

**No. 24958**

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**CANADA  
and  
UGANDA**

**General Agreement on development co-operation (with  
annexes). Signed at Kampala on 7 February 1983**

*Authentic texts: English and French.*

*Registered by Canada on 16 July 1987.*

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**CANADA  
et  
OUGANDA**

**Accord général relatif à la coopération au développement  
(avec annexes). Signé à Kampala le 7 février 1983**

*Textes authentiques : anglais et français.*

*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 UGANDA ON DEVELOPMENT CO-OPERATION

The Government of Canada and the Government of The Republic of Uganda (hereinafter referred to as “the Government of Uganda”), wishing to strengthen the existing cordial relations between the two countries and their peoples and moved by the desire to foster development co-operation between the two countries in conformity with the objectives of economic and social development of the Government of Uganda, have agreed to the following:

*Article I.* The Government of Canada and the Government of Uganda shall promote a programme of development co-operation, between their two countries, consisting of one or more of the following components:

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

*Article II.* 1. In support of the objectives of this Agreement, the Government of Canada and the Government of Uganda 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, any such 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 the present Agreement.

*Article III.* Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex A and the Government of Uganda 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.

*Article IV.* For the purposes of this Agreement:

(a) “Canadian firms” means Canadian or other non-Ugandan firms or institutions engaged in any project under a subsidiary arrangement;

<sup>1</sup> Came into force on 7 February 1983 by signature, in accordance with article XV.

(b) “Canadian personnel” means Canadians or non-Ugandan or other non-permanent residents of Uganda working in that country on any project funded by the Government of Canada and/or established under a subsidiary arrangement; and

(c) “Dependants” 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 or her spouse for a period of not less than one year before the commencement of his or her period of service in Uganda;
- (ii) A child of the member of the Canadian personnel or his or her spouse who is
  - (A) Under twenty-one years of age and dependent on the member of the Canadian personnel or his or her spouse for support, or
  - (B) Twenty-one years of age or older and dependent on the member of the Canadian personnel or his or her 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 or her spouse.

*Article V.* The Government of Uganda shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian personnel from civil liability for acts or omissions occurring in the course of performance or execution of a programme of development co-operation under the terms of this Agreement, provided the act or omission was not attributable to wilful misconduct or criminal negligence on the part of Canadian firms or Canadian personnel.

*Article VI.* The Government of Uganda shall facilitate the repatriation of Canadian personnel and of their dependants in cases where, in the opinion of the Government of Canada or the Government of Uganda, the life or safety of said personnel and of their dependants is endangered as a result of events occurring inside Uganda or outside with a direct impact on Uganda.

*Article VII.* The Government of Uganda shall exempt Canadian firms and Canadian personnel, including their dependants, from all resident and local taxes, charges or levies, excepting local sales tax. The Government of Uganda also agrees to exempt Canadian firms and Canadian personnel, including their dependants, from any taxes imposed on personal income, whether such income arises outside of Uganda or from Canadian aid funds or from remuneration or income paid to them by the Government of Uganda as provided in this Agreement, or any subsidiary arrangement. In addition, the Government of Uganda shall exempt Canadian firms and Canadian personnel, including their dependants, from any obligation to present written declarations in relation to these exemptions.

*Article VIII.* The Government of Uganda shall exempt Canadian firms and Canadian personnel, including their dependants, from import duties, customs tariffs, purchase tax and all other duties, taxes, charges, or levies on technical and professional equipment and on personal and domestic imported effects for their personal use and including household electrical appliances, subject to their import within six months of the arrival of the personnel, and their re-exportation, or to the termination of the useful life of such effects, the disposition of the same to

persons enjoying similar exemptions or to the payment of relevant duties and taxes. Household electrical appliances shall be deemed to include the following:

1 refrigerator	Air conditioning equipment
1 deep freezer	1 washing machine
1 stove	1 dryer
Stereo equipment	1 sewing machine
1 tape recorder	2 radios
1 television set	Video material

*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, one 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, each 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 Uganda.

