

No. 24976

**CANADA
and
MALI**

**General Agreement concerning development co-operation
(with annexes). Signed at Bamako on 21 June 1984**

Authentic texts: English and French.

Registered by Canada on 16 July 1987.

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et
MALI**

**Accord général concernant la coopération au développe-
ment (avec annexes). Signé à Bamako le 21 juin 1984**

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 REPUBLIC OF MALI CONCERN- ING DEVELOPMENT COOPERATION

The Government of Canada and the Government of the Republic of Mali (hereinafter called "the Government of Mali"),

Wishing to strengthen the existing cordial relations between the two countries and their peoples and acknowledging their common interest in the definition of conditions for the implementation of a programme of cooperation between the two countries with the objectives of economic and social development of Mali,

Have agreed to the following:

Article I. The programme of development cooperation shall provide for:

1. The granting of scholarships to citizens of Mali for studies and professional training in Canada, in Mali or a third country;
2. The assignment of Canadian experts, advisors and other specialists to Mali;
3. The provision of equipment, materials and other goods required for the execution of cooperation projects in Mali;
4. The elaboration of studies and projects designed to contribute to the economic and social development of Mali; and
5. Any other form of assistance which may be mutually agreed upon by the Contracting Parties.

Article II. (1) To reach the objectives of this Agreement, the Government of Canada and the Government of Mali may conclude subsidiary understanding in respect of specific projects involving one or several components of the programme described in Article I.

(2) Unless expressly stated otherwise, subsidiary understandings concerning grants or contributions from the Government of Canada shall be considered as administrative arrangements.

(3) Subsidiary understandings concerning projects financed jointly by the Government of Canada and an international organization may, when the Government of Canada so consents, and after consultation with the Government of Mali, be signed through the intermediary of such an organization as administrator of funds provided by the Government of Canada, in the form of and in compliance with the procedures required by such an organization.

Article III. Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex A and the Government of Mali shall assume the responsibilities described in Annex B in respect of any specific projects established under a subsidiary understanding. The Annexes A and B shall be integral parts of this Agreement.

¹ Came into force on 21 June 1984 by signature, in accordance with article XIV.

Article IV. For the purposes of this Agreement:

(1) "Canadian firm" means Canadian or other firms or institutions from outside Mali engaged in any project under a subsidiary understanding.

(2) "Canadian personnel" means Canadians or other persons from outside Mali working in that country on any project established under a subsidiary understanding and whose candidacies have been accepted by the Government of Mali.

(3) "Dependent" means the spouse of a member of the Canadian personnel, his child or the one of his spouse, or any other person recognized as dependent by the Government of Canada.

Article V. The Government of Mali agrees that the Government of Canada, Canadian firms and Canadian personnel shall be saved harmless from and against all claims, damages, interests, losses, costs or expenses resulting from bodily injury to a third party, the loss of goods belonging to a third party or damage to the property of a third party which may have been caused by or suffered as a result of the execution of a project or any of its components, except if such injury, loss or damage was intentional or resulted from gross misconduct, fraud or criminal negligence.

Article VI. The Government of Mali shall exempt Canadian firms and Canadian personnel, including their dependents, from all residence taxes, duties or other taxes on their income arising outside of Mali or from Canadian aid funds, as provided in this Agreement, or in any subsidiary understandings as well as exempt them from the necessity of filing income tax returns in order to justify these exemptions. In case they are involved, in Mali, in any paid or profit-earning activity unrelated to the present Agreement, the corresponding income arising from this activity shall be taxable by Mali. This article does not affect the obligation of Canadian firms to report to Malian authorities, for information purposes only, rents paid to landlords in Mali.

Article VII. The Government of Mali shall exempt Canadian firms and Canadian personnel, including their dependents, from all entry and customs duties, sales and purchase tax and all other duties, taxes, charges or levies on vehicles, technical or professional equipment and household and bona fide personal effects, provided that all these goods are re-exported except those no longer of any use or those transferred to persons entitled to the same privileges.

These goods shall be imported within six (6) months of the installation of their owners. Malian authorities shall be provided with the list of the goods exempted.

Article VIII. Each member of Canadian personnel may import or export, duty free, a vehicle for his personal use during his assignment. However, in the event of fire, theft, or an accident causing major damage to the vehicle, such privilege shall be renewable before his assignment has expired. The rules respecting the sale or disposal of such vehicle shall be the same as those governing the vehicles of officials of international organizations who are posted in Mali.

Article IX. The Government of Mali shall exempt equipment, products, materials and any other goods imported into Mali for the execution of projects established under subsidiary understandings from all entry and customs duties and all other import or inspection taxes.

Article X. The Government of Mali shall guarantee Canadian personnel and their dependents the right to maintain bank accounts in foreign currency and export without any foreign exchange restrictions the money that they have imported into Mali.

