



Treaty Series No. 67 (1955)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Egyptian Government

regarding the Suez Canal Base

[with Annexes, Exchanges of Notes and Agreed Minute]

Cairo, October 19, 1954

[Ratifications were exchanged at Cairo
on December 6, 1954]

*Presented by the Secretary of State for Foreign Affairs to Parliament
by Command of Her Majesty
November 1955*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE EGYPTIAN GOVERNMENT REGARDING THE SUEZ
CANAL BASE**

Cairo, October 19, 1954

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE EGYPTIAN GOVERNMENT REGARDING THE
SUEZ CANAL BASE**

Cairo, October 19, 1954

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Egypt,

Desiring to establish Anglo-Egyptian relations on a new basis of mutual understanding and firm friendship,

Have agreed as follows:—

ARTICLE 1

Her Majesty's Forces shall be completely withdrawn from Egyptian territory in accordance with the Schedule set forth in Part A of Annex I within a period of twenty months from the date of signature of the present Agreement.

ARTICLE 2

The Government of the United Kingdom declare that the Treaty of Alliance signed in London on the 26th of August, 1936,⁽¹⁾ with the Agreed Minute, Exchanged Notes, Convention concerning the immunities and privileges enjoyed by the British Forces in Egypt and all other subsidiary agreements, is terminated.

ARTICLE 3

Parts of the present Suez Canal Base, which are listed in Appendix A to Annex II, shall be kept in efficient working order and capable of immediate use in accordance with the provisions of Article 4 of the present Agreement. To this end they shall be organised in accordance with the provisions of Annex II.

ARTICLE 4

In the event of an armed attack by an outside Power on any country which at the date of signature of the present Agreement is a party to the Treaty of Joint Defence between Arab League States, signed in Cairo on the 13th of April, 1950, or on Turkey, Egypt shall afford to the United Kingdom such facilities as may be necessary in order to place the Base on a war footing and to operate it effectively. These facilities shall include the use of Egyptian ports within the limits of what is strictly indispensable for the above-mentioned purposes.

ARTICLE 5

In the event of the return of British Forces to the Suez Canal Base area in accordance with the provisions of Article 4, these forces shall withdraw immediately upon the cessation of the hostilities referred to in that Article.

ARTICLE 6

In the event of a threat of an armed attack by an outside Power on any country which at the date of signature of the present Agreement is a party to the Treaty of Joint Defence between Arab League States or on Turkey, there shall be immediate consultation between Egypt and the United Kingdom.

(1) "Treaty Series No. 6 (1937)," Cmd. 5360.

ARTICLE 7

The Government of the Republic of Egypt shall afford over-flying, landing and servicing facilities for notified flights of aircraft under Royal Air Force control. For the clearance of any flights of such aircraft, the Government of the Republic of Egypt shall accord treatment no less favourable than that accorded to the aircraft of any other foreign country with the exception of States parties to the Treaty of Joint Defence between Arab League States. The landing and servicing facilities mentioned above shall be afforded at Egyptian Airfields in the Suez Canal Base area.

ARTICLE 8

The two Contracting Governments recognise that the Suez Maritime Canal, which is an integral part of Egypt, is a waterway economically, commercially and strategically of international importance, and express the determination to uphold the Convention guaranteeing the freedom of navigation of the Canal signed at Constantinople on the 29th of October, 1888.⁽²⁾

ARTICLE 9

(a) The United Kingdom is accorded the right to move any British equipment into or out of the Base at its discretion.

(b) There shall be no increase above the level of supplies as agreed upon in Part C of Annex II without the consent of the Government of the Republic of Egypt.

ARTICLE 10

The present Agreement does not affect and shall not be interpreted as affecting in any way the rights and obligations of the Parties under the Charter of the United Nations.⁽³⁾

ARTICLE 11

The Annexes and Appendices to the present Agreement shall be considered as an integral part of it.

ARTICLE 12

(a) The present Agreement shall remain in force for the period of seven years from the date of its signature.

(b) During the last twelve months of that period the two Contracting Governments shall consult together to decide on such arrangements as may be necessary upon the termination of the Agreement.

(c) Unless both the Contracting Governments agree upon any extension of the Agreement it shall terminate seven years after the date of signature and the Government of the United Kingdom shall take away or dispose of their property then remaining in the Base.

