transfer to the Government of the Republic of Egypt ownership and possession of the installations and equipment listed in Appendix "B".
- 5. Following the withdrawal of Her Majesty's Forces, the Government of the Republic of Egypt as the sovereign government shall assume responsibility for the security of the installations and of all equipment contained therein, or in transit to or from the Base, in accordance with the provisions of Part "E" of this Annex.
- 6. For the purpose of maintaining and operating the installations referred to in paragraph 2 (a) above and the British equipment therein, the Government of the United Kingdom shall conclude contracts with one or more British or Egyptian commercial firms (hereinafter referred to as contractors).
- 7. (a) The Government of the Republic of Egypt shall give full support to the contractors who shall be afforded such facilities as may be required to enable them to carry out their tasks.
- (b) The Government of the Republic of Egypt shall designate an authority with whom the contractors can co-operate in carrying out those tasks. This authority will be the General Officer Commanding Eastern Command, or any person delegated to act on his behalf.
- (c) A Board of Management shall be appointed by the contractors and established in the Base to co-ordinate the contractor's activities.
- 8. (a) The contractors shall have the right to employ British technicians up to a total of 1.200 but not exceeding for those recruited outside Egypt a total of 800; as well as such Egyptian technicians and personnel, and such local labour engaged in Egypt as they may require.¹
- (b) The Government of the Republic of Egypt shall give facilities for the entry into and exit from Egypt of British technicians and their families.

¹ British civilian technicians will be located at Abu Sueir Airfield and Fanara Flying Boat Station to assist in the servicing of aircraft under Royal Air Force Control and in the take-off, flying and landing procedures in connection with the landing and servicing facilities mentioned in Article 7 of the present Agreement. So far as can be foreseen the number of such technicians located at Abu Sueir Airfield and Fanara Flying Boat Station will be 23.

9. The Government of the United Kingdom shall be afforded facilities for the inspection of the installations referred to in paragraph 2 (a) of this Part of this Annex, and the work being carried out therein. For this purpose, personnel, not exceeding eight in number, shall be attached to Her Majesty's Embassy in Cairo. In addition, personnel, not exceeding five in number, may be attached temporarily to Her Majesty's Embassy in Cairo.

Part B

CONTRACTORS AND THEIR EMPLOYEES

- 1. Egyptian law shall apply to the activities in Egypt of companies and partnerships acting as contractors for the purposes of the present Agreement and to their personnel.
- 2. Nevertheless, any such company or partnership having its head office and the office of its principal activity outside Egypt, and having no other activities in Egypt at the date of signature of the present Agreement, shall, with respect to its activities pursuant to the present Agreement, enjoy the following exemptions:—
- (a) Such company or partnership shall not be required to effect any registration under the provisions of the Egyptian Commercial Register Law No. 219 of 1953 or be required to comply with the provisions of Articles 91, 92 and 93 of the Egyptian Companies Law No. 26 of 1954.
- (b) Such company or partnership shall not be required to pay Egyptian tax on profits including the tax on the presumed distribution of dividends under Article 11 of Law No. 14 of 1939.
- (c) With respect to British technicians recruited outside Egypt for the purposes of the present Agreement, any such company or partnership, as well as those technicians, shall be exempt from the following Egyptian laws:—
 - (i) Individual Contract of Service Laws No. 317 of 1952 and No. 165 of 1953;
 - (ii) Law concerning Compulsory Insurance in respect of Workmen's Compensation No. 86 of 1942, Workmen's Compensation Law No. 89 of 1950 and Law on Compensation for Industrial Diseases No. 117 of 1950, or any other Law which may require industrial insurance or compensation for industrial diseases; and
 - (iii) Law relating to Workers' Syndicates No. 319 of 1952.
- 3. References to laws in the preceding paragraph include any enactment replacing or amending these laws.
- 4. The Government of the Republic of Egypt express their willingness to consider sympathetically the grant of exemption from any law that may impede the performance by the contractors and their personnel of their tasks pursuant to the purposes of the present Agreement.
- 5. (a) With reference to paragraph 2, no activity shall be regarded as being outside the purposes of the present Agreement if it is done for the Government of the Republic of Egypt at their request.
- (b) Subject to the consent of and on conditions agreed with the Government of the Republic of Egypt, a company or partnership referred to in paragraph 2 may, with

respect to its activities pursuant to the present Agreement, continue to enjoy the exemptions referred to in paragraphs 2 to 4, notwithstanding any new activities in Egypt outside the purposes of the present Agreement.

