

No. 24884

**CANADA
and
SUDAN**

**General Agreement concerning development co-operation
(with annexes). Signed at Khartoum on 16 September
1979**

Authentic texts: English and French.

Registered by Canada on 16 July 1987.

**CANADA
et
SOUDAN**

**Accord général concernant la coopération au dévelop-
pement (avec annexes). Signé à Khartoum le 16 sep-
tembre 1979**

Textes authentiques : anglais et français.

Enregistré par le Canada le 16 juillet 1987.

GENERAL AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF SUDAN CONCERNING DEVELOPMENT CO-OPERATION

The Government of Canada and the Government of the Democratic Republic of Sudan (hereinafter called "the Government of Sudan"), wishing to strengthen the existing cordial relations between the two countries and their peoples and moved by the desire to develop a programme of development co-operation between the two countries in conformity with the objectives of economic and social development of the Government of Sudan, have agreed to the following:

Article I. The Government of Canada and the Government of Sudan will promote a programme of development co-operation between their two countries which programme shall consist of one or more of the following components:

- (a) The sending of appraisal and evaluation missions to Sudan to analyse development projects;
- (b) The granting of scholarships to citizens of Sudan for studies and professional training in Canada, Sudan or a third country;
- (c) The assignment of Canadian experts, advisers and other specialists to Sudan;
- (d) The provision of equipment, materials, goods and services required for the successful execution of development projects in Sudan;
- (e) The elaboration of studies and projects designed to contribute to the economic and social development of Sudan; and
- (f) Any other form of assistance which may be eventually agreed upon by the contracting parties.

Article II. 1. In support of the objectives of this Agreement, the Government of Canada and the Government of Sudan may conclude subsidiary arrangements in respect of specific projects involving one or several components of the programme described in Article I.

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

3. Subsidiary arrangements shall make specific reference to this Agreement.

Article III. Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex "A" and the Government of Sudan shall assume the responsibilities described in Annex "B" in respect of any specific project established under a subsidiary arrangement. Annexes "A" and "B" shall be integral parts of this Agreement.

¹ Came into force on 24 June 1982, the date on which the Government of Sudan notified the Government of Canada that it had been approved, in accordance with article XV.

Article IV. For the purposes of this Agreement:

(a) "Canadian firms" means Canadian or other non-Sudanese firms or institutions engaged in any project under a subsidiary arrangement;

(b) "Canadian personnel" means Canadian or non-Sudanese or other non-permanent residents of Sudan working in that country on any project established under a subsidiary arrangement; and

(c) "Dependents" means

(i) The spouse of a member of the Canadian personnel, including a person of the opposite sex with whom the member of the Canadian personnel has lived and publicly represented as his spouse for a period of not less than one year before the commencement of his period of service in Sudan,

(ii) A child of the member of the Canadian personnel or his spouse who is

A) Under twenty-one years of age and dependent on the member of the Canadian personnel or his spouse for support, or

B) Twenty-one years of age or older and dependent on the member of the Canadian personnel or his spouse for support by reason of a mental or physical incapacity,

but not including a child from a previous marriage who does not normally reside with the member of the Canadian personnel or his spouse.

Article V. The Government of Sudan shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian personnel from civil liability for acts performed in the course of their duties except where it is legally established by a Sudanese court of law that such acts result from gross negligence or wilful misconduct on their part.

Article VI. The Government of Sudan shall facilitate the repatriation of Canadian personnel and of their dependents in cases where, in the opinion of the Government of Canada or the Government of Sudan, the life or safety of said personnel and of their dependents are endangered as a result of events occurring inside or outside of Sudan.

Article VII. The Government of Sudan shall exempt Canadian firms and Canadian personnel, including their dependents, from all resident and local taxes, including income taxes or other types of taxes on remuneration or income arising outside of Sudan or from Canadian aid funds or from the Government of Sudan as provided in this Agreement or any subsidiary arrangement as well as exempt them from the obligation to present any written declaration in relation to these exemptions.

