

No. 24940

**CANADA
and
EGYPT**

**General Agreement concerning development co-operation
(with annexes). Signed at Ottawa on 31 January 1983**

Authentic texts: English, French and Arabic.

Registered by Canada on 16 July 1987.

**CANADA
et
ÉGYPTE**

**Accord général concernant la coopération au dévelop-
pement (avec annexes). Signé à Ottawa le 31 janvier
1983**

Textes authentiques : anglais, français et arabe.

Enregistré par le Canada le 16 juillet 1987.

GENERAL AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT CONCERNING DEVELOPMENT CO-OPERATION

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

Article I. The Government of Canada and the Government of Egypt will promote a programme of development co-operation between their two countries which programme will consist of one or more of the following components:

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

Article II. (1) In support of the objectives of this Agreement, the Government of Canada and the Government of Egypt may conclude subsidiary arrangements or loan agreements in respect of specific projects involving one or several components of the programme described in Article I of this Agreement.

(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 contracting Parties and shall bind them under international law.

(4) Subsidiary arrangements and loan agreements shall make specific reference to this Agreement.

(5) It is understood that this Agreement applies only with respect to projects financed under concessional terms (grant or soft loan) by the Canadian International Development Agency.

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

¹ Came into force on 1 July 1984, i.e., the first day of the second month following the date of the last of the notifications by which the Parties had informed each other of the completion of the necessary procedures, in accordance with article XIII (1) and (2).

shall assume the responsibilities described in Annex B in respect of any specific project established under a subsidiary arrangement or a loan agreement. 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 other non-Egyptian firms or institutions engaged in any project under a subsidiary arrangement or a loan agreement;

(b) "Canadian personnel" means Canadians or non-Egyptian or other non-permanent residents of Egypt working in that country on any project established under a subsidiary arrangement or a loan agreement; and

(c) "Dependants" means

(i) The spouse of a member of a Canadian personnel,

(ii) A child of the member of a 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, or

(iii) Any other person recognized as a dependant by the Government of Canada, 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 Egypt shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian personnel from civil liability for acts performed in the course of their duties except where it is legally established by an Egyptian court of law that such acts result from gross negligence or wilful misconduct on their part.

Article VI. The Government of Egypt 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 Egypt, the life or safety of said personnel and of their dependants are endangered.

Article VII. The Government of Egypt shall exempt Canadian firms and Canadian personnel in the framework of this Agreement in accordance with Article IV including their dependants, from all Egyptian taxes, including income taxes, any other taxes, or the tax on income arising outside Egypt; or from Canadian aid funds or any subsidiary arrangement or any loan agreement, as well as the exemption from the obligation to present any written declaration in relation to these exemptions. Payments paid by the Egyptian Government to Canadian personnel under Annex B of this Agreement shall benefit from the same exemptions.

Article VIII. The Government of Egypt shall temporarily release without payment of customs duties and taxes chargeable thereon, goods, equipments, technical and professional materials for personal use and domestic use of Canadian firms and Canadian personnel who are working in a project financed through Canadian Aid including their dependants. This includes one car in addition to household electrical appliances subject to their re-exportation or to the

disposition of the same to persons enjoying similar exemptions. However, in the event of fire, loss or an accident causing major damage to personal and domestic effects including a vehicle, such privilege shall be renewable.

Article IX. The Government of Egypt shall exempt Canadian personnel and their dependants from import duties, customs tariffs and other duties or taxes on special medical products, beverages and other articles of daily use that may be legally imported into Egypt for the personal requirements of the Canadian personnel and their dependants, according to quotas mutually agreed upon.

Article X. The Government of Egypt shall exempt equipment, products, materials and any other goods imported into Egypt for, or related to, the execution of projects financed through Canadian International Development Agency grants from all customs tariffs and other duties or taxes provided that the said projects are executed for the Government of Egypt or one of its relevant agencies. Equipment, products, materials and any other goods imported into Egypt for, or related to, the execution of projects financed through a Canadian International Development Agency loan, may be exempted from customs tariffs and other duties or taxes on a case by case basis. However, nothing will be paid from the loan to cover these tariffs and duties or taxes or fees where payable.