- 6. Any company incorporated under the laws in force in the United Kingdom solely to act as a contractor for the purposes of the present Agreement and having its head office outside Egypt shall be treated in the same way and enjoy the same exemptions as companies and partnerships referred to in paragraph 2 notwithstanding that the office of the principal activity of such first-mentioned company may be in Egypt.
- 7. (a) In accordance with paragraph 2 (c) of Part A of this Annex, contractors may, subject to agreement with the Government of the Republic of Egypt, build houses in so far as the requirements of their personnel are not covered by existing accommodation.
- (b) Contractors may also hire houses subject to such conditions as may be agreed between them and the lessors.
- 8. (a) Companies and partnerships incorporated or formed under the laws in force in the United Kingdom and engaged in activities pursuant to the present Agreement and British technicians employed by such companies and partnerships shall, with respect to those activities, be accorded in Egypt treatment no less favourable than that accorded to the nationals, including companies and partnerships, of any other foreign country.
- (b) The provisions of sub-paragraph (a) of this paragraph shall not be construed as conferring any rights or privilege which is or may be accorded only to Arab League States.
- 9. Companies and partnerships engaged in activities pursuant to the present Agreement and their British workers, employees and personnel shall with respect to those activities, be accorded treatment no less favourable than that afforded generally to Egyptian nationals, including companies and partnerships. The provisions of this paragraph shall not confer any special privilege which is granted to Egyptian nationals in special circumstances.
- 10. Any service rendered or supply furnished from installations listed in Appendix "A" to this Annex or at Egyptian airfields in the Suez Canal Base area by contractors to Egyptian authorities or by Egyptian authorities to contractors will be at cost price, i.e., at a price composed of the cost of the materials consumed, the labour used and a due allowance for actual overhead expenses in providing the service or supply.

Part C

(With reference to Article 9 of the present Agreement)

1. The supplies held in the Base will consist of the categories listed in Appendix "C" to this Annex. After the end of the period of withdrawal, the level of supplies in each category shall not exceed the figure quoted in the schedule. Except with the

consent of the Egyptian authorities, supplies in one category shall not be replaced by supplies of another category.

- 2. For the purposes of paragraph I above the contractors will, after the period of withdrawal, give the Egyptian Designated Authority information regarding the disposition, composition and amount of the supplies held in the installations.
- 3. The procedure to be followed with respect to the import and export of British equipment being moved into or out of the Base is set forth in Appendix "D" to this Annex.
- 4. The Government of the Republic of Egypt shall accord all necessary facilities for the storage and turnover of petroleum products to the contractor who maintains and operates the installations numbered as serials 30 to 34 inclusive in Appendix "A" to this Annex as well as the storage capacity leased to him by the Government of the Republic of Egypt numbered as serial 35 in that Appendix. Petroleum products thus held on behalf of the Government of the United Kingdom shall be in accordance with paragraph I above.

Part D

IMPORTS AND EXPORTS

- 1. British technicians recruited outside Egypt may, on first arrival, import into Egypt free of customs duty their personal effects and household goods. Members of one household may, on first arrival, import into Egypt free of customs duty personal effects and household goods belonging to other members of the same household.
- 2. (a) Provided that the supplies held in the Base do not exceed the level for which provision is made in paragraph 1 of Part C of this Annex, the contractors may import into Egypt and use for the purposes of the present Agreement, without licence, let or hindrance and free of any customs duty or any other dues or taxes, British equipment consigned by the Government of the United Kingdom which is either (i) within the categories of supplies referred to in that paragraph, or (ii) to replace equipment within any installation.
- (b) Nevertheless, this exemption from customs duty, other dues and taxes shall not extend to:—
 - (i) any petrol, oil or lubricants used by the contractors;
- (ii) any motor vehicles (other than tank transporters and their towing vehicles) used by the contractors outside the installations, or
- (iii) any office furniture or office supplies imported and used by the contractors.
- 3. No property imported into Egypt in accordance with the provisions of paragraphs 1 and 2 above shall be sold in Egypt unless Egyptian customs duty and all other dues are paid at the appropriate rate.

4. The Egyptian authorities shall permit, without licence, let or hindrance and without fee or other charge, the export by contractors of any British equipment now in the Base, imported into Egypt or manufactured in Egypt for the purposes of the present Agreement, and the export by British technicians recruited outside Egypt of any property imported into Egypt by them.