ARTICLE 13

The present Agreement shall have effect as though it had come into force on the date of signature. Instruments of ratification shall be exchanged in Cairo as soon as possible.

⁽²⁾ Commercial No. 2 (1889).

⁽³⁾ "Treaty Series No. 67 (1946)," Cmd. 7015.

In witness whereof the undersigned, being duly authorised thereto, have signed the present Agreement and have affixed thereto their seals.

Done at Cairo, this nineteenth day of October, 1954, in duplicate, in the English and Arabic languages, both texts being equally authentic.

(L.S.) ANTHONY NUTTING.

(L.S.) RALPH SKRINE STEVENSON.

(L.S.) E. R. BENSON.

(L.S.) GAMAL ABDEL NASSER.

(L.S.) ABDEL HAKIM AMER.

(L.S.) ABDEL LATIF BAGHDADI.

(L.S.) SALAH SALEM.

(L.S.) MAHMOUD FAWZI.

ANNEX I

Withdrawal of Her Majesty's Forces

(With Reference to Article 1 of the present Agreement)

PART A

1. In accordance with the provisions of Article 1 of the present Agreement, the following percentages of Her Majesty's Forces in Egypt on the 27th of July, 1954, shall have been withdrawn between that date and the dates indicated in the schedule below:—

<i>Date</i>	<i>Percentage of Her Majesty's Forces</i>
Date of Signature of the Agreement plus 4 months ...	22%
Date of Signature of the Agreement plus 8 months ...	35%
Date of Signature of the Agreement plus 12 months...	54%
Date of Signature of the Agreement plus 16 months...	75%
Date of Signature of the Agreement plus 20 months...	100%

2. In connexion with the above-mentioned withdrawal, the Government of the Republic of Egypt shall afford all necessary facilities for the movement of men and material.

PART B

Procedure for Standing Machinery, Staff Contacts and Issue of Instructions to the Appropriate Egyptian and British Authorities to Facilitate Withdrawal

1. For the period of withdrawal mentioned in Article 1 of the present Agreement, the British and the Egyptian Authorities will each designate appropriate Headquarters in the Canal Area which will be responsible for the progressive transfer of responsibility for security or maintenance of installations from British to Egyptian control.

2.—(a) The British Headquarters for this purpose will be the Headquarters British Troops in Egypt and the Headquarters No. 205 Group, Royal Air Force.

(b) The Egyptian Headquarters for this purpose will be the Headquarters Eastern Command.

3. The Headquarters mentioned in paragraph 2 will be the link between the British and the Egyptian Authorities on all details in connexion with the transfer of responsibilities for the security and maintenance of installations from British to Egyptian control. The Headquarters will establish direct staff contacts as appropriate to carry out the task on the lines set out in this Annex. Through the medium of their respective Movements Staffs, they will arrange for all the facilities to be provided by the Egyptian Authorities for the British Forces under paragraph 2 of Part A of this Annex.

4. During the period of withdrawal, the Headquarters Eastern Command will gradually assume increasing responsibility for the control of the Canal Area as the commitments of the British Headquarters diminish.

5. The British Headquarters will draw up an outline programme of withdrawal from the various installations for which they are at present responsible. This programme will be discussed between the British and the

Egyptian Headquarters so that the Egyptian Authorities may make plans accordingly for the progressive assumption of their responsibilities. The Egyptian Headquarters may propose in discussion minor modifications of dates, timing or areas concerned.

6. It is desirable that the transfer of responsibilities from the British to the Egyptian Authorities should be carried out by complete zones. But in cases where this is not possible, it is agreed, in the interests of ensuring a clear division of responsibility, that installations and areas handed over will be of such a size as will avoid the mixing of British and Egyptian Forces and producing circumstances where responsibilities cannot be clearly defined.

7. Except as provided for in paragraph 8, the responsibility for the security and maintenance of an installation will not be transferred when:—

- (a) the installation is still operated by British Forces; or
- (b) the installation forms part of a larger installation still operated by British Forces.

