

No. 13795

**UNITED STATES OF AMERICA
and
EGYPT**

**Exchange of notes constituting an arrangement relating to
clearance of mines and unexploded ordnance in the
Suez Canal. Cairo, 13 and 25 April 1974**

Authentic text: English.

Registered by the United States of America on 17 March 1975.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉGYPTE**

**Échange de notes constituant un arrangement relatif au
démontage et à l'enlèvement des munitions non explo-
sées dans le canal de Suez. Le Caire, 13 et 25 avril
1974**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 17 mars 1975.

EXCHANGE OF NOTES CONSTITUTING AN ARRANGEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND EGYPT
RELATING TO THE CLEARANCE OF MINES AND UN-
EXPLODED ORDNANCE IN THE SUEZ CANAL

I

*The American Ambassador to the Egyptian Deputy Prime Minister
and Acting Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

Cairo, April 13, 1974

No. 78

Excellency:

I have the honor to refer to the recent discussions between our governments regarding the proposed assistance by the United States in the clearance of mines and unexploded ordnance from the Suez Canal, and to propose that such assistance be governed by the following agreement:

1. The Government of the United States will, subject to the availability of funds, and otherwise in accordance with the laws of the United States, assist in the clearance of the Suez Canal as follows:

A. A special United States force (hereinafter referred to as the "Force") established for these purposes shall, in cooperation with the appropriate authorities of the Arab Republic of Egypt and, as may be agreed, the Armed Forces of the United Kingdom, carry out minesweeping operations in the Suez Canal.

B. The Force shall also provide training and advisory assistance to personnel of the Arab Republic of Egypt with a view to enabling the latter to carry out detection and disposal of unexploded ordnance situated in or adjacent to the Suez Canal, but the Force shall not itself carry out such operations.

C. The provisions of this Agreement governing the presence of the Force in the Arab Republic of Egypt shall be applicable until the termination of the activities of the Force referred to in sub-paragraphs A and B above and the consequent departure of the Force.

2. The Government of the Arab Republic of Egypt will provide such assistance as may be necessary for the safety of the Force and its members in carrying out the activities referred to in paragraph 1.

3. The Government of the United States will make every effort to ensure that the activities of the Force referred to in paragraph 1 are carried out in such a manner as to render the Suez Canal and its environs safe for further clearance activities and subsequent operation; however, the Government of the United States cannot guarantee that all hazardous objects will be located and removed or rendered harmless.

4. The Government of the Arab Republic of Egypt waives any and all claims against the Government of the United States, and agrees to indemnify and hold harmless the Government of the United States against any and all claims by others, whether governments or private parties, arising out of any acts or omissions of the Government of the

¹ Came into force on 25 April 1974 by the exchange of the said notes.

United States, the Force or its members in the conduct of the activities referred to in paragraph 1.

5. In accordance with such procedures as may be established under paragraph 9 hereof:

A. Vessels and aircraft assigned to or supporting the Force may freely enter and depart territorial waters, ports and airfields of the Arab Republic of Egypt, without payment of fees or charges.

B. Members of the Force will be allowed freedom of movement within the Arab Republic of Egypt, other than areas the Government of the Arab Republic of Egypt may designate as restricted areas, and freedom of entry to and egress from the Arab Republic of Egypt.

6. Members of the Force will respect the laws, customs and traditions of the Arab Republic of Egypt, and will abstain from activity inconsistent with the spirit of this Agreement. The Government of the United States shall take necessary measures to that end.

7. Members of the Force shall be immune from the criminal, civil and administrative jurisdiction of the Arab Republic of Egypt unless, in a particular case, the Government of the United States elects in writing to waive such immunity. The Force and its members, and property belonging to either, shall be exempt from all forms of taxation, customs, and other regulations, except as may be agreed pursuant to paragraph 9.

8. The term "members of the Force" means members of the Armed Forces of the United States and persons serving with or employed by the said Armed Forces, including contractor personnel, while in the Arab Republic of Egypt in connection with the activities referred to in paragraph 1 above. All members of the Force shall be furnished with appropriate identification which shall be produced, upon demand, to the appropriate authorities of the Arab Republic of Egypt.

9. Supplementary arrangements between the appropriate authorities of the two governments may be entered into as required to carry out the purposes of this Agreement.

If the foregoing is acceptable to the Government of the Arab Republic of Egypt, I have the honor to propose that this Note and your Note in reply confirming acceptance will constitute an Agreement between our respective governments.

Accept, Excellency, the assurance of my highest consideration.

HERMANN FR. EILTS

His Excellency Dr. Mohamed Abdel Kader Hatem
Deputy Prime Minister
and Acting Minister of Foreign Affairs
Cairo

II

The Egyptian Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
THE MINISTER

Cairo, 25 April, 1974

Mr. Ambassador,

I have the honour to acknowledge receipt of your Excellency's letter dated 13th of April 1974 regarding the proposed assistance by the United States

Government in the clearance of mines and unexploded ordnance from the Suez Canal.