Article XI. The Government of Mali shall inform Canadian firms and Canadian personnel upon request, of the local laws and regulations which may concern them in the performance of their duties.

Article XII. The Government of Mali shall provide:

- (a) All permits, licences and other documents required by Canadian firms and Canadian personnel in the performance of their duties in Mali; and
- (b) Export permits and exit visas, as the case may be, for Canadian personnel and their dependents and for materials, professional and technical equipment and the personal effects of this personnel.

Article XIII. Any differences which may arise in the application of the provisions of this Agreement or a subsidiary understanding shall be settled by negotiations between the Government of Canada and the Government of Mali or in any other manner mutually acceptable to the Contracting Parties to this Agreement.

Article XIV. This Agreement shall enter in force on the date of signature by the two Governments and shall remain effective for a period of three (3) years. It will then be automatically renewed from year to year unless it is terminated by a six (6) months advance written notice from either party. However, such termination shall not void the contracts already entered into and guaranties already given under this Agreement.

ANNEX A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

I. Unless otherwise indicated in individual subsidiary understandings, the Government of Canada shall finance the following expenditures, based on the rates authorized in compliance with its regulations:

(A) Expenditures related to scholarship holders from Mali:

- (1) Enrolment and tuitions fees, books, supplies, or material required; research and thesis expenses;
- (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 programme.

(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 their place of assignment in Mali;
- (3) The cost of hotel or other temporary accommodation, as well as meal expenses for Canadian personnel and their dependents, from their arrival in Mali until their settlement in permanent accommodation, and from the time they leave their permanent accommodation until their actual departure date; in the case of Canadian personnel assigned for less than six (6) months, no permanent accommodation will likely be required and the Government of Canada shall accept to defray these expenses during the whole period of their assignment;
- (4) Their transportation expenses and the cost of hotel or other suitable temporary accommodation incurred on authorized trips during their assignment;
- (5) The cost of shipping, between their normal place of residence and their place of assignment in Mali, their personal and household effects, those of their dependents, and specialized technical material required for the execution of their duties.

(C) Expenses related to certain projects:

- (1) The cost of engineers', architects', and other services required for the execution of projects;
- (2) The cost of providing merchandise, materials, matériel, equipment, and other goods and transporting them to the project sites in Mali.

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, an arrangement may be made for the Government of Mali to sign such contracts itself in compliance with the following conditions or with other conditions specified in individual subsidiary understandings. Unless expressly authorized otherwise by the Government of Canada:

- (1) Goods acquired in Canada must have a Canadian content of at least sixty-six and two thirds per cent (66 2/3 %);
- (2) There must be an invitation to tender and the contract must be given to the lowest bidder;
- (3) Terms of payment and other clauses in contracts must be approved beforehand by the Government of Canada; and
- (4) Canadian suppliers shall be paid directly by the Government of Canada.

III. The Government of Canada shall provide the Government of Mali in advance with a list of the Canadian personnel entitled to the rights and privileges set forth in this Agreement.

ANNEX B

RESPONSIBILITIES OF THE GOVERNMENT OF MALI

I. Unless otherwise provided in subsidiary understandings, the Government of Mali shall provide and defray the services and expenditures mentioned below:

- (1) Permanent accommodation for Canadian personnel assigned in Mali for a period exceeding six (6) months;
- (2) Furnished premises and office services in compliance with the standards of the Government of Mali, including adequate facilities and materials, support staff, professional and technical materials, and telephone, mail and any other services which the Canadian personnel would need in order to carry out their duties;
- (3) The granting of entry, exit and visitors' visas to Canadian personnel and their dependents at no charge;
- (4) The recruiting and seconding of counterparts when required for the project;
- (5) Any assistance for the purpose of facilitating the travel of Canadian personnel in the performance of their duties in Mali;
- (6) Any assistance for the purpose of expediting the clearance through customs of equipment, products, materials and other goods required for the execution of projects and the personal and household effects of Canadian personnel and their dependents;
- (7) The storage of articles mentioned in paragraph 6 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;
- (8) Any assistance for the rapid dispatch to project sites in Mali, of goods financed by Canada, including, where necessary, the giving of priority to forwarding and transportation agents;
- (9) Permission to use all means of communication such as frequency radio transmitters and receivers approved in Mali and telephone and telegraph networks, depending on the needs of programmes and projects;
- (10) Reports, records, maps, statistics and other information related to projects and likely to help Canadian personnel;
- (11) Other measures within its jurisdiction in order to eliminate all obstacles hindering the execution of projects.

II. The Government of Mali acknowledges that each member of Canadian personnel on assignment in Mali shall be entitled to a period of annual leave.

III. In compliance with its policy on utilization of local resources, the Government of Mali shall ensure that scholarship holders trained under Canadian technical assistance programs will be assigned to positions commensurate with their specialization, and in accordance with the related regulations of Mali.

[For the testimonium and signatures, see p. 242 of this volume].