

**No. 24943**

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**CANADA  
and  
MOROCCO**

**General Agreement concerning economic and technical  
co-operation (with annexes). Signed at Ottawa on  
13 October 1981**

*Authentic texts: English, French and Arabic.*

*Registered by Canada on 16 July 1987.*

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**CANADA  
et  
MAROC**

**Accord général concernant la coopération économique et  
technique (avec annexes). Signé à Ottawa le 13 octobre  
1981**

*Textes authentiques : anglais, français et arabe.*

*Enregistré par le Canada le 16 juillet 1987.*

## GENERAL AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO CONCERNING ECONOMIC AND TECHNICAL CO-OPERATION

The Government of Canada and the Government of the Kingdom of Morocco, hereinafter called the “Contracting Parties”;

On the basis of the cordial relations existing between the two countries and their peoples;

Wishing to strengthen and expand these relations;

Considering it to be in their common interest to encourage the economic and technical development of their respective countries;

Resolved to encourage and promote relations between the firms, institutions and persons of their respective countries;

Recognizing the advantage of closer co-operation for both countries;

Have agreed to the following:

*Article I.* The Contracting Parties shall, within the framework of Canadian development aid, to promote economic and technical co-operation between their two countries, the program for which shall include:

1. The assignment of Canadian advisers and experts to Morocco as co-operants for long and short missions;
2. The provision of equipment, materials and other goods required for the successful execution of development projects in Morocco;
3. The elaboration and implementation of studies and projects designed to contribute to the economic and social development of Morocco;
4. The granting of scholarships to Moroccans for studies or professional training in Canada, Morocco and a third country;
5. Any other form of co-operation which may be mutually agreed upon by the Contracting Parties.

*Article II.* 1. In pursuance to the objectives of this Agreement, the Government of Canada and the Government of the Kingdom of Morocco may conclude specific arrangements or loan agreements in respect of specific projects involving one or several components of the program described in Article I of this Agreement.

2. Unless stated otherwise, specific 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 Contracting Parties and shall bind them under international law.

<sup>1</sup> Came into force on 13 October 1981 by signature, in accordance with article XV.

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

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

1. “Canadian firms” means Canadian or non-Moroccan firms or institutions approved by Morocco and engaged in any project established under a specific arrangement or loan agreement;

2. “Canadian personnel” means Canadian or other persons from outside Morocco, approved by the Government of the Kingdom of Morocco and working in that country or any project established under a specific arrangement or a loan agreement; and

3. “Dependants” means the spouse of a member of the Canadian personnel and any children who are in his charge.

*Article V.* The Government of the Kingdom of Morocco shall save the Government of Canada harmless from any claims, damages, interest, loss, expenses or expenditures which could result from bodily injury to third parties, loss of property belonging to third parties and 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.

*Article VI.* In the matter of civil liability, the Government of the Kingdom of Morocco shall deem the Canadian firms and Canadian personnel to be Moroccan firms and Moroccan personnel and, as such, said firms and personnel shall be subject to the provisions of the “Code marocain des obligations et contrats”.

*Article VII.* Canadian personnel shall be exempted from all taxes and other levies on income and other benefits which are not the responsibility of the Government of the Kingdom of Morocco and which they will receive outside of Morocco in connection with their activities in that country.

*Article VIII.* The Government of the Kingdom of Morocco shall allow Canadian firms and Canadian personnel to import technical and professional equipment under Morocco’s temporary import regulations, subject to the re-exportation of such equipment. Technical and professional equipment imported under these regulations may be transferred in accordance with legislation in force in Morocco.

*Article IX.* The Government of the Kingdom of Morocco shall grant each member of the Canadian personnel, including his dependants, the right to import his household and personal effects free of any import duties or taxes when he first moves to Morocco, after submission of a detailed list with the customs declaration and subject to the reexportation of such goods at the end of the assignment in Morocco.

*Article X.* Each member of the Canadian personnel may temporarily import or export a vehicle for his personal use, free of any customs duties. This privilege may be exercised every four (4) years and is limited to two (2) vehicles for the entire period of time that the member of the Canadian personnel is in Morocco. 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. Such

vehicles shall be transferred or sold only to other persons enjoying similar exemptions, subject to prior agreement by the Moroccan customs authorities.

*Article XI.* The Government of the Kingdom of Morocco shall not use the funds provided by the Government of Canada under any specific arrangement or loan agreement, for the payment of import duties or taxes on equipment, products, materials, supplies and any other goods imported into Morocco for the execution of projects established under any specific arrangement or loan agreement.

