

No. 14922

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
EGYPT**

**Agreement on technical co-operation (with appendices).
Signed at Cairo on 12 November 1974**

Authentic texts: English and Arabic.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 27 July 1976.*

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

**Accord de coopération technique (avec appendices). Signé
au Caire le 12 novembre 1974**

Textes authentiques : anglais et arabe.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 27 juillet 1976.*

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

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

Desiring to strengthen the friendly relations existing between them;

Appreciating the importance of broadening the field of technical co-operation between their respective countries, and in pursuance of the Cultural Convention between the two countries signed at Cairo on the 26th day of September 1965;²

Have agreed as follows:

Article I. The Contracting Parties shall endeavour to develop economic, social, scientific, technical and educational co-operation to the maximum possible extent in accordance with the provisions of this Agreement and within the limits of the laws and regulations in force in the two countries.

Article II. The Contracting Parties shall, subject to the availability of the necessary finance and other resources, foster programmes of training and technical development in such fields within the terms of Article I as may at any time during the currency of this Agreement be specified and arranged by the two Governments.

Article III. In pursuance of the objectives referred to in Articles I and II, the United Kingdom shall, acting where appropriate through the British Council, at their discretion and where practicable provide technical assistance to the Arab Republic of Egypt in any field of civil (including civilian police) activity contributing to the social or economic development of the country.

Article IV. (1) Technical assistance within the terms of Article III shall normally be provided in the form of

- (a) training in the United Kingdom for citizens of the Arab Republic of Egypt nominated by the Government of the Arab Republic of Egypt;
- (b) the services of visiting British experts;
- (c) consultancy services;
- (d) gifts of equipment, including books, for appropriate projects.

(2) The terms and conditions on which the United Kingdom Government shall provide assistance in these forms shall be as set out in the Appendices A-D which shall form an integral part of this Agreement.

Article V. Technical assistance as described in Articles III and IV shall be provided in response to requests received from the Government of the Arab Republic of Egypt. All such requests shall be transmitted through the British

¹ Came into force provisionally on 12 November 1974 by signature and definitively on 12 July 1975, the date of receipt of the last of the diplomatic notes by which the Parties informed each other of the fulfilment of the necessary constitutional requirements, in accordance with article VIII.

² United Nations, *Treaty Series*, vol. 659, p. 71.

Embassy in Cairo and a copy shall be delivered for information to the Embassy of the Arab Republic of Egypt in London.

Article VI. Each Contracting Party shall provide the other with such relevant information as can reasonably be made available in respect of co-operation in the fields referred to in Articles I, II and III.

Article VII. This Agreement may be amended by an exchange of Notes between the Contracting Parties.

Article VIII. This Agreement shall enter into force provisionally as from its date of signature. Each Contracting Party shall inform the other Contracting Party by an exchange of Notes through the diplomatic channel that the necessary constitutional requirements have been fulfilled to enable it to give effect to this Agreement. This Agreement shall enter into force definitively on the date of receipt of the later of the two Notes. This Agreement shall be valid for a period of five years from the date of signature and shall be extended automatically for successive periods of one year unless one of the Contracting Parties informs the other Party in writing six months prior to its date of expiry of its desire to terminate the Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Cairo on this 12th day of November 1974 in the English and Arabic languages, both texts being equally authoritative.

For the Government
of the United Kingdom of Great Britain
and Northern Ireland:

[Signed]

PHILIP ADAMS
H. B. M. Ambassador
to the Arab Republic of Egypt

For the Government
of the Arab Republic of Egypt:

[Signed]

Ambassador GAMAL BARAKAT
Director
Cultural Relations and Technical
Co-operation Department,
Ministry of Foreign Affairs

APPENDIX A. TRAINING

STUDY FELLOWSHIPS IN THE UNITED KINGDOM

1. Training in the United Kingdom provided pursuant to Articles III and IV of the Agreement will normally be limited by the availability of places and will be confined to citizens of the Arab Republic of Egypt who are employed in the Government departments and public sector corporations and who are nominated by the Government of the Arab Republic of Egypt. Candidates for training in the United Kingdom must have adequate command of English, though the Government of the United Kingdom may at their discretion provide up to three months' English tuition in the United Kingdom to bring suitable candidates to the qualifying standard. Technical and practical training will be provided as far as possible at professional post-graduate or similar advanced level. Under-graduate courses which are not obtainable in Egypt, may also be provided. Training will not normally be for less than three months or more than three years' duration.