8. When an installation is handed over to the Egyptian Authorities for security or maintenance the withdrawal of British Forces from such installation will be complete and likewise the assumption of responsibility for the security or the maintenance of the installation by the Egyptian Authorities will be complete. Nevertheless, the Egyptian Authorities agree that they will, on request by the British Headquarters, assume responsibility for the security of a particular installation while a limited number of British technical troops are still engaged within the installation. Such a request shall not be made unless the number of British guard troops available is inadequate to ensure security.

9. When an installation is to be handed over to the Egyptian Authorities for security or maintenance, the Egyptian Headquarters will be notified as far in advance as possible and a date for the handing over will be agreed between the British and the Egyptian Headquarters.

10. A hand-over document of each installation will be prepared by the British Forces in such detail as may be agreed between the British and the Egyptian Headquarters, and will be handed over to the Egyptian Authorities in advance of the transfer, so as to enable the Egyptian Authorities to assess the security and maintenance problems and to make appropriate arrangements to deal with them.

11. When any installation is handed over to the Egyptian Authorities for security or maintenance, all defence posts, emplacements, barbed wire fences, communications, perimeter lighting where applicable, and fire fighting equipment on an appropriate scale, connected with the protection of the installation will be handed over by the British to the Egyptian Authorities. In addition all available information including data as to the pattern, number and location of mines will be handed over. In order to ensure a smooth and efficient transfer of responsibilities, the British Headquarters will provide all possible assistance and give advice, where required, particularly as regards mines.

12. When an installation, not listed in Appendix A to Annex II, is to be evacuated by British Forces, the Egyptian Headquarters will be notified as far in advance as possible.

13. During the period of withdrawal, British and Egyptian Forces will have unhampered use of the railways and main roads through each other's

areas of responsibility. When large-scale movements are contemplated, previous notification will be given and the necessary traffic control arrangements made.

14. During the period of withdrawal, training areas will be agreed between the British and the Egyptian Headquarters.

15. In order to avoid interference between radio stations operated by the British Forces and the Egyptian Forces in the Canal Area during the period of withdrawal, the use of non-internationally registered radio frequencies in the Canal Area shall be subject to co-ordination between the British and the Egyptian Headquarters.

PART C

Engagement and Security Screening of Workers

The following provisions shall apply with respect to the engagement by the British Forces in the Suez Canal Area of technicians and personnel and other local labour (hereinafter referred to as "workers") and the security screening of those workers:—

1. Employment offices at Port Said, Ismailia, Suez and Zagazig will register workers for employment by British Forces.

2. The British Forces Labour Engagement Units will be placed to conform with the location of the Employment Offices mentioned in paragraph 1 and there will be full co-operation between these Units and Offices, and between the Central Labour Authorities of the British Forces and the Central Office of the Ministry of Social Affairs at Ismailia.

3. The British Forces Labour Engagement Units will give full details of occupational requirements when notifying vacancies to the Employment Offices.

4. Applicants registered at the Employment Offices will be screened by Officers of the Egyptian Ministry of the Interior.

5. If, however, the Security Officer of the British Forces considers that an applicant is undesirable, this fact will be notified to the Employment Office concerned. The reasons will also be notified whenever possible.

6. No worker will be engaged by the British Forces unless he has been registered at and submitted by an Employment Office after screening by the Officers of the Egyptian Ministry of the Interior.

7. The British Forces will trade-test applicants in skilled occupations as may be necessary and in accordance with present practice. If an applicant is not accepted, the Employment Office will be notified and brief reasons will be given.

8. Workers employed by the British Forces, who become redundant as withdrawal proceeds, will not be discharged until they have been considered for transfer to other units of the British Forces which may need additional workers in similar occupations. Notifications of such transfers will be sent to the Employment Offices concerned. When notice of termination of services is given to a worker, notification will be sent to the appropriate Employment Office.

9. As and when the services of workers are terminated by the British Forces, such workers will, in accordance with the Civilian Employees

Regulations of the British Armed Forces in the Suez Canal Zone, be paid the leaving indemnities due to them and be given their appropriate notice or alternatively wages in lieu of such notice.

10. The provisions of paragraphs 1 to 8 above apply to all workers, other than those of British nationality employed by the British Forces.