Part E

(With reference to paragraph 5 of Part A of this Annex)

SECURITY

- 1. The installations shall receive from the Government of the Republic of Egypt as the sovereign Government the necessary measures for their security. Accordingly, the measures taken by the Government of the Republic of Egypt for the security of the installations handed over to the contractors shall not be less effective than those taken for the security of comparable Egyptian installations.
- 2. The measures to be taken by the Government of the Republic of Egypt for the security of installations handed over to the contractors shall include the upkeep of perimeter wires, perimeter lighting and defence posts and the provision of defence stores, communications and other necessary measures. Material for the replacement or maintenance of such perimeter wires, perimeter lighting and defence posts shall be provided by the Government of the United Kingdom.
- 3. Without prejudice to the general principles mentioned above, the contractors shall:--
- (a) take all reasonable measures necessary to prevent theft, sabotage and fire inside the perimeter of the installations, including the posting of internal security civilian guards; and

(b) in particular ensure that, as far as facilities permit, stores are kept under lock and key, and only the minimum in open stacks; and

- (c) without prejudice to the provisions of sub-paragraphs (a) and (b) of this paragraph, comply with Egyptian general security regulations issued by the Egyptian Designated Authority and applicable to comparable Egyptian installations so far as they relate to the matters mentioned in those sub-paragraphs; in this connection the Egyptian authorities shall have the right to carry out inspection to ascertain that these regulations are completed with; and
- (d) co-operate fully with the Egyptian authorities in the maintenance of the security of the installations.
- 4. The appropriate Egyptian authorities and the contractors shall jointly establish and enforce a pass system to cover the entry into and the exit from the installations of persons, vehicles, equipment and stores with a view to reducing the risk of loss or sabotage.
- 5. The Egyptian authorities, being responsible for the general security of equipment and stores during movement, shall be given 48 hours notice when it is intended to move

equipment or stores to or from installations except in cases where the Egyptian authorities agree to a shorter period of notice. Similar notification should be given to the Egyptian authorities in the case of stores awaiting movement at docks or railway sidings.

Part F

Engagement of Workers by Contractors and their Security Screening

The following provisions shall apply with respect to the engagement by contractors of technicians and personnel and other local labour (hereinafter referred to as "workers") and the security screening of such workers:—

- 1. The Ministry of Social Affairs Employment Offices will provide full facilities to the contractors for the engagement of their workers.
- 2. The location of the installations will determine the Employment Offices with which contractors will co-operate.
- 3. The contractors will give full details of occupational requirements when notifying vacancies to the Employment Offices.
- 4. Workers engaged by contractors who have been previously employed by Her Majesty's Forces and have been screened by Officers of the Egyptian Ministry of the Interior will not be screened again, but all other workers previously employed by Her Majesty's Forces will be so screened before engagement by the contractors.
- 5. No worker, who has not previously been employed by Her Majesty's Forces or by a contractor, will be engaged by a contractor or be otherwise employed within an installation unless he has been registered at and submitted by an Employment Office after screening by Officers of the Egyptian Ministry of the Interior.
- 6. A worker who has already been trade-tested by Her Majesty's Forces or by another contractor may be engaged by a contractor in a similar occupation without further test. In the case, however, of a new applicant who is submitted to a contractor and is rejected after trade-testing, the Employment Office will be notified and brief reasons will be given.
- 7. The provisions of paragraphs 1 to 6 above apply to all workers, other than those of British nationality (who will be included in the agreed number of British technicians employed by the contractors).

 $\label{eq:Appendix A} \mbox{(With reference to paragraphs 2 and 3 of Part A of the Annex)}$