2. For Study Fellows accepted for training under these arrangements the Government of the United Kingdom will, at their expense:
- (a) Meet the cost of travel in the United Kingdom to the place of training and meet necessary incidental expenses;
 - (b) Pay training fees and pay the cost of essential books and equipment within such limits as the Government of the United Kingdom might determine;
 - (c) Provide a maintenance grant (or special daily allowance in the case of a residential course), payable monthly in advance, which is designed to cover basic living expenses. A reduced grant is payable in the event of a prolonged stay in hospital (National Health facilities will be available to Study Fellows for illness contracted after their arrival in the United Kingdom);
 - (d) Provide in appropriate cases an allowance for the purchase of warm clothing which may be supplemented after a year in cases of longer periods of training.
3. The Government of the United Kingdom will arrange for Study Fellows to be placed in the United Kingdom and will look after their welfare giving help with such matters as accommodation.
4. The Government of the United Kingdom will have the right to terminate the training of and withdraw all assistance from a Study Fellow who in its opinion has misconducted himself or is not benefiting satisfactorily from the training provided. Before exercising such a right the Government of the United Kingdom will inform the Government of the Arab Republic of Egypt. The course of training in the United Kingdom may not be changed from that requested except with the prior consent of both Governments.

APPENDIX B

TERMS AND CONDITIONS FOR BRITISH EXPERTS

1. Pursuant to the provisions of Article IV (2) of the Agreement, these terms and conditions will apply to persons provided by the Government of the United Kingdom at their expense to fulfil temporary advisory duties (which may include related executive or training duties) of a specialist, technical or professional nature in Egypt in any field of civil (including civilian police) activity contributing to the social or economic development of the country, or to carry out specific projects of a complete and short-term nature requiring expert knowledge and experience. Such persons are hereinafter referred to as "experts".

2. The provisions of this Appendix apply in the main to experts filling temporary advisory posts, but it may be considered from time to time that a post on the permanent establishment of a Ministry or public institution should be filled by a British expert for a limited period. In such cases it would be the intention that an expert appointed to fill the post would be chiefly concerned to train an Egyptian counterpart except in the educational field when there might be a continuing need for British lecturers to carry a normal teaching load. These exceptional arrangements will normally be confined to key posts and to duties of an administrative or professional character. In each case the Government of the Arab Republic of Egypt will make a mutually determined contribution to the Government of the United Kingdom corresponding to the local salary less notional tax it would have paid to an Egyptian officer for the post in addition to the privileges specified in paragraphs 4, 5, 7, 10, 11, 13, 14 and 15 below.

Responsibilities of the Government of the United Kingdom

3. For each expert the Government of the United Kingdom will pay:
- (a) all salary and allowances, except as otherwise provided in this Appendix, accruing to the expert as a consequence of his service in Egypt;

- (b) the cost of his travel to and from the place of his assignment in Egypt;
- (c) the cost of shipping by sea or air, as may be appropriate to and from the place of his assignment in Egypt, specialist equipment required by him;
- (d) such allowances, additional to those payable under paragraph 4 below, as the Government of the United Kingdom may decide.

Responsibilities of the Government of the Arab Republic of Egypt

4. For each expert the Government of the Arab Republic of Egypt will provide:

- (a) local support for the work of the expert, including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or laboratory assistants and free postal and telecommunications facilities for official purposes;
- (b) such accommodation or daily allowance (normally 50% of the hotel bill for accommodation and meals) as may be determined between the Government of the United Kingdom and the Government of the Arab Republic of Egypt as being appropriate. If the expert is housed in fully furnished quarters suitable for his family circumstances or in a government hostel, no rent will be chargeable to him. Water, telephone and electricity charges in respect of such quarters will be his responsibility;
- (c) local transport for, and subsistence allowance during, official journeys;
- (d) each Ministry will provide medical services and facilities in first-class hospitals on the recommendation of a doctor nominated by the Ministry;
- (e) assistance in clearance through customs of special equipment required by the expert and his personal effects;
- (f) a document which identifies him and certifies that he is assigned to the Government of the Arab Republic of Egypt

5.1. The Government of the Arab Republic of Egypt will exempt each expert from income tax, or any other tax payable under Egyptian legislation, including the General Tax on, or calculated in relation to the emoluments or other benefits of his employment paid to each expert by the Government of the United Kingdom for his services in Egypt.