Article VIII. The Government of Sudan shall exempt Canadian firms and Canadian personnel, including their dependents, from import duties, customs tariffs, purchase tax and all other duties, taxes, charges or levies on technical and professional equipment on personal and domestic effects, including household electrical appliances subject to their re-exportation or to the termination of the useful life of such effects or to the disposition of the same to persons enjoying similar exemptions.

Article IX. Each member of the Canadian personnel may import or export, free of any import duties, customs tariffs, sales and purchase tax and any other duties, taxes or charges, a vehicle for personal use. This privilege may be

exercised every three (3) years from the date when it was first granted. 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 a vehicle shall be subject to the regulations governing the sale or disposal of vehicles of officials of international organizations who are posted in Sudan.

Article X. The Government of Sudan shall exempt Canadian personnel and their dependents from import duties, customs tariffs and other duties or taxes on medicinal products, food-stuffs, beverages and other articles of daily use that may be legally imported into Sudan for the personal requirements of the Canadian personnel and their dependents.

Article XI. The Government of Sudan shall exempt equipment, products, materials and any other goods imported into Sudan for, or related to the execution of projects established under any subsidiary arrangement from all import duties, customs tariffs, inspection fees or storage charges and all taxes, duties, fees or charges.

Article XII. The Government of Sudan shall guarantee Canadian personnel and their dependents the right to maintain bank accounts in foreign currency and export without any foreign exchange restrictions the money that they have imported into Sudan.

Article XIII. The Government of Sudan shall inform Canadian firms and Canadian personnel of the local laws and regulations which may concern them in the performance of their duties.

Article XIV. Differences which may arise in the application of the provisions of this Agreement or of any subsidiary arrangement shall be settled by means of negotiations between the Government of Canada and the Government of Sudan or in any other manner mutually agreed upon by the contracting parties.

Article XV. This Agreement shall enter into force upon the date of the Note from the Government of Sudan informing the accredited Canadian diplomatic mission that this Agreement has been approved in accordance with the provisions of the laws and the Constitution of the Democratic Republic of Sudan and shall remain in force until terminated by either party on six (6) months' notice in writing. The responsibilities of the Government of Canada and the Government of Sudan with regard to projects being carried out by virtue of subsidiary arrangements entered into pursuant to Article II of this Agreement and begun prior to the receipt of the termination notice referred to above shall continue until completion of such projects as if this Agreement were in force for the whole duration of such projects.

Article XVI. This Agreement and the Annexes thereto may be amended by agreement of both Governments.

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

DONE in duplicate at Khartoum, this 16th day of September 1979, in English and French, each version being equally authentic.

JEAN-MARIE DERY

[Illegible]

[Signed]

For the Government of Sudan

For the Government of Canada

ANNEX "A"

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

I. Unless otherwise indicated in subsidiary arrangements, the Government of Canada shall finance the following expenditures based on the rates authorized in its Regulations:

(A) Expenditures related to Sudanese scholarship holders:

- (1) Registration and tuition fees, books, supplies, or materials required;
- (2) A living allowance;
- (3) Medical and hospital expenses;
- (4) Economy-class fares for travel by air or any other approved means of transportation, in compliance with the requirements of the scholarship programme.

(B) Expenditures related to Canadian personnel:

- (1) Their salaries, fees, allowances and other benefits;
- (2) Their travel expenses and those of their dependents between their normal place of residence and the port of entry and departure in Sudan;
- (3) The cost of shipping, between their normal place of residence and the port of entry and departure in Sudan, their personal and household effects, those of their dependents, and the professional and technical material required by said personnel for the execution of their duties.

(C) Expenditures related to certain projects:

- (1) The cost of engineers', architects' and other services required for the execution of projects;
- (2) The cost of providing equipment, materials, supplies and other goods and of the transportation of same to the port of entry in Sudan.