Serial	Description and Location	Map Refere	Map Reference				
	(a)	(b)	(c)				
	The Base Installation at Tel el Kebir situated on a desert site of some 16 square miles within own existing perimeter fence, including: No. 2 Base Workshop consiting of some 1 million square feet of covered workshop and stores accommodation. No. 5 Base Ordnance Depot consisting of some 1.7 million square feet of covered and some 40 million square feet of open storage accommodation. Base Vehicle Depot (including workshop) consisting of some 25 million square feet of covered accommodation and some 21.5 million square feet of open storage accommodation. Power Station. Water Supply (total of seven wells).	Tel El Kebir	Sheet I				
2	Tel el Kebir Ice Plant located in a separate building within own existing perimeter fence close to the Power Station referred to in Serial 1 above.	Tel El Kebir	Sheet 1				
3	Tel el Kebir Filtration Plant within own existing perimeter fence at approximately kilo 90 on Ismailia-Cairo Road, and Water Distribution System.	Tel El Kebir	Sheet 1				
4	No. 33 Supply Reserve Depot at El Kirsh situated on a site of some 3 1/2 square miles within own existing perimeter fence adjacent to the Canal Road and the Ismailia-Port Said Railway consisting of covered storage for some 57,000 tons and open storage for some 100,000 tons gross.	El Kirsh	Sheet 2				
5	El Kirsh Power Station within perimeter of Serial 4 above.	El Kirsh	Sheet 2				
6	Filtration Plant, designated Ismailia East, situated at Ferry Point within own existing perimeter fence, and Water Distribution System.	El Kirsh	Sheet 2				
7	No. 9 Base Ammunition Depot at Abu Sultan situated on a desert site of some 8 square miles within own perimeter fence consisting of some 8 million square feet of covered and some 3 million square feet of open storage.	Abu Sultan	Sheet 3				
8	Abu Sultan Power Station within own existing perimeter fence adjacent to the Suez-Ismailia Railway, and Power Distribution System.	Abu Sultan	Sheet 3				
9	Abu Sultan Filtration Plant adjacent to and within existing perimeter fence of Power Station referred to in Serial 8 above, and Water Distribution System.	Abu Sultan	Sheet 3				
10	The Base Engineer Installation at Fanara situated on a desert site of some 5 square miles within own existing perimeter fence, situated between Suez-Ismailia Railway and the Sweetwater Canal, including: No. 8 Engineer Stores Base Depot consisting of some	Fanara	Sheet 4				
	4 million square feet of covered and some 12.4 million square feet of open storage accommodation.						

Serial	Description and Location	Map Reference		
	(a)	(b)	(c)	
	Engineer Base Workshop consisting of some 25 million square feet of covered workshop accommodation. Machinery Spare Parts Depot consisting of some 48,000 square feet of covered storage.			
11	Machine shops of No. 109 Maintenance Unit. R.A.F. (Buildings Nos. 513, 520, 523, 525, 527 and 530 on Site Plan of R.A.F. Station, Abyad).	Abyad		
12	Two R.A.F. Power Stations (Buildings Nos. 529 and 590 on Site Plan of R.A.F. Station, Abyad).	Abyad		
13	R.A.F. Hospital (Buildings Nos. 611, 612, 613, 719, 720, 758, 759, and one unnumbered building inside area indicated on Site Plan of R.A.F. Station, Abyad).	Abyad		
14	Fayid Power Station on a desert site within own existing perimeter fence adjacent to the main Road which lies to the West of the Canal Road and to a branch line from the Suez-Ismailia Railway, together with its associated Cooling Water Pumping Station situated on the Sweetwater Canal within own existing perimeter fence, and Power Distribution System.	Fayid	Sheet 4	
15	Two Filtration Plants, designated Fayid North and Fanara No. 1, both situated on the Sweetwater Canal, each within own existing perimeter fence, and Water Mains running along the main road which lies to the West of the Canal Road.	Fanara	Sheet 4	
16	Two Filtration Plants, designated Fanara No. 2 and Fanara No. 3, both situated on the Sweetwater Canal, each within own existing perimeter fence and Water Distribution System.	Fanara	Sheet 4	
17	Navy, Army and Air Force Institutes Bulk Issue Storage Building at Fanara situated on a desert site of some 17 acres within own existing perimeter fence adjacent to a branch line from the Suez-Ismailia Railway, consisting of some 80.000 square feet of covered storage accommodation.	Fanara	Sheet 4	
18	Jerrican Factory at Fanara on a desert site of some 6 acres within own existing perimeter fence adjacent to the main road to the west of the Canal Road and to a branch line of the Suez-Ismailia Railway, comprising some 90,000 square feet of covered workshop accommodation and equipment therein.	Fanara	Sheet 4	
19	No. 10 Base Ordnance Depot at Geneifa situated on a desert site of some 3 square miles within own existing perimeter fence adjacent to the main road to the West of the Canal Road comprising some 1.1 million square feet of covered and some 7.8 million square feet of open storage accommodation.	Geneifa	Sheet :	
20	Geneifa Power Station within perimeter of Serial 19 above.	Geneifa	Sheet	
21	Geneifa Filtration Plant situated on the Sweetwater Canal within own existing perimeter fence, and Water Distribution System.	Geneifa	Sheet	