5.2. The Government of the Arab Republic of Egypt will exempt from customs duty:

- (a) in the case of an expert whose residence in Egypt is for less than one year, items, whether new or used, of personal or household effects (which for the purpose of this paragraph include one motor vehicle) on condition that these items are re-exported when the expert leaves Egypt having completed his assignment. The expert will not be allowed to dispose of these items within Egypt to a person who does not himself enjoy exemption unless the following requirements are met:
 - (i) he is transferred; and
 - (ii) the responsible authority in the Ministry of Finance Economy and Foreign Trade gives its consent;
 - (iii) he pays to the Customs Board before disposal the amount of all customs and other imposts due on the goods according to their condition and value at the date of original clearance through customs and in accordance with customs tariff in force at such date.
- (b) in the case of an expert, whose residence in Egypt is for one year or longer, items, whether new or used, of personal or household effects (which for the purposes of this paragraph include one motor vehicle) to a value equal to six months' gross salary but with a maximum of £E2,000. The effects must arrive within six months of the expert's arrival but the period may be extended for a further six months at the discretion of the Director-General of Customs provided that the expert's period of residence under his contract has already begun. It is also a condition that a motor

vehicle must be re-exported when the expert leaves the country after completing his assignment if the period of residence is less than five years. The expert may not dispose within Egypt of the goods on which exemption is granted under this subparagraph to a person who does not himself enjoy exemption unless the following requirements are met:

- (i) he is transferred; and
- (ii) the responsible authority in the Ministry of Finance Economy and Foreign Trade gives its consent; and
- (iii) he pays to the Customs Board before disposal the amount of all customs and other imposts due according to the condition and value of the goods at the time of disposal and in accordance with the customs tariff in force at the time of disposal except that no customs and other taxes or imposts will be payable if the exempted person disposes of the exempted goods more than five years after their original clearance through customs. Notwithstanding the above, the responsible Egyptian authorities may allow the expert to sell his motor vehicle at any time if it is seriously damaged in an accident after payment of customs and other dues assessed according to its condition after the accident and at the rates in force at the time. The expert may also give up or abandon his car provided that no expenses fall on the State Treasury. He may also destroy it under official supervision at his expense.

5.3. An expert is entitled to buy consumer goods duty free from the free shop in Egypt to a monthly limit of £E10 payable in hard currency.

5.4. An expert is entitled to import sundries including medicine and presents by parcel post according to local regulations in force.

5.5. An expert is entitled to remit 50% of his salary to his home country subject to the regulations in force at the time.

General

6. The terms of reference of each assignment for each expert will be specified in individual arrangements.

7. An expert will not normally be expected to take paid leave of absence on normal working days during his period of service in Egypt. In the case of experts serving for more than four months, however, the expert will be entitled to leave at the end of the contract, at the rate specified in the Memorandum related to his assignment.

8. The Government of the Arab Republic of Egypt will have the right to request the recall of any expert whose work or conduct is unsatisfactory. Before exercising such right the Government of the Arab Republic of Egypt will inform the Government of the United Kingdom. The Government of the United Kingdom will make every effort to obtain a replacement for the re-called expert if the Government of the Arab Republic of Egypt so requests.

9. Each expert, although employed by the Government of the United Kingdom, is engaged for the benefit of the Government of the Arab Republic of Egypt and will be expected to use his best endeavours in the interests of that Government in carrying out his assignment.

10. Each expert will have the right to communicate with the Government of the United Kingdom as well as to the Government of the Arab Republic of Egypt on matters relating to his assignment, unless the two Governments have otherwise mutually agreed.