The Government of the Arab Republic of Egypt, whilst welcoming the assistance proposed by the United States, notes with appreciation that members of the force will respect the laws, customs and traditions of the Arab Republic of Egypt, that they will abstain from activity inconsistent with the spirit of these arrangements, and that the Government of the United States shall take necessary measures to that end.

The Government of the Arab Republic of Egypt wishes, furthermore, to signify its understanding as to some of the points raised in the aforementioned letter:

1. Desirous to ensure the safety of the American Force and its members while carrying out their activities in Egypt, the Government of the Arab Republic of Egypt shall spare no effort, as far as possible, in providing assistance for the safety of the Force in conformity with the regulations issued by the Egyptian authorities.

2. The Governments of the Arab Republic of Egypt and of the United States of America waive any and all claims against each other for damage to property, or for death or injury to any member of either party in the course of his activities in the clearance of the Suez Canal, or by any other act or omission for which either of the parties is legally responsible. Claims (other than contractual claims and those waived by the Arab Republic of Egypt) arising out of acts or omissions of a member of the Force or the United States Government done in the performance of his official duty, or out of any other act, omission or occurrence for which the force or the United States Government is legally responsible, will be dealt with by the Egyptian Government and in all cases settled at the cost of the Arab Republic of Egypt. Claims in respect of acts or omissions of a member of the Force or the United States Government arising otherwise than out of or in the course of his duty in Egypt may at the discretion of the United States service authorities be dealt with and settled by such authorities.

3. The Government of the Arab Republic of Egypt, while recognizing the freedom of entry and departure as referred to in subparagraphs "A" and "B" of paragraph "5" of the above mentioned letter, wishes to stress the following:

A. Prior authorization is necessary for entry of aircraft and vessels assigned to or supporting the force to the ports, airfields of Egypt and to Egyptian territorial waters and for the departure of such aircraft from Egyptian airfields. Reasonable notification shall be given prior to departure of vessels supporting the force from ports and Egyptian territorial waters.

B. Freedom of entry and departure is recognized to the members of the force, in accordance with arrangements to be agreed upon with the Egyptian competent authorities.

4. The Government of the Arab Republic of Egypt agrees to grant immunity from criminal jurisdiction to the members of the Force as provided for in your letter. However the Government of the Arab Republic of Egypt reserves its position to undertake the following:

A. On the event of violation to Egyptian laws or regulations by a member of the Force. Egyptian authorities may take him into custody without subjecting him to ordinary routine of arrest. In such a case Egyptian authorities shall deliver the offender immediately to the nearest authority representing the force.

B. When a member of the Force is taken into custody. Egyptian authorities may undertake a preliminary interrogation in the presence of a representative of the United States Government.

C. While handing over the offender, Egyptian authorities shall inform the command of the Force of the charge sustained against him together with a copy of the preliminary interrogation.

D. The command of the Force shall carry out a detailed investigation with the offender and shall deliver a copy of the inquest to the Egyptian competent authorities.

E. The Command of the Force and the Egyptian authorities shall assist each other in carrying out all necessary investigation concerning offences committed by a member of the Force including producing witnesses, collecting and presenting evidence, seizing and handing over items connected with the offence.

5. Members of the Force shall not be subject to the civil jurisdiction of Egyptian courts in matters related to the carrying out of their official activities.

6. Members of the Force may wear the Uniform and insignias of the United States Armed Forces when within the operation zones. Outside these areas, they will wear civilian clothes.

7. All members of the Force shall be furnished with appropriate identification cards issued by Egyptian competent authorities. Such cards shall be produced upon demand, to the authorities of the Arab Republic of Egypt.

8. The term "Members of the Force" as defined in paragraph "8" of your letter does not include Egyptian individuals serving with or employed by the Force.

If the above points are acceptable, your letter of April 13 and this letter constitute an arrangement between our two governments for the execution of activities related to United States assistance in the clearance of mines and assistance in clearance of unexploded ordnance in the Suez Canal area.

Accept, Mr. Ambassador, the assurance of my highest consideration.

[Signed]

ISMAIL FAHMY

Minister of Foreign Affairs

III

The American Ambassador to the Egyptian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Cairo, April 25, 1974

Excellency,

I have the honor to acknowledge receipt of Your Excellency's letter of April 25, 1974 and to confirm my Government's acceptance of the contents of that letter.

Accept, Excellency, the assurances of my highest consideration.

HERMANN FR. EILTS

His Excellency Ismail Fahmy
Minister of Foreign Affairs
Cairo