

No. 24948

**CANADA
and
GUINEA**

General Agreement on development co-operation (with annexes). Signed at Conakry on 8 June 1982

Authentic texts: English and French.

Registered by Canada on 16 July 1987.

**CANADA
et
GUINÉE**

Accord général concernant la coopération au développement (avec annexes). Signé à Conakry le 8 juin 1982

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 REVOLUTIONARY PEOPLE'S REPUBLIC OF GUINEA ON DEVELOPMENT CO-OPERATION

The Government of Canada and the Government of the Revolutionary People's Republic of Guinea (hereinafter referred to as "the Government of Guinea"), wishing to strengthen the existing cordial relations between the two countries and their peoples and to establish the conditions for implementation of a program of economic and social development cooperation of the Government of Guinea, have agreed as follows:

Article I. The development co-operation program shall include:

1. The granting of scholarships to citizens of Guinea for studies and professional training in Canada, Guinea or a third country;
2. The assignment of Canadian co-operants, advisers and other experts to Guinea;
3. The provision of equipment, materials and other goods required for the execution of co-operation projects in Guinea;
4. The elaboration and implementation of studies and projects designed to contribute to the social and economic development of Guinea;
5. Any other form of co-operation concurred in by both Governments.

Article II. 1. In pursuance of the objectives of the present agreement, the Government of Canada and the Government of Guinea may conclude subsidiary arrangements or loan agreements in respect of specific projects involving one or several components of the program described in Article I.

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

3. Loan agreements shall be the subject of formal agreements between the two Governments and shall bind them under international law.

Article III. Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex A and the Government of Guinea shall assume the responsibilities in Annex B in respect of any specific project established under a subsidiary arrangement or a loan agreement. Annexes A and B shall be integral parts of the present agreement.

Article IV. For the purposes of the present agreement:

1. "Canadian firms" means Canadian or other non-Guinea firms or institutions engaged in any project under a subsidiary arrangement or a loan agreement;

2. "Canadian personnel" means Canadians or other non-Guineans working in Guinea on any project established under a subsidiary arrangement or a loan agreement; and

¹ Came into force on 8 June 1982 by signature, in accordance with article XIV.

3. "Dependant" means the spouse of a member of the Canadian personnel, the child of this member or spouse of said member or any other person recognized as a dependant by the Government of Canada.

Article V. The Government of Guinea shall save the Government of Canada, Canadian firms and Canadian personnel harmless from any claims, damages, interests, losses, expenses or expenditures which could result from bodily injury to third parties, loss of property belonging to third parties or damage to the property of third parties caused or sustained as a result of the execution of a project or any one of its components, except where the court rules that said injury, loss or damage was perpetrated willfully or results from gross negligence, fraud or criminal negligence.

Article VI. The Government of Guinea shall exempt Canadian firms and Canadian personnel, including their dependants, from all resident and local taxes, levies or other taxes on income arising outside of Guinea or from Canadian air funds or from the Government of Guinea, as provided in the present agreement, any subsidiary arrangement or loan agreement as well as from the obligation to present any declaration in relation to these exemptions.

Article VII. The Government of Guinea shall allow Canadian firms and Canadian personnel, including their dependants, to enjoy the treatment of duty-free and tax-free importation into Guinea of technical and professional equipment and household and personal effects, subject to the re-exportation of all such goods, unless they are in poor condition or are transferred to persons enjoying the same privileges.

Article VIII. Each member of the Canadian personnel may import or export, free of customs duties, a vehicle for 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 transfer of such a vehicle shall be subject to the rules governing the sale or transfer of vehicles of officials of international organizations who are posted in Guinea.

Article IX. The Government of Guinea shall exempt equipment, products, materials and any other goods imported into Guinea for the execution of projects established under subsidiary arrangements or loan agreements from all import duties, customs tariffs and all other import taxes or inspection fees.

Article X. The Government of Guinea shall guarantee Canadian personnel and their dependants the right to maintain bank accounts in foreign currency and to export the money they have imported into Guinea, free of currency exchange control restrictions.