G	Description and Location	Map Reference			
Serial	(a)	(b)	(c)		
22	No. 9 Engineer Stores Base Depot at Suez situated on a desert site of some 140 acres within own existing perimeter fence adjacent to the Suez-Cairo Railway consisting of some 190,000 square feet of covered storage accommodation.	Suez	Sheet 6		
23	Railway Workshop and Sidings at Suez situated on a desert site of some 144 acres within own existing perimeter fence adjacent to the Suez-Cairo Railway consisting of some 115,000 square feet of workshop and covered storage accommodation.	Suez	Sheet 6		
24	Suez Power Station situated within the perimeter fence of	Suez	Sheet 6		
25	Serial 22 above. Suez Filtration Plant situated between the Suez-Ismailia Railway and the Sweetwater Canal within own existing perimeter fence, and Water Distribution System including Storage	Suez	Sheet 6		
26	Tanks at Adabiya. Ataka Cold Store consisting of four separate buildings on a desert site each within own existing perimeter fence adjacent to the Suez-Adabiya Road, having a total capacity of 7,000 tons and own electricity generating plant.	Adabiya Ataka	Sheet 7 Sheet 6		
27	Army Medical Equipment Depot at Ataka situated on a desert site within own existing perimeter fence adjacent to the Suez-Adabiya Road and consisting of some 143,000 square feet of covered storage and workshop accommodation, 6,500 cubic feet of cold storage and 149,000 square feet of hard standing.	Ataka	Sheet 6		
28	Surgical Equipment Repair Workshop buildings located within the perimeter of serial 27 above.	Ataka	Sheet 6		
29	Adabiya Power Station on a desert site within own existing perimeter fence adjacent to the Suez-Adabiya Road and to Adabiya Port.	Adabiya	Sheet 7		
	Fanara Petroleum System				
30	Fanara Bulk Storage installation on a desert site within own existing perimeter fence consisting of 14 tanks and ancillary pumping plant connected by pipelines to Fanara Oil Jetty (Serial 31) and to the Fanara Filling Area (Serial 32).	Fanara	Sheet 4		
31	Fanara Oil Jetty extending into the Great Bitter lake adjacent to the Canal Road with 3 pipelines from jetty head to Fanara bulk Storage installations (Serial 30), including a pump set on	Fanara	Sheet 4		
32	the jetty. Fanara Filling Area on a desert site within own existing perimeter fences, including filling facilities for vehicles and containers, located to the east of Fanara Bulk Storage installation (Serial 30) and connected thereto by pipelines.	Fanara	Sheet 4		

Serial	Description and Location	Map Reference			
	(a)	(b)	(c)		
	Nefisha Petroleum System				
33	Nefisha Bulk Storage installation on a desert site consisting of I tank and ancillary pumping plant connected by a pipeline to Fanara Bulk Storage installation (Serial 30) and by a pipeline to Nefisha Filling Area (Serial 34).	Nefisha	Sheet 2		
34	Nefisha Filling Area on a desert site within own existing perimeter fence, including filling facilities for vehicles and containers, located to the North of Nefisha Bulk Storage installation and connected thereto by pipeline.	Nefisha	Sheet 2		
35	Storage capacity in the Agrud Bulk Petroleum Storage installation for 52,600 metric product tons.				
36	Accommodation for British technicians in the Moascar Area as defined on the site plan of Moascar attached hereto.	Moascar			
37	H.Q. M.E.A.F. as marked on the site plan of R.A.F., Ismailia	R.A.F., Ismailia			

Notes

- 1. Unless otherwise stated the area of the ground covered by an installation shall include all buildings and structure within that area. The areas of the installations are defined on maps.
- 2. In the event of the return of British Forces to the Suez Canal Base area in accordance with Article 5 of the present Agreement, provision shall be made for a Base Headquarters in that area.
- 3. Part of Serial 4 and the whole of Serial 6 are built on land forming part of the concession of the Suez Maritime Canal Company. Their hand-over is subject to the agreement of that Company and the conclusion of the necessary formalities between the Government of the Republic of Egypt and the Company.
- 4. Ownership and possession of Moascar Area shall be transferred under the terms of paragraph 4 of Part A of Annex II to the present Agreement with the exception of the possession of the area referred to under Serial 36 of Appendix A to Part A of Annex II (and shown and outlined on the site plan attached hereto) which shall be reserved rent free for the accommodation of British technicians during the period of the present Agreement.

APPENDIX B

(With reference to Paragraph 4 of Part A of Annex II)

The following are the installations to be transferred:-

(a) All the airfields in the Suez Canal Base area occupied by Her Majesty's Forces. These are situated at:—

El Firdan.

attached hereto.