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 entered into by the Government of Canada or one of its agencies. However, it may be provided in any subsidiary arrangement entered into pursuant to this Agreement that such contracts shall be entered into by Sudan in accord with the terms and conditions specified in said subsidiary arrangement.

III. The Government of Canada shall provide the Government of Sudan in a timely manner with the names of the Canadian personnel and their dependents entitled to the rights and privileges set forth in this Agreement or in any subsidiary arrangement.

ANNEX "B"

RESPONSIBILITIES OF THE GOVERNMENT OF SUDAN

I. Unless otherwise indicated in subsidiary arrangements, the Government of Sudan shall provide or pay for:

1. Temporary accommodation for Canadian personnel and their dependents including meals, from the time of their arrival in Sudan until such time as permanent accommodation is occupied by said personnel and their dependents and for a period not exceeding seven (7) days immediately prior to their departure, after they have vacated their permanent accommodation;

2. Subject to sub-paragraph (3), accommodation containing basic furnishings of the standard equivalent to that normally accorded a public servant of the Government of Sudan of comparable rank and seniority, or a housing allowance to be determined in subsidiary arrangements;

3. Where the assignment of any Canadian personnel is less than six (6) months, temporary accommodation, including meals, or an equivalent allowance to be determined in subsidiary arrangements;

4. Furnished premises and office services in compliance with the standards of the Government of Sudan, 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;

5. The recruiting and seconding of counterparts when required for the project;

6. The travel expenses and the cost of hotel or other suitable accommodation of the Canadian personnel and of their dependents between

(a) The port of entry and the place of residence of said personnel in Sudan at the beginning of their assignment; and

(b) The place of residence and the point of departure of said personnel in Sudan upon completion of their assignment;

7. The cost of transportation of

(a) The personnel and household effects of the Canadian personnel and those of their dependents; and

(b) The professional and technical material required by said personnel in the execution of their duties in Sudan,

between

(c) The port of entry and the place of residence of said personnel in Sudan at the beginning of their assignment; and

(d) The place of residence and the point of departure of said personnel in Sudan upon completion of their assignment;

8. Any official assistance which may be required for the purpose of facilitating the travel of Canadian personnel in the performance of their duties in Sudan;

9. Any official assistance which may be required 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 dependents;

10. The storage of articles mentioned in paragraph 9 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;

11. All permits, licences and other documents including costs related thereto, necessary to enable Canadian firms and Canadian personnel to carry out their respective functions in Sudan:

12. All necessary visas and all import or export permits, as the case may be, for the Canadian personnel and their dependents, for equipment, materials, supplies or goods required for the execution of projects, the professional and technical equipment and the personal effects of this personnel:

13. The prompt inland transportation of all equipment, products, materials, supplies and other imported goods required for the execution of projects, from the port of entry in Sudan to project sites, including, where necessary, the obtaining of priority by Sudan forwarding and transportation agents;

14. The travel expenses and the cost of hotel or other suitable accommodation, including meals, of the Canadian personnel, but not of their dependents, at a level corresponding to their status and rank, while they are required to travel on duty;

15. Permission to use all means of communication such as high frequency radio transmitters and receivers approved by the authorities concerned for use in Sudan, as well as telephone and telegraph networks, depending on the needs of programmes and projects;

16. Reports, records, maps, statistics and other information related to projects and likely to assist Canadian personnel in carrying out their duties;

17. Other measures within its jurisdiction which may facilitate the execution of projects.

II. The Government of Sudan shall give access to Canadian personnel and their dependents to medical care and hospitalization in Sudan in accordance with those standards granted to officials of the Government of Sudan.

III. The Government of Sudan acknowledges that each member of Canadian personnel shall be entitled to a period of annual leave.

IV. The Government of Sudan will ensure that employment will be guaranteed in accordance with the policy of the Government of Sudan for a period of at least five (5) years to scholarship holders from Sudan upon their return to their country upon completion of their programs of study. Annual reports on the positions held by returned scholars shall be provided.