ANNEX II

Organisation of the Base

PART A

1. For the purposes of the present Agreement, the following definitions shall apply:—

- (a) "The Base" shall mean the installations listed in Appendix "A" to this Annex, including both land and buildings, but excluding the equipment therein.
- (b) "British equipment" shall mean all movable property, including such property fixed to permanent foundations, owned by the Government of the United Kingdom.
- (c) "British technicians" shall mean the civilian personnel of British nationality employed in Egypt by the commercial firms in accordance with the provisions of paragraph 8 of this Part of this Annex.
- (d) "Aircraft under Royal Air Force Control" shall mean aircraft of Her Majesty's Forces and British civilian aircraft under charter to them.

2.—(a) The Government of the United Kingdom shall have the right to maintain, and to operate for current requirements, the installations numbered as serials 1, 7, 8, 9, 10, 14, 16, 30 to 34 inclusive and 36 in the list at Appendix "A" to this Annex.

(b) Should the Government of the United Kingdom decide at any time no longer to maintain any of these installations, they will discuss its disposal with the Government of the Republic of Egypt.

(c) The approval of the Government of the Republic of Egypt shall be obtained for any new construction in any of the installations mentioned in sub-paragraph (a) of this paragraph.

3. The Government of the Republic of Egypt shall maintain in good order each of the installations numbered as serials 2, 3, 4, 5, 6, 11, 12, 13, 15, 17 to 29 inclusive and 37 in the list at Appendix "A" to this Annex from the date on which the installation is handed over to the Government of the Republic of Egypt by the Government of the United Kingdom.

4. Within a period of twenty months from the date of signature of the present Agreement, the Government of the United Kingdom shall transfer to the Government of the Republic of Egypt ownership and possession of the installations and equipment listed in Appendix "B."

5. Following the withdrawal of Her Majesty's Forces, the Government of the Republic of Egypt as the sovereign government shall assume responsibility for the security of the installations and of all equipment contained therein, or in transit to or from the Base, in accordance with the provisions of Part "E" of this Annex.

6. For the purpose of maintaining and operating the installations referred to in paragraph 2 (a) above and the British equipment therein, the Government of the United Kingdom shall conclude contracts with one or more British or Egyptian commercial firms (hereinafter referred to as contractors).

7.—(a) The Government of the Republic of Egypt shall give full support to the contractors who shall be afforded such facilities as may be required to enable them to carry out their tasks.

(b) The Government of the Republic of Egypt shall designate an authority with whom the contractors can co-operate in carrying out those tasks. This authority will be the General Officer Commanding Eastern Command, or any person delegated to act on his behalf.

(c) A Board of Management shall be appointed by the contractors and established in the Base to co-ordinate the contractors' activities.

8.—(a) The contractors shall have the right to employ British technicians up to a total of 1,200 but not exceeding for those recruited outside Egypt a total of 800; as well as such Egyptian technicians and personnel, and such local labour engaged in Egypt as they may require.*

(b) The Government of the Republic of Egypt shall give facilities for the entry into and exit from Egypt of British technicians and their families.

9. The Government of the United Kingdom shall be afforded facilities for the inspection of the installations referred to in paragraph 2 (a) of this Part of this Annex, and the work being carried out therein. For this purpose, personnel, not exceeding eight in number, shall be attached to Her Majesty's Embassy in Cairo. In addition, personnel, not exceeding five in number, may be attached temporarily to Her Majesty's Embassy in Cairo.

PART B

Contractors and their Employees

1. Egyptian law shall apply to the activities in Egypt of companies and partnerships acting as contractors for the purposes of the present Agreement and to their personnel.

2. Nevertheless, any such company or partnership having its head office and the office of its principal activity outside Egypt, and having no other activities in Egypt at the date of signature of the present Agreement, shall, with respect to its activities pursuant to the present Agreement, enjoy the following exemptions:—

(a) Such company or partnership shall not be required to effect any registration under the provisions of the Egyptian Commercial Register Law No. 219 of 1953 or be required to comply with the provisions of Articles 91, 92 and 93 of the Egyptian Companies Law No. 26 of 1954.

(b) Such company or partnership shall not be required to pay Egyptian tax on profits including the tax on the presumed distribution of dividends under Article 11 of Law No. 14 of 1939.

