

No. 24944

**CANADA
and
RWANDA**

General Agreement for development co-operation (with annexes). Signed at Kigali on 25 October 1981

Authentic texts: English and French.

Registered by Canada on 16 July 1987.

**CANADA
et
RWANDA**

Accord général concernant la coopération au développement (avec annexes). Signé à Kigali le 25 octobre 1981

Textes authentiques : anglais et français.

Enregistré par le Canada le 16 juillet 1987.

GENERAL AGREEMENT¹ FOR DEVELOPMENT CO-OPERATION BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE RWANDESE REPUBLIC

The Government of Canada and the Government of the Rwandese Republic (hereinafter called “the Rwandese Government”) wishing to strengthen the existing cordial relations between the two countries and their peoples and to define the conditions of implementation of a development co-operation program between the two countries in conformity with the objectives of economic and social development of the Rwandese Republic have agreed to the following:

Article I. The Government of Canada and the Rwandese Government shall promote the implementation of a program of development co-operation between the two countries, which may include:

- (a) The sending to Rwanda of technical missions in order to survey, to analyse, to assess and to evaluate development projects;
- (b) The award of scholarships to citizens of Rwanda for studies and professional training in Canada, in Rwanda or in a third country;
- (c) The assignment in Rwanda of cooperants, advisers and specialists from Canada;
- (d) The provision of equipment, materials, goods and services required for the execution of co-operation projects in Rwanda;
- (e) The elaboration of studies and projects designed to contribute to the economic and social development of Rwanda; or
- (f) Any other form of co-operation which may be mutually agreed upon.

Article II. (a) In order to achieve the objectives of this Agreement, the Government of Canada and the Rwandese Government may conclude subsidiary arrangements pertaining to co-operation projects involving one or more of the program components mentioned in Article I.

(b) Subsidiary arrangements shall make specific reference to this Agreement.

(c) Unless otherwise provided, subsidiary arrangements involving grants by the Government of Canada, shall be considered as administrative arrangements.

Article III. Unless otherwise provided, the Government of Canada shall assume the responsibilities described in Annex A and the Rwandese Government shall assume the responsibilities described in Annex B in respect of any project established under a subsidiary arrangement. Annexes A and B shall be integral parts of this Agreement.

Article IV. For the purpose of this Agreement:

(a) “Canadian firms” means Canadian or non-Rwandese firms or institutions engaged in any projects established under a subsidiary arrangement;

¹ Came into force on 1 June 1982, the date on which the Contracting Parties notified each other of the completion of the constitutional formalities, in accordance with article XV.

(b) "Canadian personnel" means persons from Canada or from outside Rwanda working in Rwanda on any project established under a subsidiary arrangement; and

(c) "Dependants" means the spouse of a member of the Canadian personnel, his children or those of his spouse or any other person recognized as a dependant by the Government of Canada.

Article V. The Rwandese Government shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian personnel from and against any civil liability resulting from actions or omissions in the course of performance of duties for the execution of projects, except where those actions or omissions constitute gross misconduct, fraud or criminal negligence. It is understood, however, that this article shall not be interpreted as indemnifying Canadian firms against professional liability.

Article VI. The Rwandese Government shall exempt Canadian firms and Canadian personnel, including their dependants, from all resident taxes, income taxes and other types of taxes on any income arising from outside Rwanda or from the Canadian or the Rwandese contributions under a subsidiary arrangement, and also from necessity of filing tax returns in order to justify these exemptions.

Article VII. Materials, supplies, products, equipment, household and personal effects as well as technical and professional equipment imported into Rwanda, either for the execution of projects or for the use of Canadian firms, Canadian personnel and their dependants, shall be free of any entry or customs duties, inspection or storage charges, as well as of all other duties, taxes, charges, levies or fees.

Article VIII. Each member of the Canadian personnel may import or export a vehicle for his personal use, free from any entry or customs duties, sales tax, consumers' tax as well as of any other duties, taxes or charges. This privilege may be exercised every three (3) 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 has expired. The sale or disposal of such vehicle shall be subject to regulations governing vehicles of officials of international organizations posted in Rwanda. Canadian firms shall enjoy the same privilege in respect of vehicles imported for the execution of co-operation projects.

Article IX. The Rwandese Government shall guarantee Canadian firms the right to maintain a foreign currency account in a bank and shall exempt them from exchange restrictions in respect of the re-exportation of funds imported but not spent in Rwanda.

Article X. The Rwandese Government shall guarantee Canadian personnel and their dependants the right to maintain an account in convertible local currency and shall exempt them from exchange restrictions in respect of the re-exportation of funds imported but not spent in Rwanda.

Article XI. The Rwandese Government shall ensure full protection of the members of the Canadian personnel, their dependants and their goods, and shall facilitate their repatriation in a period of crisis or whenever their life or their safety is threatened by events occurring outside or inside Rwanda.

Article [XII]. The Rwandese Government shall ensure that members of the Canadian personnel and their dependants have free access to the Rwandese territory and may easily enter or leave the country.

