

No. 18378

**FEDERAL REPUBLIC OF GERMANY
and
EGYPT**

**Agreement regarding technical co-operation. Signed at
Cairo on 27 June 1973**

Authentic texts: German, Arabic and English.

Registered by the Federal Republic of Germany on 28 March 1980.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
ÉGYPTE**

**Accord de coopération technique. Signé au Caire le 27 juin
1973**

Textes authentiques : allemand, arabe et anglais.

Enregistré par la République fédérale d'Allemagne le 28 mars 1980.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT REGARDING TECHNICAL CO-OPERATION

The Government of the Federal Republic of Germany and the Government of the Arab Republic of Egypt,

On the basis of the friendly relations existing between the two States and their peoples,

Desiring to intensify those relations,

Considering their common interest in promoting economic and social progress in their States, and

Recognizing the benefits to be derived by both States from closer technical co-operation,

Have agreed as follows:

Article 1. (1) The Contracting Parties shall endeavour to co-operate and assist each other in various fields of technical matters on the basis of the present Agreement.

(2) They may conclude arrangements regarding specific projects of technical co-operation.

Article 2. (1) The arrangements referred to in article 1 (2) of the present Agreement may provide that the Government of the Federal Republic of Germany at its expense shall:

- (a) Assist in the establishment of training and advisory centres as well as other facilities in the Arab Republic of Egypt;
- (b) Provide teachers, professors, experts, advisers, technicians and consultants with their professional outfit;
- (c) Provide consultancy services to study specific projects;
- (d) Provide equipment for appropriate projects;
- (e) Support co-operation between the two countries in the field of education and training;
- (f) Promote co-operation between scientific and technical institutions in both countries by dispatching and procuring the services of scientific and technical personnel, and by providing equipment;
- (g) Promote the exchange of scholarships and training facilities in various fields.

(2) All personnel exchanged under this Agreement shall hereinafter be referred to as "specialists" or "experts".

(3) The Government of the Federal Republic of Germany shall meet the cost of transporting and insuring the equipment it has supplied for the specific project as far

¹ Applied provisionally from 27 June 1973, the date of signature, and came into force definitively on 9 February 1974, after both Contracting Parties had notified each other (on 27 June 1973 and 9 February 1974) of the completion of the constitutional requirements, in accordance with article 12.

as the project station; this shall not include the cost of storage in the Arab Republic of Egypt.

Article 3. (1) The Government of the Federal Republic of Germany shall endeavour:

- (a) To promote the advanced training of Egyptian specialists, high-level personnel, scholars and scientists in the Federal Republic of Germany or other countries; and
- (b) To arrange for the training and advanced training of Egyptian nationals in the Federal Republic of Germany or at institutions promoted under German Technical Assistance programmes.

(2) The execution of the measures envisaged in paragraph (1) above, especially with regard to the acceptance of applicants for training under promotion programmes, shall be subject to separate arrangements.

(3) The Government of the Arab Republic of Egypt shall endeavour to consider examinations passed by Egyptian nationals in the Federal Republic of Germany in accordance with their respective standard. The competent authority in the Arab Republic of Egypt shall endeavour to afford the persons concerned such opportunities with regard to careers and appointments as are commensurate with their education and training.

Article 4. (1) The Government of the Arab Republic of Egypt shall:

- (a) Provide for the projects in the Arab Republic of Egypt the land and buildings required, including equipment for the buildings in so far as it is not supplied by the Government of the Federal Republic of Germany;
- (b) Bear the cost of operation and maintenance in so far as it is not provided by the Government of the Federal Republic of Germany, in respect of the projects in accordance with a plan to be drawn up jointly;
- (c) Bear the cost of renting and maintaining suitable furnished dwellings for the specialists sent to the Arab Republic of Egypt and their families, or provide such dwellings as may be agreed between the Government of the Federal Republic of Germany and the Government of the Arab Republic of Egypt as being appropriate. The Government of the Arab Republic of Egypt shall bear half of the cost of full board in a suitable hotel until such dwellings are ready for occupancy;
- (d) Exempt from harbour dues, import and export duties and other public charges the equipment supplied for the projects covered by this Agreement;
- (e) Provide local transport and pay the specialist an adequate daily allowance during official journeys;
- (f) Make available on its expense Egyptian technical and auxiliary personnel as required;
- (g) Ensure that, after a reasonable period of time, the German specialists are replaced by qualified Egyptian specialists. As far as the latter are to receive training in the Federal Republic of Germany at its expense, the Arab Republic of Egypt shall, in good time and with the assistance of an advisory joint committee, nominate a sufficient number of candidates for such training. The Government of the Arab Republic of Egypt shall endeavour to consider that the candidates trained under this Agreement will work on the relevant project for a reasonable time and shall cover the expenses of travel to and from the Federal Republic of Germany.