(c) With respect to British technicians recruited outside Egypt for the purposes of the present Agreement, any such company or partnership,

(*) British civilian technicians will be located at Abu Sueir Airfield and Fanara Flying Boat Station to assist in the servicing of aircraft under Royal Air Force control and in the take-off, flying and landing procedures in connexion with the landing and servicing facilities mentioned in Article 7 of the present Agreement. So far as can be foreseen the number of such technicians located at Abu Sueir Airfield and Fanara Flying Boat Station will be 23.

as well as those technicians, shall be exempt from the following Egyptian laws:—

- (i) Individual Contract of Service Laws No. 317 of 1952 and No. 165 of 1953;
- (ii) Law concerning Compulsory Insurance in respect of Workmen's Compensation No. 86 of 1942, Workmen's Compensation Law No. 89 of 1950 and Law on Compensation for Industrial Diseases No. 117 of 1950, or any other Law which may require industrial insurance or compensation for industrial diseases; and
- (iii) Law relating to Workers' Syndicates No. 319 of 1952.

3. References to laws in the preceding paragraph include any enactment replacing or amending these laws.

4. The Government of the Republic of Egypt express their willingness to consider sympathetically the grant of exemption from any law that may impede the performance by the contractors and their personnel of their tasks pursuant to the purposes of the present Agreement.

5.—(a) With reference to paragraph 2, no activity shall be regarded as being outside the purposes of the present Agreement if it is done for the Government of the Republic of Egypt at their request.

(b) Subject to the consent of and on conditions agreed with the Government of the Republic of Egypt, a company or partnership referred to in paragraph 2 may, with respect to its activities pursuant to the present Agreement, continue to enjoy the exemptions referred to in paragraphs 2 to 4, notwithstanding any new activities in Egypt outside the purposes of the present Agreement.

6. Any company incorporated under the laws in force in the United Kingdom solely to act as a contractor for the purposes of the present Agreement and having its head office outside Egypt shall be treated in the same way and enjoy the same exemptions as companies and partnerships referred to in paragraph 2 notwithstanding that the office of the principal activity of such first-mentioned company may be in Egypt.

7.—(a) In accordance with paragraph 2 (c) of Part A of this Annex, contractors may, subject to agreement with the Government of the Republic of Egypt, build houses in so far as the requirements of their personnel are not covered by existing accommodation.

(b) Contractors may also hire houses subject to such conditions as may be agreed between them and the lessors.

8.—(a) Companies and partnerships incorporated or formed under the laws in force in the United Kingdom and engaged in activities pursuant to the present Agreement and British technicians employed by such companies and partnerships shall, with respect to those activities, be accorded in Egypt treatment no less favourable than that accorded to the nationals, including companies and partnerships, of any other foreign country.

(b) The provisions of sub-paragraph (a) of this paragraph shall not be construed as conferring any right or privilege which is or may be accorded only to Arab League States.

9. Companies and partnerships engaged in activities pursuant to the present Agreement and their British workers, employees and personnel shall, with respect to those activities, be accorded treatment no less favourable than that afforded generally to Egyptian nationals, including companies and partnerships. The provisions of this paragraph shall not confer any special privilege which is granted to Egyptian nationals in special circumstances.

10. Any service rendered or supply furnished from installations listed in Appendix "A" to this Annex or at Egyptian airfields in the Suez Canal Base area by contractors to Egyptian authorities or by Egyptian authorities to contractors will be at cost price, i.e., at a price composed of the cost of the materials consumed, the labour used and a due allowance for actual overhead expenses in providing the service or supply.

PART C

(With reference to Article 9 of the present Agreement)

1. The supplies held in the Base will consist of the categories listed in Appendix "C" to this Annex. After the end of the period of withdrawal, the level of supplies in each category shall not exceed the figure quoted in the schedule. Except with the consent of the Egyptian authorities, supplies in one category shall not be replaced by supplies of another category.

2. For the purposes of paragraph 1 above the contractors will, after the period of withdrawal, give the Egyptian Designated Authority information regarding the disposition, composition and amount of the supplies held in the installations.

3. The procedure to be followed with respect to the import and export of British equipment being moved into or out of the Base is set forth in Appendix "D" to this Annex.