11. Experts and their families will be exempt from normal immigration restrictions but they will be required to register with the Egyptian police and obtain a residence permit which will be granted to them (it is sufficient for the administration section of the Ministry seeking to employ the expert to ask the Ministry of Interior to grant him and his

family a residence permit). Each expert and his family will be exempt from registration and residence dues.

12. The Government of the Arab Republic of Egypt will exempt from import and export duties and other public charges equipment imported by the Government of the United Kingdom, with the agreement of the Government of the Arab Republic of Egypt, for the benefit of the project to which the expert is assigned. If however the Government of the United Kingdom subsequently sells or disposes of, other than as a gift, any equipment which has been exempted from customs duties under this paragraph, to any person or organisation not entitled to customs franchise privileges, the Government of the United Kingdom will pay the duty on the equipment so disposed of according to the condition and value of the goods at the time of disposal and in accordance with the customs tariff in force at the time of disposal.

13.1. The Government of the Arab Republic of Egypt will bear all risks and claims resulting from the act or omission of the expert while performing his duties. The Government of the Arab Republic of Egypt will indemnify the Government of the United Kingdom and the expert and hold them harmless against any and all liability, suits, actions, demands, damages, costs or fees on account of death, injuries to persons or property, or any other losses resulting from an act or omission while performing his duties.

13.2. The Government of the United Kingdom accept that if the Government of the Arab Republic of Egypt meet any claim on behalf of an expert in accordance with the provisions of sub-paragraph 1 of this paragraph, the Government of the Arab Republic of Egypt will be entitled to exercise and enforce the benefit of any right of set-off, counter-claim, indemnity, contribution or guarantee to which such an expert may have in respect of the act or omission to which such a claim relates. The Government of the United Kingdom will place at the disposal of the Government of the Arab Republic of Egypt any information which is in its possession and which is required for the purpose of any case to which sub-paragraph 1 of this paragraph relates. They will also afford to the Government of the Arab Republic of Egypt for these purposes such other assistance as may be open to them. In case assistance be unreasonably withheld or information be withheld in spite of the fact that it could have been forwarded by the Government of the United Kingdom and should, by the withholding of such information and assistance, a verdict of indemnity be passed against the Government of the Arab Republic of Egypt it shall not be committed to comply with the provisions of sub-paragraph 1 and in such circumstances it shall be entitled to claim to be paid for such commitments by the Government of the United Kingdom, which shall be responsible for payment while retaining the right to make a claim against the expert.

13.3. Without prejudice to the provisions of sub-paragraph 2 if so requested by the Government of the United Kingdom or by the expert, the Government of the Arab Republic of Egypt will conduct on behalf of the Government of the United Kingdom or the expert any litigation arising out of acts or omissions referred to in sub-paragraph 1 of this paragraph.

14. Experts provided under these arrangements, and their families, will, while in Egypt:

- (a) be immune from national service obligations (that is, civil and military recruitment);
- (b) be accorded the same facilities to obtain local currency as are accorded to officials of comparable rank forming part of a diplomatic mission;
- (c) be given the same repatriation facilities in time of national or international crisis as the Egyptian Government may grant to diplomatic envoys according to the laws in force at the time;
- (d) be accorded their usual rights in International Law regarding any damage or loss of personal effects resulting from public disturbances.

Arrangement concerning the British Council and its operations in the Arab Republic of Egypt

15.1. The Government of the United Kingdom hereby designate with the consent of the Government of the Arab Republic of Egypt the British Council as an agency to promote co-operation in educational, scientific, cultural and technical matters between their two countries in accordance with the Cultural Convention signed on 26 September 1965.

15.2. To achieve this purpose the British Council may perform the following functions:

- (a) facilitate and make arrangements for the recruitment of British advisers, experts, lecturers and teachers for schools and other educational institutions in Egypt on such terms as shall be arranged between the Ministers of Education or Higher Education of the Government of Egypt and the British Council;
- (b) provide bursaries and scholarships in the United Kingdom for suitably qualified nationals of Egypt through the Government of the Arab Republic of Egypt;
- (c) assist in administering the Government of the United Kingdom's programme of Technical Assistance to the Government of Egypt;
- (d) provide and operate in Egypt libraries of British books on scientific and educational subjects;
- (e) assist the Egyptian Government in the promotion of a wider knowledge of the English language;
- (f) discharge such other responsibilities as it may from time to time agree to assume at the request of both Governments.

