

No. 24965

**CANADA
and
ZIMBABWE**

General Agreement on development co-operation (with annexes). Signed at Ottawa on 16 September 1983

Authentic texts: English and French.

Registered by Canada on 16 July 1987.

**CANADA
et
ZIMBABWE**

Accord général relatif à la coopération au développement (avec annexes). Signé à Ottawa le 16 septembre 1983

Textes authentiques : anglais et français.

Enregistré par le Canada le 16 juillet 1987.

GENERAL AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF ZIMBABWE ON DEVELOPMENT CO- OPERATION

The Government of Canada and the Government of Zimbabwe,

Wishing to strengthen the existing cordial relations between the two countries and their peoples and moved by the desire to foster development cooperation between the two countries, in conformity with the economic and social development goals of the Government of Zimbabwe,

Have agreed to the following:

Article I. The Government of Canada and the Government of Zimbabwe shall promote a program of development cooperation, between their two countries, consisting of one or more of the following components:

- (a) The sending of appraisal and evaluation missions to Zimbabwe to analyse development projects;
- (b) The granting of scholarships to citizens of Zimbabwe for studies and professional training in Canada, Zimbabwe, or a third country;
- (c) The assignment of Canadian experts, advisors and other specialists to Zimbabwe;
- (d) The provision of equipment, materials, goods, and services required for the successful execution of development projects in Zimbabwe;
- (e) The elaboration of studies and projects designed to contribute to the economic and social development of Zimbabwe; 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 Zimbabwe 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 stated otherwise, subsidiary arrangements concerning grants or contributions from the Government of Canada shall be considered as administrative arrangements.

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

4. Subsidiary arrangements and loan agreements 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 Zimbabwe shall assume the responsibilities described in Annex B in respect of any specific project established under a subsidiary arrangement or loan agreement. Annexes A and B shall be integral parts of this Agreement.

¹ Came into force on 16 September 1983 by signature, in accordance with article XIV.

Article IV. For the purpose of this Agreement:

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

(b) "Canadian personnel" means Canadians or non-Zimbabweans or other non-permanent residents of Zimbabwe working in that country on any project established under a subsidiary arrangement or loan agreement; 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/her period of service in Zimbabwe;
- (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 Zimbabwe 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 the performance of their duties in the execution of a program of development cooperation under the terms of this Agreement except for acts arising from gross negligence or willful misconduct of Canadian firms or personnel.

Article VI. The Government of Zimbabwe shall endeavour to 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 Zimbabwe, the life or safety of said personnel and of their dependents is endangered as a result of events occurring inside Zimbabwe.

Article VII. The Government of Zimbabwe shall exempt Canadian firms and Canadian personnel, including their dependents, from taxes imposed on personal income, provided such income arises outside of Zimbabwe or from Canadian aid funds or as provided in this Agreement, any subsidiary arrangement or any loan agreement. In addition the Government of Zimbabwe shall exempt Canadian firms and Canadian personnel, including their dependents, from any obligation to present written declarations in relation to these exemptions.

Article VIII. The Government of Zimbabwe shall exempt Canadian firms and Canadian personnel from import duties, customs tariffs and all other duties, charges or levies on technical and professional equipment for use on development assistance programs by Canadian personnel, or persons nominated by the Government of Zimbabwe provided that exemption from such duties, tariffs, charges or levies shall only apply to goods or equipment procured from outside Zimbabwe.

Article IX. 1. The Government of Zimbabwe shall permit Canadian personnel to import and export, customs duty and import tax free, articles intended for their personal and household use, including one motor vehicle for personal use, provided that said personnel become the owner of the goods at the time of their first arrival or within four

months of first arrival in Zimbabwe or such later time as the Controller of Customs and Excise in Zimbabwe shall allow.

2. If any such articles are disposed of in Zimbabwe, within a period of 12 months, otherwise than by the prior permission of the Controller of Customs and Excise, by gift or to a person or organization who or which is entitled to purchase such articles free of import or customs duty, such duty will be payable at the rate required by the law of Zimbabwe at the time of disposal. The export of funds derived from the sale of personal possessions will be subject to current exchange control regulations.

Article X. Funds, equipment, products, materials, and any other goods imported into Zimbabwe for, or related to the execution of projects established under any subsidiary arrangement or loan agreement shall not be subject to any taxes, import duties, customs tariffs, inspection fees or storage charges or any other levies, duties, fees or charges.

Article XI. Canadian firms, Canadian personnel and their dependents shall be permitted to import, export and utilize foreign currency in accordance with Exchange Control Regulations, or in such a manner as may be specifically approved on applications to Exchange Control. Any funds imported into Zimbabwe through banking channels would have to be sold to an Authorized Dealer. However, on departure, such funds would be regarded as repatriable.