4. The Government of the Republic of Egypt shall accord all necessary facilities for the storage and turnover of petroleum products to the contractor who maintains and operates the installations numbered as serials 30 to 34 inclusive in Appendix "A" to this Annex as well as the storage capacity leased to him by the Government of the Republic of Egypt numbered as serial 35 in that Appendix. Petroleum products thus held on behalf of the Government of the United Kingdom shall be in accordance with paragraph 1 above.

PART D

Imports and Exports

1. British technicians recruited outside Egypt may, on first arrival, import into Egypt free of customs duty their personal effects and household goods. Members of one household may, on first arrival, import into Egypt free of customs duty personal effects and household goods belonging to other members of the same household.

2.—(a) Provided that the supplies held in the Base do not exceed the level for which provision is made in paragraph 1 of Part C of this Annex, the contractors may import into Egypt and use for the purposes of the present Agreement, without licence, let or hindrance and free of any customs duty or any other dues or taxes, British equipment consigned by the Government of the United Kingdom which is either (i) within the categories of supplies referred to in that paragraph, or (ii) to replace equipment within any installation.

(b) Nevertheless, this exemption from customs duty, other dues and taxes shall not extend to:—

- (i) any petrol, oil or lubricants used by the contractors;
- (ii) any motor vehicles (other than tank transporters and their towing vehicles) used by the contractors outside the installations, or
- (iii) any office furniture or office supplies imported and used by the contractors.

3. No property imported into Egypt in accordance with the provisions of paragraphs 1 and 2 above shall be sold in Egypt unless Egyptian customs duty and all other dues are paid at the appropriate rate.

4. The Egyptian authorities shall permit, without licence, let or hindrance and without fee or other charge, the export by contractors of any British equipment now in the Base, imported into Egypt or manufactured in Egypt for the purposes of the present Agreement, and the export by British technicians recruited outside Egypt of any property imported into Egypt by them.

PART E

(With reference to paragraph 5 of Part A of this Annex)

Security

1. The installations shall receive from the Government of the Republic of Egypt as the sovereign Government the necessary measures for their security. Accordingly, the measures taken by the Government of the Republic of Egypt for the security of the installations handed over to the contractors shall not be less effective than those taken for the security of comparable Egyptian installations.

2. The measures to be taken by the Government of the Republic of Egypt for the security of installations handed over to the contractors shall include the upkeep of perimeter wires, perimeter lighting and defence posts and the provision of defence stores, communications and other necessary measures. Material for the replacement or maintenance of such perimeter wires, perimeter lighting and defence posts shall be provided by the Government of the United Kingdom.

3. Without prejudice to the general principles mentioned above, the contractors shall:—

- (a) take all reasonable measures necessary to prevent theft, sabotage and fire inside the perimeter of the installations, including the posting of internal security civilian guards; and
- (b) in particular ensure that, as far as facilities permit, stores are kept under lock and key, and only the minimum in open stacks; and
- (c) without prejudice to the provisions of sub-paragraphs (a) and (b) of this paragraph, comply with Egyptian general security regulations issued by the Egyptian Designated Authority and applicable to comparable Egyptian installations so far as they relate to the matters mentioned in those sub-paragraphs; in this connexion the Egyptian authorities shall have the right to carry out inspections to ascertain that these regulations are complied with; and
- (d) co-operate fully with the Egyptian authorities in the maintenance of the security of the installations.

4. The appropriate Egyptian authorities and the contractors shall jointly establish and enforce a pass system to cover the entry into and the exit from the installations of persons, vehicles, equipment and stores with a view to reducing the risk of loss or sabotage.

5. The Egyptian authorities, being responsible for the general security of equipment and stores during movement, shall be given 48 hours' notice when it is intended to move equipment or stores to or from installations

except in cases where the Egyptian authorities agree to a shorter period of notice. Similar notification should be given to the Egyptian authorities in the case of stores awaiting movement at docks or railway sidings.