Ismailia, excluding the area of HQ MEAF stated in Serial 37 of Appendix A No. 2833

to Annex II.

Abu Sueir.

Deversoir (excluding that part built on land which forms part of the concession of the Suez Maritime Canal Company).

Fayid.

Kasfareet.

Fanara (Flying Boat Station).

Kabrit.

Shandur, and

Shallufa.

- (b) Navy House, Port Said.
- (c) Adabiya Port, including heavy cranes.
- (d) Royal Naval Boom Depot, Adabiya.
- (e) The Delta W.T. Station.
- (f) Moascar.
- (g) Serials 2*, 3, 4, 5, 6, 11, 12, 13, 15, 17-29 inclusive and 37 in the list of Installations in Appendix A to Annex II.

APPENDIX C

(With reference to Paragraph 1 of Part C of this Annex)

LEVEL OF SUPPLIES

Category	Level
1. Ammunition, including all natures of ammunition, mines and explosives	50,000 (tons)
2. Stores, including bridging equipment, engineer and ordnance stores	300,000 (tons)
3. Unarmoured Vehicles	2,000 (number)
4. Engineer Equipments, including engineer plant and earth-moving equipments	500 (pieces)
Railway Locomotives	30 (number) 100 (number)
Craft	3 (number) 80,000 (tons)
5. Air and Ground Fuels	1,300,000 (jerricans)
7. Equipment under Repair—	70 (
Heavy and Light Armoured Vehicles	70 (number) 400 (number) 50 (number)
Artillery Equipments	50 (number) 1,500 (tons)

^{*}Ownership and possession of Moascar Area shall be transferred under the terms of paragraph 4 of Part A of Annex II to the present Agreement with the exception of the possession of the area referred to under Serial 36 of Appendix A to Part A of Annex II (and shown and outlined on the site plan attached thereto) which shall be reserved rent free for the accommodation of British technicians during the period of the present Agreement.

APPENDIX D

(With reference to paragraph 3 of Part C of this Annex)

PROCEDURE FOR CLEARANCE OF BRITISH EQUIPMENT THROUGH EGYPTIAN PORTS

The following procedure shall apply with respect to the import and export of British equipment being moved into or out of the Base:—

- 1. Movement of British equipment into or out of the Base shall take place in accordance with a Freight Movement Instruction issued to a contractor by the British authorities. A copy of the Freight Movement Instruction shall be given to the Egyptian authorities, in the case of British equipment moved out of the Base, before shipment takes place, and in the case of inward shipment before the arrival of the British equipment in Egypt. The Freight Movement Instruction shall contain details of the consignment, including the Freight Shipment Order number by which each item is identified. The Freight Shipment Order number shall be marked upon the items shipped.
- 2. British equipment to be moved into or out of the Base shall, with respect to its transit between the Egyptian port and the installation concerned, be covered by a Convoy Note (in the case of road or inland water transport) or by a Railway Warrant, as the case may be. Copies of these documents, which shall bear the Freight Shipment Order number of each item, shall be given to the Egyptian Designated Authority.
- 3. In the case of outward shipment, Freight Requisitions shall be submitted by the contractors to a designated Freight Agent at the port of shipment. These requisitions shall contain the exact measurement of each item, and shall refer in each case to the Freight Shipment Order Number. Copies of Freight Requisitions shall be given to the port authorities at the port of shipment.
- 4. Copies of Bills of Lading and of Ships' Manifests shall be available to the Egyptian port and customs authorities in the normal manner.
- 5. The designated Freight Agent shall, on behalf of the contractors, supply to the Egyptian port and customs authorities such information, documents and forms as are required to comply with the normal working procedure of these authorities.
- 6. Inspection by Egyptian authorities of British equipment moved into or out of the Base shall be in accordance with the following procedure:—
 - (a) In the case of imports, inspection shall normally take place at the port of entry into Egypt, and, in the case of exports, in the installation in which the British equipment to be moved is held.
 - (b) Inspection shall be carried out without unnecessary delay.
 - (c) After inspection clearance shall be given to the British equipment either by affixing a mark upon it or by the issue of a document.
 - (d) If articles arrive in tropical packing, the packages shall not be opened at the port of entry and shall be sealed by the Egyptian authorities. Such articles shall be held on charge by the contractors in the installations. These articles shall not be unpacked unless in the presence of the Egyptian authorities.
 - (e) Packages containing such articles and bearing unbroken seals shall be cleared for re-export without being opened.