Article XII. The Government of Zimbabwe shall endeavour to inform Canadian firms and Canadian personnel of the local laws and regulations which may concern them in the performance of their duties.

Article XIII. Any differences which may arise relating to the interpretation or application of the provisions of this Agreement or of any subsidiary arrangement or loan agreement shall be settled by means of negotiations between the Government of Canada and the Government of Zimbabwe or in any other manner mutually agreed upon by them.

Article XIV. 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 Zimbabwe with regard to projects being carried out by virtue of subsidiary arrangements or loan agreements 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.

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 Zimbabwean 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) Their salaries, fees, allowances and other benefits;
- (2) Their travel expenses and those of their dependents between their normal place of residence and Harare on entry and departure;
- (3) The cost of shipping, between their normal place of residence and Harare on entry and departure, 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 from their point of origin to Harare.

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 or loan agreement entered into pursuant to the present Agreement that such contracts shall be signed by the Government of Zimbabwe in accordance with the terms and conditions specified in said subsidiary arrangements or loan agreements.

III. The Canadian Government shall provide the Government of Zimbabwe 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, in any subsidiary arrangement or loan agreement.

ANNEX B

RESPONSIBILITIES OF THE GOVERNMENT OF ZIMBABWE

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

1. Reasonable hotel or rest house expenses (not including drinks or meals other than breakfast) for the adviser and for his accompanying dependents for fourteen (14) days on arrival; and where permanent accommodation is to be provided by Zimbabwe for any period after the date on which the Government of Zimbabwe has signified that suitable residential accommodation will be available but during which it is not available; and, for a period not to exceed seven (7) days immediately prior to their departure, after they have vacated their permanent accommodation;
2. In the case of the assignment of Canadian personnel to Ministries, Departments or Parastatal Corporations whose terms of service include the provision of housing for their employees or an allowance in lieu thereof and subject to sub-paragraph 4, accommodation containing

basic furnishings including a stove and refrigerator of the standard equivalent to that normally accorded a public servant of the Government of Zimbabwe of comparable rank and seniority. In the absence of such arrangements, an allowance sufficient to provide suitable housing will be paid by the Government of Zimbabwe or the Parastatal Corporation to the adviser;

3. In the case of the assignment of Canadian personnel to Ministries, Departments or Parastatal Corporations whose terms of service do not include the provision of housing for their employees, all assistance as can reasonably be provided in assisting Canadian personnel in obtaining suitable furnished rental accommodation;
4. 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 or loan agreements;
5. Furnished premises and office services in compliance with the standards of the Government of Zimbabwe 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;
6. The recruiting and seconding of counterparts when required for the project;
7. The travel expenses and the cost of hotel or other suitable accommodation of the Canadian personnel and of their dependents between:
 - (a) Harare and the place of residence of said personnel at the beginning of their assignment; and
 - (b) The place of residence of said personnel in Zimbabwe and Harare upon completion of their assignment;
8. The cost of transportation of:
 - (a) The personal 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 Zimbabwe;between
 - (c) Harare and the place of residence of said personnel in Zimbabwe at the beginning of their assignment; and
 - (d) The place of residence of said personnel in Zimbabwe and Harare upon completion of their assignment.
9. Any official assistance which may be required for the purpose of facilitating the travel of Canadian personnel in the performance of their duties in Zimbabwe;
10. 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 dependents;
11. All permits, licences and other documents including costs related thereto, necessary to enable Canadian personnel and Canadian firms to carry out their respective functions in Zimbabwe;
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 Harare 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 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 receivers approved for use in Zimbabwe and telephone and telegraph networks, depending on the needs of programs 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 Zimbabwe shall give Canadian personnel and their dependents access to medical care and hospitalization in Zimbabwe in accordance with the standards granted to officials of the Government of Zimbabwe.

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

IV. The Government of Zimbabwe shall ensure that scholarship holders will be bonded and, subject to vacancies within authorized establishments, that employment shall be guaranteed for a period equal to the time taken to complete the study program if the scholarship program is of more than two (2) years in duration and for two (2) years if the scholarship program is of two (2) years or less in duration, upon their return to Zimbabwe following completion of their Canada-sponsored study programs.

[For the testimonium and signatures, see p. 126 of this volume].

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

DONE in duplicate at Ottawa, this 16th day of September 1983, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord général.

FAIT en double exemplaire à Ottawa ce 16^e jour de septembre 1983, dans les langues française et anglaise, chaque version faisant également foi.

For the Government of Canada:

Pour le Gouvernement du Canada :

[Signed – Signé]

JEAN-LUC PÉPIN

For the Government of Zimbabwe:

Pour le Gouvernement du Zimbabwe :

[Illegible – Illisible]