

No. 24876

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**CANADA  
and  
SENEGAL**

**General Agreement on development co-operation (with annexes). Signed at Ottawa on 28 June 1983**

*Authentic texts: French and English.*

*Registered by Canada on 16 July 1987.*

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**CANADA  
et  
SÉNÉGAL**

**Accord général concernant la coopération au développement (avec annexes). Signé à Ottawa le 28 juin 1983**

*Textes authentiques : français et anglais.*

*Enregistré par le Canada le 16 juillet 1987.*

## GENERAL AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL ON DEVELOPMENT CO-OPERATION

The Government of Canada and the Government of the Republic of Senegal (hereinafter referred to as the "Government of Senegal"), wishing to strengthen the friendly relations between the two countries and their peoples and to establish the framework and the terms and conditions for a program of co-operation between the two countries, in accordance with the social and economic development goals of the Government of Senegal, have agreed as follows:

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

- (a) The granting of scholarships to citizens of Senegal for studies and professional training in Canada, Senegal or a third country;
- (b) The assignment of Canadian co-operants, advisers and other experts to Senegal;
- (c) The provision of equipment, materials and other goods required for the successful execution of co-operation projects in Senegal;
- (d) The design and implementation of studies and projects aimed at contributing to the social and economic development of Senegal;
- (e) The execution of development projects by Canadian non-governmental organizations;
- (f) Any other form of co-operation agreed upon by both Governments.

*Article II.* In this Agreement,

(a) "Canadian personnel" means Canadians or other non-Senegalese persons working in Senegal on a particular project;

(b) "Dependant" means the spouse of a member of the Canadian personnel, the child of said member or of the spouse of said member, or any other person recognized as a dependant in Canada;

(c) "Project" means any Canadian co-operation project which falls within the purview of the co-operation program described in article I and which receives funding from the Government of Canada;

(d) "Canadian firm" means a Canadian or other non-Senegalese firm, institution or organization engaged in activities in Senegal within the framework of a project.

*Article III.* (a) In pursuance of the objectives of this Agreement, the Government of Canada and the Government of Senegal undertake to promote the execution of projects in Senegal.

(b) With the exception of those projects mentioned in paragraph (e) of article I, projects shall be the subject of subsidiary arrangements or loan agreements between the two Governments.

<sup>1</sup> Came into force on 10 October 1984, the date on which the Parties notified each other of the completion of the constitutional formalities, in accordance with article XIII.

(c) Unless specified otherwise, subsidiary arrangements concerning grants or contributions from the Government of Canada shall be considered administrative arrangements.

(d) Loan agreements shall be formal undertakings between the two Governments and shall bind them under international law.

(e) Projects mentioned in paragraph (e) of article I shall be the subject of contribution agreements between the Government of Canada, through the intermediary of the Canadian International Development Agency, and the Canadian non-governmental organization concerned.

*Article IV.* Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex "A" and the Government of Senegal shall assume those described in Annex "B" in respect of any project established under a subsidiary arrangement or a loan agreement between the two Governments. Annexes "A" and "B" shall be integral parts of this Agreement.

*Article V.* The Government of Canada, Canadian firms and Canadian personnel shall not be held responsible for damages sustained by third parties or their property, or for losses of such property as a result of the execution of projects except to the extent that these damages or losses arise from gross negligence, fraud or criminal negligence on the part of Canadian firms or Canadian personnel.

*Article VI.* The Government of Senegal shall exempt Canadian firms and Canadian personnel, including their dependants, from all resident and local taxes in Senegal levies or other taxes on income arising outside Senegal or from Canadian co-operation funds or from the Government of Senegal, as well as from the obligation to present any declaration in relation to these exemptions.

*Article VII.* The Government of Senegal shall exempt Canadian firms and Canadian personnel including their dependants, from any import duties or taxes, on 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 other persons enjoying the same exemption.

*Article VIII.* Each member of the Canadian personnel may import or export, free of customs duties, a motor vehicle for personal use. This privilege may be exercised every two (2) 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 expires. The sale or transfer of such a vehicle shall be subject to the regulations governing the sale or transfer of vehicles belonging to officials of international organizations who are posted in Senegal.

*Article IX.* The Government of Senegal shall exempt equipment, products, materials and any other goods imported into Senegal for purposes of project execution from all import duties, customs tariffs and any other import taxes or inspection fees.

*Article X.* The Government of Senegal shall allow Canadian personnel and their dependants the right to open bank accounts in foreign currency and to transfer out of Senegal the money they have imported into Senegal, free of currency exchange restrictions.