*Article XII.* The Government of the Kingdom of Morocco shall guarantee Canadian personnel and their dependants the right to maintain bank accounts in foreign currency or convertible dirhams and to export the money they have imported into Morocco in accordance with the exchange regulations in force.

*Article XIII.* The Government of Canada shall take the necessary measures to ensure:

- (a) That each member of the Canadian personnel, during and after his assignment in Morocco, observe the strictest secrecy with regard to facts, information and documents coming into his possession in the course of his duties;
- (b) That each member of the Canadian personnel, during his assignment in Morocco, directly or indirectly refrain from engaging in any profit-making activity of any kind, without the express authorisation of the authority concerned;
- (c) That Canadian personnel and their dependants refrain from taking part in any political activity in Morocco or any other action which could harm the interests of Canada or Morocco.

*Article XIV.* Any dispute which may arise in the application of the provisions of this Agreement or a specific arrangement or loan agreement shall be settled by negotiations between the Government of Canada and the Government of the Kingdom of Morocco or in any other manner mutually acceptable to the Contracting Parties.

*Article XV.* The present Agreement shall annul and replace the Memorandum of Understanding regarding the assignment of Canadian co-operation personnel to the Government of the Kingdom of Morocco, signed at Rabat on November 22, 1965. The present Agreement shall enter into force on signature by the Contracting Parties and shall remain in force until terminated by either party on six (6) months notice. However, such termination shall not void the contracts already entered into and the guarantees already given under this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective governments, have signed the present Agreement.

DONE in two copies at Ottawa this 13th day of October, 1981, in English, French and Arabic, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés par leurs gouvernements respectifs, ont signé le présent Accord.

FAIT en deux exemplaires à Ottawa le 13<sup>e</sup> jour d'octobre 1981, en français, en anglais et en arabe, chaque version faisant également foi.

MARK MACGUIGAN

Pour le Gouvernement  
du Canada

For the Government  
of Canada

M'HAMED BOUCETTA

Pour le Gouvernement  
du Royaume du Maroc

For the Government  
of the Kingdom of Morocco

## ANNEX A

## RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

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

A. Expenditures related to Moroccan scholarship holders:

1. Enrollment and tuition fees, books, supplies or material required;
2. A living allowance;
3. Medical and hospital expenses;
4. Economy-class fares for travel by airplane 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 and international travel expenses;
2. The various benefits and allowances provided for in the contracts, insofar as they are not the responsibility of the Government of the Kingdom of Morocco.

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 merchandise, materials, matériel, equipment and other goods and transportation of same to the port of entry in Morocco.

II. Contracts for the purchase of goods or the provision of services financed by the Government of Canada and required for the execution of individual projects shall be concluded by the Government of Canada or one of its agencies.

However, it may be agreed that an arrangement will be made for the Government of the Kingdom of Morocco to conclude such contracts itself in compliance with the following conditions or with other conditions specified in specific arrangements or 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. There must be an invitation to tender 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 the Kingdom of Morocco in advance with a list of members of the Canadian personnel entitled to the rights and privileges set forth in this Agreement.

## ANNEX B

## RESPONSIBILITIES OF THE GOVERNMENT OF THE KINGDOM OF MOROCCO

I. Unless otherwise indicated in specific arrangements or loan agreements, the Government of the Kingdom of Morocco shall provide the services and defray the expenses specified below:

1. A lump sum payment for miscellaneous expenses of 1,800 dirhams per month to be paid to the Embassy of Canada in Morocco at the end of each month for each member of the Canadian personnel from the time of his arrival in Morocco to the end of his assignment;
2. The granting of multiple entry, exit and visitor's visas renewable and valid for one year, for Canadian personnel and their dependants;
3. Travel expenses for Canadian personnel on authorized service missions during their period of assignment as well as a travel allowance equivalent to that granted to Moroccans of corresponding rank;
4. Furnished premises and office services as supplied to Moroccan employees and including adequate facilities and materials, support staff, professional and technical material, and telephone, mail and other services which the Canadian personnel would need in order to perform their duties;
5. The recruiting and assignment of Moroccan counterparts required for the project;
6. All assistance to expedite the clearance through customs of:
  - (a) Equipment, products, materials and other goods required for the project;
  - (b) Household and personal effects of Canadian personnel and their dependants;so that projects may be executed in accordance with the schedule previously agreed upon;
7. Reports, records, maps, statistics and other information related to projects and likely to help members of the Canadian personnel in performing their duties;
8. Other measures within its jurisdiction in order to eliminate all obstacles hindering the execution of projects.

II. The Government of the Kingdom of Morocco acknowledges that each member of the Canadian personnel assigned to Morocco shall be entitled to a period of annual leave of no less than four (4) weeks.

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