

No. 24954

**CANADA
and
IRAQ**

**Agreement on trade, economic and technical co-operation.
Signed at Baghdad on 12 November 1982**

*Authentic texts: English, French and Arabic.
Registered by Canada on 16 July 1987.*

**CANADA
et
IRAQ**

**Accord relatif au commerce et à la coopération économique
et technique. Signé à Bagdad le 12 novembre 1982**

*Textes authentiques : anglais, français et arabe.
Enregistré par le Canada le 16 juillet 1987.*

AGREEMENT¹ ON TRADE, ECONOMIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ

The Government of Canada and the Government of the Republic of Iraq, hereinafter referred to as the Contracting Parties, convinced of the importance of strengthening, expanding and diversifying trade, economic and technical cooperation between their two countries on a mutually beneficial basis, within the framework of laws and regulations valid in each country, have agreed to conclude this Agreement and for that purpose, have appointed as their plenipotentiaries; The Honourable Charles Lapointe, Minister of State (External Relations) for the Government of Canada; and

His Excellency Mr. Hassan Ali, Member of the Revolutionary Command Council, Minister of Trade for the Government of the Republic of Iraq,

who, having exchanged their full powers and found them in good and due form, have agreed on the following:

Article One. The Contracting Parties shall take all possible measures to develop and expand trade, economic and technical cooperation between their two countries.

Article Two. 1. The Contracting Parties shall accord each other most favoured nation treatment in all matters with respect to customs duties and charges of any kind imposed on or in connection with importation or exportation of products, with respect to all rules and formalities connected with importation or exportation, and with respect to all internal taxes or other internal charges of any kind.

2. Accordingly, products of each Contracting Party imported into the territory of the other Contracting Party shall not be subject, in regard to matters referred to in the first paragraph of this Article, to any duties, taxes or charges other or higher, or to any rules or formalities more burdensome, than those to which like products of any third country are or may hereafter be subject,

3. Similarly, products exported from the territory of a Contracting Party and consigned to the territory of the other Contracting Party shall not be subject, in regard to matters referred to in the first paragraph of this Article, to any duties, taxes or charges other or higher or to any rules or formalities more burdensome than those to which like products when consigned to the territory of any third country are or may hereafter be subject.

Article Three. The provisions of Article Two shall not apply to the following:

- a. Advantages and privileges accorded or which may be accorded by either Contracting Party to neighbouring countries in order to facilitate border trade;
- b. Advantages and privileges accorded or which may be accorded by the Republic of Iraq to Arab countries;

¹ Came into force on 6 April 1983, the date of an exchange of notes confirming its ratification or approval, in accordance with article 12 (1).

- c. Advantages and privileges accorded or which may be accorded by Canada to countries and their dependent overseas territories entitled to the benefits of the British Preferential Tariff or to certain British Commonwealth countries in Trade Agreement;
- d. Advantages and privileges accorded or which may be accorded by either Contracting Party to meet its commitments or exercise its rights under international agreements and arrangements; and
- e. Such measures as either Contracting Party may take to protect its national security or health.

Article Four. For the purpose of developing, diversifying and expanding trade between their two countries, the Contracting Parties shall encourage their organizations and companies concerned to conclude contracts, preferably on a long term basis.

Article Five. The Government of Canada shall, to the extent possible, undertake to encourage Canadian organizations and companies to facilitate promotional activities of Iraqi organizations and companies in exporting Iraqi products to Canada.

Article Six. 1. Subject to the laws, regulations and practices in the two countries, the Contracting Parties shall facilitate the participating in and the holding of permanent and temporary fairs and the establishment of trade centres by either Contracting Party.

2. Subject to the laws, regulations and practices in the two countries, the Contracting Parties shall facilitate the establishment of commercial, engineering and after sales offices.

