

No. 23434

**DENMARK
and
EGYPT**

**Agreement on technical co-operation. Signed at Copenhagen
on 25 March 1981**

Authentic text: English.

Registered by Denmark on 27 June 1985.

**DANEMARK
et
ÉGYPTE**

**Accord de coopération technique. Signé à Copenhague
le 25 mars 1981**

Texte authentique : anglais.

Enregistré par le Danemark le 27 juin 1985.

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

PREAMBLE

The Government of the Kingdom of Denmark and the Government of the Arab Republic of Egypt, desirous of strengthening the legal and institutional framework of their technical cooperation, have made the following Agreement.

Article I. UNDERTAKINGS BY THE CONTRACTING PARTIES

The Government of Denmark will make available to the Government of Egypt—or by joint decision of the Contracting Parties to private agencies or organizations—such personnel and training opportunities as shall in each case be determined by the two Parties. The Government of Egypt will ensure the effective utilization of the said personnel and training opportunities.

Article II. STATUS AND UTILIZATION OF PERSONNEL

1. Personnel serving under this Agreement is defined as follows:

Officers recruited through the Danish International Development Agency (hereinafter referred to as DANIDA) to fill supernumerary positions either on short-term or long-term assignments and whose salaries are paid in full by the Danish Government.

2. The Competent Authorities of Egypt will in each case provide DANIDA with a complete job description for the officer wanted, defining the duties of the post as well as the essential and desirable qualifications of the candidate.

3. DANIDA will provide the Competent Authorities of Egypt with all information necessary for the appraisal of the candidate such as training and previous professional experience.

4. The Competent Authorities will jointly decide in which cases counterparts shall be assigned by the Government of Egypt to personnel made available by the Government of Denmark within the framework of this Agreement, or other measures to be introduced in order to achieve the desired objectives.

5. In carrying out his assignment, every officer will be subject to the Egyptian laws and to the instructions of the Government of Egypt as are not inconsistent with the provisions of this Agreement.

6. The Government of Egypt will offer every officer from Denmark the same privileges as given to foreign officers working within technical assistance to Egypt.

Should the Government of Egypt give new privileges to any officer assigned by another country within technical assistance programmes, such privileges will also apply to every officer assigned under the present Agreement.

a. The Government of Egypt will bear all risks and claims resulting from the act or omission of the officer while performing his duties. The Government of Egypt will indemnify

¹ Came into force on 12 July 1982, the date on which the Contracting Parties notified each other of the completion of the constitutional requirements, in accordance with article X.

the Government of Denmark and the officer 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.

b. The Government of Denmark accepts that if the Government of Egypt meets any claim on behalf of an officer in accordance with the provisions of sub-paragraph *a* of this paragraph, the Government 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 officer may have in respect of the act or omission to which such a claim relates. The Government of Denmark will place at the disposal of the Government of Egypt any information which is in its possession and which is required for the purpose of any case to which sub-paragraph *a* of this paragraph relates. They will also afford to the Government 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 Denmark and should, by the withholding of such information and assistance, a verdict of indemnity be passed against the Government of Egypt it shall not be committed to comply with the provisions of sub-paragraph *a*, and in such circumstances it shall be entitled to claim to be paid for such commitments by the Government of Denmark, which shall be responsible for payment while retaining the right to make a claim against the officer.

c. Without prejudice to the provisions of sub-paragraph *b* if so requested by the Government of Denmark or by the officer, the Government of Egypt will conduct on behalf of the Government of Denmark or the officer any litigation arising out of acts or omissions referred to in sub-paragraph *a* of this paragraph.

d. In the event of detention for any reason of an officer made available by the Danish Government (or spouses or dependants of such officers) or of criminal proceedings being instituted against them the Royal Danish Embassy in Cairo shall be notified immediately.

7. The Government of Egypt shall have the right to request the recall of any officer whose work or conduct is unsatisfactory; before exercising such right the Government of Egypt undertakes to consult with the Government of Denmark. However, in exceptional circumstances, where the conduct of any officer demands his immediate recall, the Government of Denmark undertakes to comply immediately with this request.

The Government of Denmark shall have the right to recall any officer at any time; before exercising such right the Government of Denmark will, unless exceptional circumstances demand that such personnel be recalled immediately, consult with the Government of Egypt for that purpose as well as on arrangements for securing rapid replacement of such personnel.

8. If agreed upon between DANIDA and the Competent Authorities of Egypt an officer may be transferred from one post to another during the period of assignment.

9. The Government of Egypt shall permit the officers to take such leave during their assignment as shall be agreed upon and specified in the notes or letters to the assignment.

Article III

The two Governments will jointly bear the financial costs of the technical cooperation carried on under the provisions of this Agreement.