15.3 The Government of the Arab Republic of Egypt will grant to:

- (a) the Representative appointed by the British Council to discharge its functions;
- (b) the United Kingdom based members of his staff, the following exemptions and facilities, namely:
 - (i) exemption from customs duty on personal and household effects (including one motor vehicle) to the same extent and subject to the same conditions as are provided for in relation to experts in accordance with paragraph 5.2. of this Appendix.
 - (ii) exemption from taxes on the salaries, emoluments or other benefits paid directly by the British Council, considered as a foreign public organisation having its main offices abroad, to the personnel who work in the branch to be established in Egypt, even if they are paid to Egyptians working in Egypt.

The branch of the British Council in Egypt shall keep in a separate account all income arising in Egypt. All payments from this account of salaries and emoluments shall be subject to income taxes in the Arab Republic of Egypt.

- (iii) a document which identifies them as being authorised members of the British Council in Egypt.
- (iv) the exemptions and facilities specified in paragraph 14 of this Appendix.

15.4. The Government of the Arab Republic of Egypt will grant exemption from customs duty, import duty and similar tax on all materials and equipment (including motor vehicles to be specified through an exchange of letters) imported by the British Council for its official purposes in Egypt: If however the British Council sells or disposes of any material, equipment or car which has been exempted from customs and other duties under this paragraph, to any person or organisation not entitled to customs franchise privileges, the British Council should inform the customs and will pay the duty on material equipment or car so disposed of according to the condition and value of the goods at the time of disposal and in accordance with the customs tariff in force at the time of disposal.

15.5. The Government of the Arab Republic of Egypt will grant to advisers, experts, lecturers and teachers assigned for service in Egypt by the British Council and their families as mentioned in sub-paragraph 2 of this paragraph the exemptions, and facilities which are provided for experts and their families. (For the purpose of this sub-paragraph any reference to the Government of the United Kingdom shall be interpreted as a reference to the British Council.)

APPENDIX C

CONSULTANCY SERVICES

1. At the request of the Government of the Arab Republic of Egypt the Government of the United Kingdom may provide the services of firms of consultants or other organisations in the United Kingdom to carry out feasibility or economic viability studies of projects or provide certain other services. Such firms or organisations are hereinafter referred to as "the firms".

2. In such cases payment of those charges of the firms which, under the arrangements for the consultancy made between the Government of the United Kingdom and the firms, are payable in sterling will be the responsibility of the Government of the United Kingdom. The Government of the Arab Republic of Egypt will be expected to provide at their own expense or pay for all local facilities such as laboratory space with all the normal facilities thereof, transport, local staff, secretarial facilities and office accommodation which are required by the firms to carry out the assignment in Egypt. Subject to mutual arrangements to be agreed upon between the two Governments and before the Government of the United Kingdom concludes its arrangements with the firms, the Government of Egypt would reimburse the Government of the United Kingdom a percentage of the sterling payments that the Government of the United Kingdom will make to the firms to provide the services required but no such reimbursement will normally be required in respect of feasibility or economic viability studies or similar pre-investment investigations. The local facilities to be provided by the Government of the Arab Republic of Egypt and all the other necessary arrangements will be arranged between the two Governments before the Government of the United Kingdom concludes its arrangements with the firms.

APPENDIX D

GIFTS OF EQUIPMENT

The Government of the United Kingdom is ready to make gifts, but not for individual ownership, of British equipment whether for training, research or such other purposes as may be approved, and in suitable cases to supply books required for the libraries of educational, training or research institutions or in connection with, or as a result of, the assignments of British experts in Egypt. The Government of the United Kingdom will meet the cost of transporting such equipment and books to Egypt and the Government of the Arab Republic of Egypt will be responsible for its installation and for customs clearance and transport within Egypt. The Government of the Arab Republic of Egypt will also afford the Government of the United Kingdom any such reasonable facilities as it may require to evaluate the performance of any equipment supplied in accordance with this paragraph.