*Article XI.* The Government of Senegal shall facilitate the issue of:

- (a) All permits, licences and other documents required by Canadian firms and Canadian personnel for the performance of their duties in Senegal;
- (b) 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 XII.* Any dispute arising in connection with the interpretation and application of the provisions of this Agreement or a subsidiary arrangement or loan agreement shall be resolved by means of negotiations between the Government of Canada and the Government of Senegal or in any other manner agreed upon by both Governments.

*Article XIII.* This Agreement shall enter into force on the date on which each Government shall have notified the other that all constitutional formalities have been complied with. It is concluded for a period of three years and shall be tacitly extended for another period of equal duration. It may be terminated by either Government giving to the other six months written notice to that effect. After the expiry of this Agreement its provisions shall remain in effect with regard to previously agreed projects until full completion of said projects.

*Article XIV.* This Agreement shall terminate and replace the Understanding of 21 September 1966.

## ANNEX « A »

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA — PROJECTS APPROVED  
UNDER SUBSIDIARY ARRANGEMENTS OR LOAN AGREEMENTS

I. Unless otherwise indicated in the 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 Senegalese scholarship holders:

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

## B. Expenditures related to Canadian personnel:

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

## C. Expenditures related to certain projects:

1. The cost of engineering, architectural and other services required for project execution;
2. The cost of providing merchandise, materials, supplies, equipment and other goods and transporting same to the port of entry in Senegal.

II. Contracts for the purchase of goods or the commissioning of services financed by the Government of Canada shall be signed by the Government of Canada or one of its agencies. Arrangements may be made, however, for the Government of Senegal to sign such contracts itself in accordance with conditions specified in subsidiary arrangements or loan agreements. Where such conditions are not specified, the following conditions shall apply:

1. Goods and services acquired in Canada shall have a Canadian content of not less than sixty-six and two-thirds per cent (66 2/3%);
2. There shall be a call for tenders and, in the case of purchase for goods, the contract shall be awarded to the lowest bidder;
3. The terms and conditions of payment and other contract clauses shall be approved in advance 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 Senegal in advance with a list of the Canadian personnel involved in the execution of projects approved under subsidiary arrangements or loan agreements.

## ANNEX "B"

RESPONSIBILITIES OF THE GOVERNMENT OF SENEGAL — PROJECTS APPROVED  
UNDER SUBSIDIARY ARRANGEMENTS OR LOAN AGREEMENTS

I. Unless otherwise indicated in the subsidiary arrangements or loan agreements, the Government of Senegal shall provide and defray the cost of the following:

1. Suitable and furnished accommodation or, failing this, a lump sum housing allowance of 400,000 FCFA per month, to be paid on March 31, June 30, September 30 and December 31 of each year to the Embassy of Canada in Senegal for each member of the Canadian personnel from the time of his/her arrival to the end of his/her assignment; this allowance shall be reviewed each year to take into account the cost of real estate in Senegal;

2. Furnished premises and office services in accordance with the standards of the Government of Senegal, including adequate facilities and materials, support staff, professional and technical material and telephone, mail and any other services which Canadian personnel might need to perform their duties;

3. Travel expenses for Canadian personnel on authorized service missions during their period of assignment, as well as sufficient living allowance;

4. The granting, free of charge, of entry, residence 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 the territory of Senegal;

7. All assistance to expedite the clearance through customs of equipment, products, materials and other goods required for project execution, as well as the personal and household effects of Canadian personnel and their dependants;

8. The storage of the articles mentioned in paragraph 7 above, during the entire period when such articles are held at customs, and any measures required to protect these articles from natural elements, theft, fire and any other hazard;

9. The prompt transportation of all equipment, products, materials and other imported goods required for project execution, from the port of entry in Senegal to the project site, including, where necessary, the obtaining of priority status from Senegalese forwarding agents and carriers;

10. Permission to use all means of communication, such as high frequency radio transmitters and receivers approved for use in Senegal and telephone and telegraph systems, depending on program and project requirements;

11. Reports, records, maps, statistics and other information related to projects and likely to help Canadian personnel in the performance of their duties;

12. Any useful information on specific Senegalese laws and regulations relating to the execution of projects by Canadian firms and Canadian personnel.

13. Other measures which are within its jurisdiction and are required in order to eliminate obstacles to project execution.

II. The Government of Senegal acknowledges the right of each member of the Canadian personnel posted in Senegal to take annual leave.

III. The Government of Senegal provides to the Canadian personnel and to their dependants, all necessary assistance for their repatriation in periods of crisis.

IV. The Government of Senegal, in accordance with its policy of employing nationals in management, shall make every effort to ensure that, upon their return, Senegalese scholarship holders will hold positions in keeping with their area of specialization.