(2) The Contracting Parties shall ensure that all authorities and organizations concerned with the implementation of the present Agreement are fully informed of its contents in good time.

Article 5. (1) The Government of the Federal Republic of Germany shall ensure that contracts concluded with the specialists contain obligations pledging them:

- (a) To do their best, within the framework of the arrangements concluded on their work;
- (b) Not to interfere in the internal affairs of the Arab Republic of Egypt;
- (c) To respect the laws and customs of the Arab Republic of Egypt;
- (d) Not to engage in any gainful occupation other than that to which they have been assigned;
- (e) To co-operate in a spirit of mutual confidence with the official agencies in the Arab Republic of Egypt.

(2) 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 Federal Republic of Germany.

Similarly, when the Government of the Federal Republic of Germany intends to recall a specialist of its accord, it shall contact the Government of the Arab Republic of Egypt at the earliest possible date.

The Government of the Federal Republic of Germany shall replace a recalled specialist as soon as possible, if the Government of the Arab Republic of Egypt so requests.

Article 6. (1) The Government of the Arab Republic of Egypt shall grant the dispatched German experts documents identifying them and promising them full assistance by the appropriate governmental authorities in the performances of the tasks assigned to them.

(2) (a) Whatever kind of passport he carries the foreign expert is required to register with the police and he must obtain a residence permit. It is sufficient for the expert that the ministry which is employing him arrange for his residence permit.

(b) The expert and his family are exempted from registration and residence dues and are permitted to enter and leave the country free of charge at any time.

(3) (a) In respect of damage to a third party caused by a German expert in connection with the execution of a task assigned to him under the present Agreement, the Government of the Arab Republic of Egypt shall be liable in his place. Any claim against the German expert shall to that extent be precluded.

(b) An expert shall, notwithstanding the legal foundation of such claim, not be liable to reimburse the Government of the Arab Republic of Egypt except in case of deliberate intention or gross negligence.

Article 7. (1) The Government of the Arab Republic of Egypt shall offer to experts from the Federal Republic of Germany the same privileges as are accorded to other foreign experts offering technical assistance to the Arab Republic of Egypt. If the Government of the Arab Republic of Egypt offers new privileges to an expert of technical cooperation from other countries, they will be applied to the expert under this Agreement.

(2) The Government of the Arab Republic of Egypt shall levy no taxes or fiscal charges on payments made from funds abroad of the Government of the Federal Republic of Germany to specialists for services rendered under the present Agreement.

Article 8. The provisions of the present Agreement shall also apply to those specialists who, at the time of entry into force of this Agreement, are already in the Arab Republic of Egypt within the framework of technical co-operation between the Government of the Federal Republic of Germany and the Government of the Arab Republic of Egypt.

Article 9. The present Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Arab Republic of Egypt within three months from the entry into force of this Agreement.

Article 10. Any projects of technical co-operation agreed upon prior to the expiry of the present Agreement shall, until their completion, remain subject to its provision after expiry.

Article 11. This Agreement shall be valid for a period of five years and shall be renewed automatically for another five years unless one of the Contracting Parties notifies the other Party in writing of the desire to terminate the Agreement six months prior to its date of expiry.

Article 12. This Agreement shall enter into force provisionally as from the date of its signature, and finally enter into force from the date on which each of the Contracting Parties inform the other of the completion of the constitutional requirements.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement and affixed their seals thereto.

DONE in three originals in Cairo on 27 June 1973 in the German, Arabic and English languages, the German and the Arabic texts being equally authentic.

In case of divergence of interpretation, the Contracting Parties first shall refer to the English text.

For the Government
of the Federal Republic of Germany:

[Signed]

HANS GEORG STELTZER
Ambassador

of the Federal Republic of Germany

For the Government
of the Arab Republic of Egypt:

[Signed]

ZAKARIA EL-ADLY IMAM
Director of Cultural Relations
and Technical Cooperation Department
Ministry of Foreign Affairs