Article XI. The Government of Egypt shall grant Canadian personnel freedom from currency exchange restrictions in respect of the re-exportation of their salaries or remunerations transferred from abroad through authorized banking institutions in Egypt.

Article XII. Differences which may arise in the 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 Egypt or in any other manner mutually agreed upon by the contracting Parties.

Article XIII. (1) This Agreement shall be subject to approval in accordance with the contracting Parties' own procedures. The contracting Parties shall notify each other that the procedures necessary to this end have been completed.

(2) This Agreement shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 of this Article have been given.

(3) This Agreement shall remain in force until terminated by either Party on six (6) months' notice in writing. The responsibilities of the Government of Canada and the Government of Egypt 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 this Agreement were in force for the whole duration of such projects.

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 Egyptian 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 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 dependants between their normal place of residence and the port of entry and departure in Egypt;
 - (3) The cost of shipping, between their normal place of residence and the port of entry and departure in Egypt, 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 the port of entry in Egypt.

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 Egypt in accord with the terms and conditions specified in said subsidiary arrangements or loan agreements.

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

ANNEX B

RESPONSIBILITIES OF THE GOVERNMENT OF EGYPT

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

- (1) Temporary accommodation for Canadian personnel and their dependants from the time of their arrival in Egypt until such time as permanent accommodation is occupied by said personnel and their dependants 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 containing basic furnishings of the standard equivalent to that normally accorded a public servant of the Government of Egypt of comparable rank and seniority, or a housing allowance to be determined in subsidiary arrangements or loan agreements;
- (3) Where the assignment of any Canadian personnel is less than six (6) months, temporary accommodation, or an equivalent allowance to be determined in subsidiary arrangements or loan agreements;
- (4) Furnished premises and office services in compliance with the standards of the Government of Egypt, 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 of their dependants between
 - (a) The port of entry and the place of residence of said personnel in Egypt at the beginning of their assignment; and
 - (b) The place of residence and the point of departure of said personnel in Egypt 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 Egypt, between
 - (c) The port of entry and the place of residence of said personnel in Egypt at the beginning of their assignment; and
 - (d) The place of residence and the point of departure of said personnel in Egypt 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 Egypt;
- (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, loss, 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 Egypt;
- (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 port of entry in Egypt to project sites, including where necessary, the obtaining of priority by Egypt 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 from the Ministry of Interior in accordance with the relevant laws and regulations to use all means of communication such as high frequency radio transmitters and receivers approved for use in Egypt 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; provided that they are not classified and have no relations to national security.

II. The Government of Egypt shall give access to Canadian personnel and their dependants to medical care and hospitalization in Egypt in accordance with those standards granted to officials of the Government of Egypt.

III. The Government of Egypt acknowledges that each member of Canadian personnel shall be entitled to a period of annual leave. Annual leave shall not be taken during the first six months of assignment in Egypt, unless otherwise agreed by the Government of Egypt.

IV. The Government of Egypt shall consider the employment of scholarship holders who receive grant financed studies for a period not less than five years upon their return to their country.

[For the testimonium and signatures, see p. 385 of this volume.]

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

DONE in duplicate at Ottawa, this 31st day of January 1983 in the English, French and Arabic 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.

FAIT en double exemplaire à Ottawa ce 31^e jour de janvier 1983 dans les langues française, anglaise et arabe, chaque version faisant également foi.

وان يشهد الموقعان أدناه على هذا، ويتفويضا، سليم من كرتين -
وقدما على هذا الاتفاق .

عصر من عسرتين في اوتوا بكندا في العاد والشلاشين من شهر يناير
١٩٨٣ . بكل من اللغات الانجليزية والفرنسية والاربية ، وكل منبها له نفس
العربية .

For the Government of Canada:
Pour le Gouvernement du Canada :

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[Signed — Signé]

CHARLES LAPOINTE

For the Government
of the Arab Republic of Egypt:

Pour le Gouvernement
de la République Arabe d’Egypte :

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[Signed — Signé]

WAGIH SHINDY