Article IV. OBLIGATIONS OF THE GOVERNMENT OF DENMARK

The Danish Government will pay:

1. The cost of travel to and from the duty station in Egypt for officers. Travel expenses will also be paid for the families of officers assigned for more than six months.
2. The cost of transportation to and from the duty station in Egypt of personal effects belonging to officers assigned for less than six months and personal and household effects belonging to officers assigned for more than six months, and their families.
3. Insurance to cover medical and hospital expenses.
4. All salaries and allowances accruing to officers for services in Egypt under this Agreement.

Article V. OBLIGATIONS OF THE GOVERNMENT OF EGYPT

1. The following benefits shall be accorded to the officers:

A. Accommodations as specified below:

- a. Rent free housing with hard furnishings for officers and their families, housing and furnishings to be of the same standard as that provided for officers of the Government of Egypt whose terms of appointment specify an entitlement to housing on payment of a subsidised rent. Water, telephone and electricity charges in respect of such housing will be the responsibility of the officers.
- b. If the officer initially resides in a hotel, the Government of Egypt will fulfil its obligations by refunding to the officer an amount equivalent to the full hotel bill (board and lodging but excluding any extras, such as laundry, etc.), provided that the rate paid at the hotel is reasonable according to prevailing local rates and that the hotel and particular accommodation therein occupied by the officer are not above standards which an officer of the Government of Egypt of comparable status might reasonably expect.

B. Other facilities.

- a. Local support for the work of the officer including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or assistance, and free postage and telecommunications for official purposes.
- b. Local transport and subsistence allowance for official journeys of the officers to the same extent as provided for officers of the Government of Egypt of comparable status. If circumstances require the officer to use his personal motor car for official journeys, he shall be entitled to mileage allowance at the same rates as those paid to officers of the Government of Egypt.

2. The Government of Egypt undertakes that officers shall

- a. Be immune from national service and military obligations
- b. Be accorded the same privileges in respect of exchange control facilities as are accorded to technical personnel of other countries serving in Egypt.

3. A. The Government of Egypt will make provision for the exemption of officers from all taxes in respect of any emolument paid to them from the Danish Government.

B. The Government of Egypt will exempt from customs duty:

- a. In the case of an officer 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 officer leaves Egypt having completed his assignment. The officer 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 officer whose residence in Egypt is for one year or longer, a motor vehicle and items, whether new or used, of personal or household effects to a value equal to six months gross salary but with a maximum which will be jointly agreed upon by the two Governments. The effects must arrive within six months of the officer'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 officer'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 officer leaves the country after completing his assignment if the period of residence is less than five years. The officer may dispose within Egypt of the goods on which exemption is granted under this sub-paragraph only to a person enjoying exemption. Otherwise, the following requirements must be 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 officer 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 officer 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.
4. The Government of Egypt shall give assistance in clearance through customs of effects mentioned under 3. B.
5. The Government of Egypt shall ensure that no currency or foreign exchange controls be imposed on funds brought into Egypt by DANIDA for purposes entered into in accordance with this Agreement, provided that bank accounts for such funds shall be used exclusively for such purposes, and that balance on such accounts shall be fully transferable into Danish or any other convertible currency.

Article VI

The provisions of the present Agreement shall apply equally to officers, recruited by DANIDA, who are already carrying out their activity in Egypt under the technical cooperation between the two Governments, as well as to their families.

Article VII. STUDENT TRAINING

1. Fellowship for post graduate studies in Denmark will be available for candidates duly nominated and selected by the Government of Egypt.

2. For each trainee who is a citizen of Egypt and for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of Denmark will pay:

- a. The cost of international travel to and from Denmark, provided the study period in Denmark is of at least three months duration.
- b. All costs in the country of training normally associated with his training such as internal travel, tuition and other fees, book allowance, subsistence allowance and allowance for winter clothing.

3. For each trainee for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of Egypt will pay:

- a. Internal travel costs between the trainee's duty station and the point of departure and the corresponding costs on his return to Egypt;
- b. That portion of the trainee's salary allowed to him under current regulations to enable him to continue to meet his financial obligations in Egypt.

Article VIII. EVALUATION

Upon completion of any part of the technical cooperation the Contracting Parties may consult each other in order to analyse its results.

Article IX. AMENDMENT

This Agreement may be amended or supplemented by mutual consent of the Contracting Parties by an exchange of letters.

Article X. ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter into force when the Contracting Parties have notified each other that the constitutional requirements for the entry into force have been complied with, and shall remain in force for five years and thereafter shall continue in force from year to year unless terminated by either of the Contracting Parties by written notice given at least 6 months before the expiry of the then current year.

For the Government of the Kingdom of Denmark:

KJELD OLESEN

Minister for Foreign Affairs

For the Government of the Arab Republic of Egypt:

KAMAL HASSAN ALI

Deputy Prime Minister and Minister for Foreign Affairs
