

No. 17727

**CANADA
and
ZAIRE**

**General Agreement for development co-operation (with
annexes). Signed at Kinshasa on 11 November 1977**

Authentic texts: English and French.

Registered by Canada on 11 April 1979.

**CANADA
et
ZAÏRE**

**Accord général relatif à la coopération au développement
(avec annexes). Signé à Kinshasa le 11 novembre 1977**

Textes authentiques : anglais et français.

Enregistré par le Canada le 11 avril 1979.

GENERAL AGREEMENT¹ FOR DEVELOPMENT CO-OPERATION BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERN- MENT OF THE REPUBLIC OF ZAIRE

The Government of Canada and the Government of the Republic of Zaire (hereinafter called "the Executive Council of the Republic of Zaire"), wishing to strengthen the existing cordial relations between the two countries and their peoples as equal and sovereign partners inspired by the spirit of the General Convention on technical, scientific and economic cooperation signed by the two Contracting Parties on July 19, 1971, moved by the desire to renew this Convention by redefining the conditions of implementation of the development co-operation program in conformity with the objectives of economic and social development of Zaire, have agreed to the following provisions:

TITLE I. THE DEVELOPMENT CO-OPERATION PROGRAM

Article I. The program of development co-operation shall provide for:

1. The granting of scholarships to citizens of Zaire for studies and professional training in Canada or a third country;
2. The assignment of Canadian experts, advisers and other specialists to Zaire;
3. The provision of equipment, materials and other goods required for the execution of co-operation projects in Zaire;
4. The elaboration of studies and projects designed to contribute to the economic and social development of Zaire; and
5. Any other form of assistance which may be mutually agreed upon by the Contracting Parties.

Article II. 1. It is intended, on the basis of the provisions of this Agreement, to conclude loan agreements and specific arrangements pertaining to the matters mentioned in Article I above.

2. Unless otherwise stated, specific arrangements concerning grants or contributions from the Government of Canada shall be considered as administrative arrangements.

3. Loan agreements shall be the subject of formal agreements between the Contracting Parties and shall bind them under international laws.

4. To reach the objectives of this Agreement, the Government of Canada and the Executive Council of the Republic of Zaire agree to proceed with an annual review of the development co-operation program.

Article III. Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in annex A and the Executive Council of the Republic of Zaire shall assume the responsibilities described in Annex B in respect of any specific project established under a loan agreement or a specific arrangement. The Annexes A and B shall be integral parts of this Agreement.

¹ Came into force on 11 November 1977 by signature, in accordance with article XIV.

TITLE II. CANADIAN GOODS AND SERVICES

Article IV. For the purposes of this Agreement:

1. "Canadian firms" means Canadian or other non-Zairean firms or institutions engaged in any project established under a loan agreement or a specific arrangement.
2. "Canadian personnel" means Canadians or other persons from outside Zaire working in that country on any project established under a loan agreement or a specific arrangement.
3. "Dependants" means:
 - (a) The spouse of a member of the Canadian personnel;
 - (b) The child of a member of the Canadian personnel or his spouse who is less than twenty-one years old and is in the charge of one of them or who is twenty-one years of age or older and is in the charge of one of them because of physical or mental disability; and
 - (c) Any other person recognized as a dependant.

Article V. The Executive Council of the Republic of Zaire agrees that the Government of Canada, Canadian firms and Canadian personnel shall be saved harmless from and against all claims, damages, interests, losses, costs or expenses resulting from bodily injury to a third party, the loss of goods belonging to a third party or damage to the property of a third party which may have been caused by or suffered as a result of the execution of a project or any of its components, except when the courts judge that such injury, loss or damage was intentional as a result of gross misconduct, fraud, gross negligence or criminal acts.

Article VI. The Executive Council of the Republic of Zaire shall exempt Canadian firms and Canadian personnel, including their dependants, from all resident and local taxes, including income taxes or other types of taxes on any income arising outside of Zaire or from Canadian aid funds or on their income coming from the Executive Council of the Republic of Zaire, as provided in this Agreement, any loan agreement or any specific arrangement, as well as exempt them from the necessity of filing income tax returns in order to justify these exemptions.

Article VII. The Executive Council of the Republic of Zaire shall exempt Canadian firms and Canadian personnel, including their dependants, from all entry and customs duties, sales and purchase tax and all other duties, taxes, charges or levies on vehicles, technical or professional equipment and household and bona fide personal effects, provided that all these goods are re-exported except those no longer of any use or those transferred to persons entitled to the same privileges.

Article VIII. Each member of the Canadian personnel may import or export, free of any entry or customs duties, sales and purchase tax and any other duties, taxes or charges, a vehicle for his personal use. This privilege may be exercised every three (3) years. However, in the event of fire, theft or an accident causing major damage to the vehicle, such privilege shall be renewable before this period has expired. The sale or disposal of such vehicle shall be subject to the regulations governing the vehicles of officials of international organizations who are posted in Zaire.

Article IX. The Executive Council of the Republic of Zaire shall exempt equipment, products, materials and any other goods imported into Zaire for the execution of projects established under loan agreements or specific arrangements from all entry and customs duties and all other import or inspection taxes.

Article X. The Executive Council of the Republic of Zaire shall guarantee Canadian personnel and their dependants the right to maintain bank accounts in convertible zaires and export the money that they have imported into Zaire.

Article XI. The Executive Council of the Republic of Zaire shall inform Canadian firms and Canadian personnel of the local laws and regulations which may concern them in the performance of their duties.

Article XII. The Executive Council of the Republic of Zaire shall provide:

- (a) All permits, licences and other documents required by Canadian firms and Canadian personnel in the performance of their duties in Zaire; and
- (b) Export permits and exit visas, as the case may be, for Canadian personnel and their dependants and for materials, professional and technical equipment and the personal effects of this personnel.