Article Seven. The Contracting Parties shall, in accordance with the objectives of this Agreement, do their utmost to develop and strengthen economic and technical cooperation between their two countries, particularly in the following fields:

- a. Industry, including Mining and Mineral Extraction;
- b. Agriculture and Forestry;
- c. Oil Industry and Petrochemicals;
- d. Electric Power Generation, Transmission and Distribution;
- e. Public Works, including Housing;
- f. Water and Sewerage;
- g. Irrigation and Water Conservation;
- h. Transportation and Communication;
- i. Health and Medicine;
- j. Transfer of Technology;
- k. Engineering, Design and Construction;
- l. Renewable Energy.

Article Eight. The Contracting Parties shall endeavour to facilitate the promotion of economic and technical cooperation between organizations and companies, *inter alia*, with regard to:

- a. The feasibility, construction, expansion and modernization of the fields identified in Article Seven;

- b. Exchange of scientific and technical information;
- c. Exchange of visits of specialized personnel;
- d. Study by Iraqi personnel at Canadian universities, institutes and other training facilities;
- e. Training of Iraqis in all fields referred to in Article Seven;
- f. Provision of Canadian technical expertise in the establishment in Iraq of technical institutes, in the fields of agriculture, industry and engineering consultancy, in design and construction;
- g. Arrangements between Iraqi and Canadian educational and training institutions for the exchange of personnel and information, and cooperation in research;
- h. Utilization of Canadian experts in Iraq;
- i. Conclusion of arrangements relating to the transfer of technology, including patents, licences and technical data; and
- j. Any other fields for economic and technical cooperation which may be agreed upon by the Contracting Parties.

Article Nine. The Contracting Parties undertake to stress to their respective organizations and companies the importance of the following factors in the context of achieving the full benefits of this Agreement:

- a. Technical specifications should be of a high quality;
- b. Tenders should be submitted, contracts concluded and projects implemented with all possible speed;
- c. Prices should be competitive; and
- d. Spare parts, equipment, materials and services necessary to follow up contracts established under this Agreement should be available at competitive prices.

Article Ten. 1. In order to ensure the orderly implementation of this Agreement, the Contracting Parties shall establish a Joint Economic Commission to be composed of representatives of the Contracting Parties. The Commission shall meet at the request of either Party periodically and alternately in Canada and Iraq.

2. The Joint Economic Commission shall be entrusted with the following tasks:

- a. To review the implementation of this Agreement;
- b. To discuss the potential levels of trade that may be realized between the two countries and to propose measures for the expansion of such trade;
- c. To review matters relating to trade, economic and technical cooperation between the Contracting Parties;
- d. To seek to resolve any problems that may occur in trade, economic and technical cooperation between the two countries;
- e. To review progress in relations in the fields of trade, economic and technical cooperation in order to define areas of common interest for the development of these relations;

- f. To identify specific projects and programmes and to facilitate their implementation by Canadian and Iraqi organizations and companies;
- g. To examine cooperation in the field of transfer of technology; and
- h. To discuss and review annual and long-term technical cooperation programmes, with special reference to those fields identified in Article Seven above.

Article Eleven. The Joint Economic Commission may seek to find acceptable solutions with regard to any problems or disputes that may arise from contracts and commercial arrangements concluded within the framework of this Agreement. This shall not preclude the application of the specific provisions for the settlement of disputes stipulated in the relevant contracts.

Article Twelve. 1. The present Agreement shall enter into force from the date of an exchange of notes confirming its ratification or approval in accordance with legal procedures in force in each country. Thereafter, the said Agreement shall remain in force as long as neither of the Contracting Parties has indicated, by six months' written notice, its intention to terminate it.

2. The present Agreement may be amended at any time by mutual consent in accordance with the legal procedures in force in each country.

DONE in Baghdad, Iraq, on November 12, 1982, in two original copies in Arabic, English and French, each text being equally authentic.

[Signed]

HASSAN ALI

For the Government
of the Republic of Iraq

[Signed]¹

For the Government
of Canada

¹ Signed by Charles Lapointe.