*Article X.* The Government of Uganda shall exempt Canadian personnel and their dependants from import duties, customs tariffs, and other duties or taxes on textbooks, correspondence course materials, visual aids and other educational supplies, newspapers, periodicals, prescription eye glasses, prostheses, hearing aids, specially prescribed medicine, special health foods and other medical requirements for the personal use of the Canadian personnel or their accompanying dependants throughout the period of assignment.

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

*Article XII.* The Government of Uganda shall grant Canadian firms and Canadian personnel and their dependants freedom from currency exchange restrictions in respect of the re-exportation of personal funds brought into Uganda by them.

*Article XIII.* The Government of Uganda shall assist Canadian firms and Canadian personnel in ascertaining any local laws or regulations which may concern them in the performance of their duties.

*Article XIV.* Any differences which may arise relating to the interpretation or 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 Uganda or in any other manner mutually agreed upon by them.

*Article XV.* This Agreement shall enter into force on signature and shall remain in force until terminated by either party on six (6) months' notice in writing to the other party. The responsibilities of the Government of Canada and the Government of Uganda 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 the present Agreement remained in force in respect of and for the whole duration of each such project.

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

DONE in duplicate at Kampala, this 7th day of February 1983, in English and in French, each version being equally authentic.

*[Signed]*

SAM N. ODAKA  
Minister of Planning  
and Economic Development  
For the Government  
of the Republic of Uganda

*[Signed]*

D. MILLER  
High Commissioner  
For the Government  
of Canada

## ANNEXE 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 Uganda 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 programme.

(b) Expenditures related to Canadian personnel:

- (1) Their salaries, fees, allowances and other benefits;
- (2) Their economy-class airfares and other approved travel expenses and those of their dependants between their normal place of residence and the port of entry and departure in Uganda;
- (3) The cost of shipping, between their normal place of residence and Kampala/Entebbe on entry and departure from Uganda, their personal and household effects, those of their dependants, 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 Uganda.

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

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

## ANNEX B

## RESPONSIBILITIES OF THE GOVERNMENT OF UGANDA

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

1. Reasonable hotel or rest house expenses (not including drinks or meals other than breakfast) for the members of the Canadian personnel and for their accompanying dependants for fourteen (14) days on arrival and for any period after the date on which the Government of Uganda has signified that suitable residential accommodation will be available but during which it is not available 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 serviced with standard utilities (electricity, water and telephone) and containing basic furnishings including a stove and refrigerator of the standard equivalent to that normally accorded a public servant of the Government of Uganda of comparable rank and seniority. In the absence of such arrangements, an allowance sufficient to provide suitable housing shall be paid by the Government of Uganda to the members of the Canadian personnel;

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 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 their dependants between:

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

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

7. The cost of transportation of:

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

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

(c) Kampala/Entebbe and the place of residence of said personnel in Uganda at the beginning of their assignment; and

(d) The place of residence and the point of departure of said personnel in Uganda 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 Uganda;

9. Any official assistance which may be required for the purpose of expediting the clearance through customs of equipment, products, materials, supplies, and other goods required for the execution of projects and the personal and household effects of Canadian personnel and their dependants;

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 Uganda;

12. All necessary visas and all import or export permits, as the case may be, for the Canadian personnel and their dependants, 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 point of entry in Uganda to project sites, including, where necessary, the obtaining of priority by 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 dependants, 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 for use in Uganda and 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 Uganda shall give access to Canadian personnel and their dependants to medical care and hospitalization in Uganda in accordance with those standards granted to officials of the Government of Uganda.

III. The Government of Uganda acknowledges that each member of Canadian personnel shall be entitled to a period of annual leave as provided in his contract.

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

V. The Government of Uganda shall permit the Government of Canada to establish an external bank account at a commercial bank in Uganda to enable the payment of local costs as and when required.

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