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

Article XII. The Government of Guinea shall facilitate the issuance:

- a) Of all permits, licences and other documents required by Canadian firms and personnel for the performance of their duties in Guinea;
- b) Of export permits and exit and entry visas, where applicable, for members of the Canadian personnel and their dependants and for the materials, equipment and personal effects of Canadian firms and Canadian personnel.

Article XIII. Any dispute which may arise relating to the application of the provisions of the present agreement or a subsidiary arrangement or loan agreement shall be settled by means of negotiations between the Government of Canada and the Government of Guinea or in any other manner agreed upon by both Governments.

Article XIV. The present agreement shall enter into force on signature by both Governments and shall remain in force until terminated by either party on six (6) months' notice in writing. Such termination, however, shall not void the contracts already entered into and the guarantees already given under the present agreement.

ANNEX A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

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

A. *Expenditures related to Guinean scholarship holders:*

1. Registration and tuition fees, books, supplies or material required;
2. 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 program.

B. *Expenditures related to Canadian personnel:*

1. The salaries, fees and other remuneration provided for in the contracts;
2. The various benefits and allowances provided for in the contracts, insofar as they are not the responsibility of the Government of Guinea.

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 merchandises, materials, supplies, equipment and other goods and of the transportation of same to the port of entry in Guinea.

II. Contracts for the purchase of goods or commissioning of services financed by the Government of Canada and required for the execution of projects shall be made by the Government of Canada or one of its agencies. It may be concurred, however, that the Government of Guinea can make said contracts itself in compliance with the following conditions or with other conditions specified in subsidiary arrangements or in loan agreements. Unless expressly authorized otherwise by the Government of Canada:

1. Goods acquired in Canada must have a Canadian content of not less than sixty-six and two-thirds per cent (66 $\frac{2}{3}$ %);
2. Competitive bidding must take place and the contract must be awarded to the lowest bidder;
3. The terms of payment and other clauses in contracts must be approved beforehand by the Government of Canada;
4. Canadian suppliers shall be paid directly by the Government of Canada.

III. The Government of Canada shall provide the Government of Guinea in advance with a list of members of the Canadian personnel entitled to the rights and privileges set forth in the agreement.

ANNEX B

RESPONSIBILITIES OF THE GOVERNMENT OF GUINEA

I. Unless otherwise indicated in subsidiary arrangements or loan agreements, the Government of Guinea shall provide or pay, where applicable, the following services and expenditures:

1. The identification of suitable accommodation for each member of the Canadian personnel assigned in Guinea;
2. Furnished premises and office services in compliance with the standards of the Government of Guinea, including adequate facilities and materials, support staff, professional and technical material and telephone, mail and any other services which the members of the Canadian personnel would need in order to perform their duties;
3. Travel expenses for Canadian personnel on authorized service missions during their period of assignment, as well as a sufficient living allowance;
4. The granting, free of charge, of entry, visitors and exit visas for Canadian personnel and their dependants;
5. The recruitment and assignment of counterparts when required for the project;
6. All assistance to facilitate the travel of Canadian personnel in the performance of their duties within Guinea;
7. All assistance to expedite the clearance through customs of equipment, products, materials and other goods required for the execution of projects, as well as the personal and household effects of Canadian personnel and their dependants;
8. The storage of articles mentioned in paragraph 7 above during the entire period when such articles are held at customs, and any measure required to protect these articles from natural elements, theft, fire and any other hazard;
9. The prompt inland transportation of all equipment, products, materials and other imported goods required for the execution of projects, from the port of entry in Guinea to project sites, including, where necessary, the obtaining of priority by Guinean forwarding agents and carriers;
10. Permission to use all means of communication in Guinea such as high frequency radio transmitters and receivers approved for use in Guinea and telephone and telegraph networks, depending on the needs of the programs and projects;
11. Reports, records, maps, statistics and other information related to projects and likely to assist members of the Canadian personnel in the performance of their duties;
12. Other measures within its jurisdiction in order to eliminate all obstacles hindering the execution of projects.

II. The Government of Guinea acknowledges that each member of the Canadian personnel assigned to Guinea shall be entitled to a period of annual leave.

III. The Government of Guinea, in accordance with its policy of employing nationals in management, shall make every effort to ensure that, upon their return, Guinean scholarship holders trained with the help of Canadian technical assistance will hold positions in keeping with their area of specialization.