Article XIII. The Rwandese Government shall inform Canadian firms and members of the Canadian personnel of local laws and regulations which may apply in the performance of their duties.

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

Article XV. This Agreement shall enter into force on the date on which each Contracting Party shall have notified the other that all constitutional formalities have been complied with, and shall remain in force unless terminated by either Contracting Party on six months notice to the other. The Government of Canada and the Rwandese Government shall assume their obligations with respect to projects established under subsidiary arrangements prior to the expiry of this Agreement until completion of these projects, as if this Agreement had remained in force.

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

DONE in two copies, at Kigali, this 25th day of October 1981, in French and English, each version being equally authentic.

For the Government
of Canada:

PIERRE DE BANÉ
Minister of Regional
Economic [Expansion]

For the Government
of the Rwandese Republic:

FRANÇOIS NGARUKIYINTWALI
Minister of Foreign Affairs
and Cooperation

ANNEX A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

I. Unless otherwise indicated in subsidiary arrangements, the Government of Canada shall finance the following expenditures on the basis of the rates authorized under its regulations:

A. Expenditures concerning Rwandese scholars:

1. Enrolment and tuition fees, books, supplies or material required;
2. A living allowance;
3. Medical and hospital expenses; and
4. Economy fares by aircraft or by any other approved means of transportation, as required by the scholarship program.

B. Expenditures concerning Canadian personnel:

1. Their fees and allowances;
2. Their travel expenses and those of their dependants between their normal place of residence and their place of assignment in Rwanda; and
3. The shipping costs of their personal and household effects, those of their dependants as well as of technical and professional equipment required in the performance of their duties, between their normal place of residence and their place of assignment in Rwanda.

C. Expenditures related to certain projects:

1. The cost of the services of professional firms; and
2. The purchase prices and the transportation costs to the project sites in Rwanda, of equipment, products, materials and supplies required for the carrying out of projects.

II. Contracts concerning goods and services financed by the Government of Canada and required for the carrying out of projects, are entered into by the Government of Canada or by any of its agencies. However, if it is provided in a subsidiary arrangement that the Rwandese Government may enter into these contracts, the following conditions shall apply, subject to any other conditions contained in subsidiary arrangements or specifically approved by the Government of Canada:

1. Goods and services purchased in Canada have a Canadian content of at least sixty-six and two thirds per cent (66 $\frac{2}{3}$ %);
2. There is a tender call and, in the case of the procurement of goods, the contract is [awarded] to the lowest responsive bidder;
3. The terms of payment and the other provisions of the contract receive prior approval from the Government of Canada; and
4. Canadian companies providing goods or services are paid directly by the Government of Canada.

III. The Government of Canada shall provide the Rwandese Government with the list of members of the Canadian personnel and their dependants entitled to the rights and privileges set forth in this Agreement.

ANNEX B

RESPONSIBILITIES OF THE RWANDESE GOVERNMENT

I. Unless otherwise indicated in subsidiary arrangements, the Rwandese Government shall, as its counterpart contribution, provide and pay for the following services or expenditures:

1. Properly furnished and equipped accommodation for each member of the Canadian personnel or a monthly allowance in lieu thereof, which shall be determined on the basis of the current market rates in Rwanda;
2. Furnished promises and offices including adequate facilities and supplies, support staff, and telephone, mail and other services required by the members of the Canadian personnel for the performance of their duties;
3. The recruiting or seconding of counterparts where required by the projects;
4. Any assistance in order to facilitate the travel of members of the Canadian personnel in the performance of their duties in Rwanda;
5. Any assistance in order to expedite clearance through customs of equipment, products, materials, supplies and other goods required for the carrying out of projects, as well as of personal and household effects of members of the Canadian personnel and their dependants;
6. The storage of articles mentioned in paragraph 5 above while they are held [in] customs and any measures required to protect these articles against deterioration, theft, fire and any other risk;
7. All permits, licences and other documents required by Canadian firms and Canadian personnel in the performance of their duties in Rwanda;
8. All visas and import or export permits required by Canadian firms, Canadian personnel and their dependants, as well as for the equipment, the supplies or the goods required for the carrying out of projects or for professional and technical equipment, and personal or household effects;
9. Permission to use all means of communications such as high frequency radio transmitters and receivers approved for use in Rwanda, and telephone and telegraphic lines, as required by projects;
10. Reports, records, maps, statistics and other information related to projects and which may assist Canadian personnel in the performance of their duties;
11. Local expenditures which are not financed by the Government of Canada and which are required for the carrying out of projects; and
12. Other measures within its jurisdiction in order to facilitate the carrying out of projects.

II. The Rwandese Government shall ensure that the members of the Canadian personnel and their dependants have access to medical and hospital care in Rwanda under the same conditions as those enjoyed by its public servants.

III. The Rwandese Government shall acknowledge that each member of the Canadian personnel is entitled to a period of annual leave.

IV. The Rwandese Government shall recognize the academic or technical levels of the exams given to Rwandese scholars in Canada.

V. The Rwandese Government shall ensure that Rwandese scholars return to Rwanda after their studies or training abroad and be assigned to positions as prescribed in the subsidiary arrangements.