TITLE III. FINAL PROVISIONS

Article XIII. Any differences which may arise in the application of the provisions of this Agreement, a loan agreement or a specific arrangement, shall be settled by negotiations between the Government of Canada and the Executive Council of the Republic of Zaire or in any other manner mutually acceptable to the Contracting Parties to this Agreement.

Article XIV. This Agreement shall be effective on the date it is signed by the two Contracting Parties and shall remain effective as long as one Contracting Party or the other has not terminated it by six months' notice in writing. However, such termination shall not void the contracts already entered into and the guarantees already given under this Agreement.

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

DONE in two copies, at Kinshasa, this 11th day of November 1977, in English and French, each of which so executed shall be deemed to be an original.

EN FOI DE QUOI, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en deux exemplaires à Kinshasa, le 11^e jour de novembre 1977, en anglais et en français, chaque version faisant également foi.

JEAN-PIERRE GOYER

Pour le Canada

For Canada

UMBA DI LUTETE

Pour la République du Zaïre

For the Republic of Zaïre

ANNEX A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

I. Unless otherwise indicated in loan agreements or specific arrangements, the Government of Canada shall finance the following expenditures, based on the rates authorized in compliance with its regulations:

- A. Expenditures relating to sending Zairean scholarship holders abroad, including:
 - 1. Enrolment and tuition fees, books, supplies or material required;
 - 2. A living allowance;
 - 3. Medical and hospital expenses;
 - 4. Economy-class fares for travel by airplane or any other approved means of transportation, in compliance with the requirements of the scholarship program;
- B. Expenditures related to Canadian personnel:
 - 1. Their salaries, fees, allowances and other benefits;
 - 2. Their travel expenses and those of their dependants between their normal place of residence and their place of assignment in Zaire;
 - 3. Their travel expenses and those of their dependants while on leave authorized during their period of assignment;
 - 4. The cost of shipping, between their normal place of residence and their place of assignment in Zaire, their personal and household effects, those of their dependants, and specialized technical material required for the execution of their duties;
- C. Expenses related to certain projects:
 - 1. The cost of engineers', architects' and other services required for the execution of projects;
 - 2. The cost of providing merchandise, materials, matériel, equipment and other goods and transporting them to the port of entry in Zaire.

II. Contracts for the purchase of goods or commissioning of services financed by the Government of Canada and required for the execution of individual projects shall be signed by the Government of Canada or one of its agencies. However, it may be provided for the Executive Council of the Republic of Zaire to sign such contracts itself in compliance with the following conditions or with other conditions specified in loan agreements or specific arrangements. Unless expressly authorized otherwise by the Government of Canada:

- 1. Goods acquired in Canada must have a Canadian content of at least sixty-six and sixty-six per cent (66.66%);
- 2. There must be an invitation to tender and the contract must be given to the lowest bidder;
- 3. Terms of payment and other clauses in contracts must be approved beforehand by the Government of Canada; and
- 4. Canadian suppliers shall be paid directly by the Government of Canada.

III. The Government of Canada shall submit to the Executive Council of the Republic of Zaire, for approval, the assignment in Zaire of members of Canadian personnel.

IV. The Canadian Government shall provide the Executive Council of the Republic of Zaire in advance with a list of the Canadian personnel and their dependants entitled to the rights and privileges set forth in this Agreement.

ANNEX B

RESPONSIBILITIES OF THE EXECUTIVE COUNCIL OF THE REPUBLIC OF ZAIRE

I. The Executive Council of the Republic of Zaire shall provide and defray the services and expenditures mentioned below:

1. A fixed accommodation allowance of 500 Z (five hundred zaires) per month, which shall be revised annually and paid each month for each member of the Canadian personnel assigned in Kinshasa; and, for each member of the Canadian personnel assigned outside of Kinshasa, suitable accommodation, furnished and equipped, or a fixed allowance representing as precisely as possible the value of such accommodation, from the time of arrival in Zaire to the end of his assignment; each specific arrangement shall provide for the funds necessary for the payment of these fixed allowances, to be made available.
2. Furnished premises and office services in compliance with the standards of the Executive Council of the Republic of Zaire, including adequate facilities and materials, support staff, professional and technical material, and telephone, mail and any other services which the Canadian personnel would need in order to carry out their duties;
3. Travel expenses of Canadian personnel on service missions authorized during their assignment, as well as a reasonable living allowance;
4. The granting of entry, exit and visitor's visas to Canadian personnel and their dependants at no charge;
5. The recruiting and seconding of counterparts when required for the project;
6. Any assistance for the purpose of facilitating the travel of Canadian personnel in the performance of their duties in Zaire;
7. Any assistance for the purpose of expediting the clearance through customs of equipment, products, materials and other goods required for the execution of projects and the personal and household effects of Canadian personnel and their dependants;
8. The storage of articles mentioned in paragraph 7 above during the period when they are held at customs and any measures required to protect these articles against natural elements, theft, fire and any other danger;
9. The rapid dispatch of all equipment, products, materials and other imported goods required for the execution of projects, from the port of entry in Zaire to project sites, including, where necessary, the obtaining of priority by Zairean forwarding and transportation agents;
10. Permission to use all means of communication such as frequency radio transmitters and receivers approved in Zaire and telephone and telegraph networks, depending on the needs of program and projects;
11. Reports, records, maps, statistics and other information related to projects and likely to help Canadian personnel;
12. Other measures within its jurisdiction in order to eliminate all obstacles hindering the execution of projects.

II. The Executive Council of the Republic of Zaire acknowledges that each member of the Canadian personnel on assignment in Zaire shall be entitled to a period of annual leave.