PART F

Engagement of Workers by Contractors and their Security Screening

The following provisions shall apply with respect to the engagement by contractors of technicians and personnel and other local labour (hereinafter referred to as "workers") and the security screening of such workers:—

1. The Ministry of Social Affairs Employment Offices will provide full facilities to the contractors for the engagement of their workers.
2. The location of the installations will determine the Employment Offices with which contractors will co-operate.
3. The contractors will give full details of occupational requirements when notifying vacancies to the Employment Offices.
4. Workers engaged by contractors who have been previously employed by Her Majesty's Forces and have been screened by Officers of the Egyptian Ministry of the Interior will not be screened again, but all other workers previously employed by Her Majesty's Forces will be so screened before engagement by the contractors.
5. No worker, who has not previously been employed by Her Majesty's Forces or by a contractor, will be engaged by a contractor or be otherwise employed within an installation unless he has been registered at and submitted by an Employment Office after screening by Officers of the Egyptian Ministry of the Interior.
6. A worker who has already been trade-tested by Her Majesty's Forces or by another contractor may be engaged by a contractor in a similar occupation without further test. In the case, however, of a new applicant who is submitted to a contractor and is rejected after trade-testing, the Employment Office will be notified and brief reasons will be given.
7. The provisions of paragraphs 1 to 6 above apply to all workers, other than those of British nationality (who will be included in the agreed number of British technicians employed by the contractors).

APPENDIX A

(With reference to paragraphs 2 and 3 of Part A of this Annex)

Serial	Description and Location	Map Reference*	
	(a)	(b)	(c)
1	The Base Installation at Tel el Kebir situated on a desert site of some 16 square miles within own existing perimeter fence, including:— No. 2 Base Workshop consisting of some 1 million square feet of covered workshop and stores accommodation. No. 5 Base Ordnance Depot consisting of some 1·7 million square feet of covered and some 40 million square feet of open storage accommodation. Base Vehicle Depot (including workshop) consisting of some 2·5 million square feet of covered accommodation and some 21·5 million square feet of open storage accommodation. Power Station. Water Supply (total of seven wells).	TEL EL KEBIR	Sheet 1
2	Tel el Kebir Ice Plant located in a separate building within own existing perimeter fence close to the Power Station referred to in Serial 1 above.	TEL EL KEBIR	Sheet 1
3	Tel el Kebir Filtration Plant within own existing perimeter fence at approximately Kilo 90 on Ismailia-Cairo Road, and Water Distribution System.	TEL EL KEBIR	Sheet 1
4	No. 33 Supply Reserve Depot at El Kirsh situated on a site of some 3½ square miles within own existing perimeter fence adjacent to the Canal Road and the Ismailia-Port Said Railway consisting of covered storage for some 57,000 tons and open storage for some 100,000 tons gross.	EL KIRSH	Sheet 2
5	El Kirsh Power Station within perimeter of Serial 4 above.	EL KIRSH	Sheet 2
6	Filtration Plant, designated Ismailia East, situated at Ferry Point within own existing perimeter fence, and Water Distribution System.	EL KIRSH	Sheet 2
7	No. 9 Base Ammunition Depot at Abu Sultan situated on a desert site of some 8 square miles within own perimeter fence consisting of some 8 million square feet of covered and some 3 million square feet of open storage.	ABU SULTAN	Sheet 3
8	Abu Sultan Power Station within own existing perimeter fence adjacent to the Suez-Ismailia Railway, and Power Distribution System.	ABU SULTAN	Sheet 3
9	Abu Sultan Filtration Plant adjacent to and within existing perimeter fence of Power Station referred to in Serial 8 above, and Water Distribution System.	ABU SULTAN	Sheet 3
10	The Base Engineer Installation at Fanara situated on a desert site of some 5 square miles within own existing perimeter fence, situated between Suez-Ismailia Railway and the Sweetwater Canal, including:— No. 8 Engineer Stores Base Depot consisting of some 4 million square feet of covered and some 12·4 million square feet of open storage accommodation. Engineer Base Workshop consisting of some 2·5 million square feet of covered workshop accommodation. Machinery Spare Parts Depot consisting of some 48,000 square feet of covered storage.	FANARA	Sheet 4
11	Machine shops of No. 109 Maintenance Unit R.A.F. (Buildings Nos. 513, 520, 523, 525, 527 and 530 on Site Plan of R.A.F. Station, Abyad).	ABYAD	
12	Two R.A.F. Power Stations (Buildings Nos. 529 and 590 on Site Plan of R.A.F. Station, Abyad).	ABYAD	
13	R.A.F. Hospital (Buildings Nos. 611, 612, 613, 719, 720, 758, 759, and one unnumbered building inside area indicated on Site Plan of R.A.F. Station, Abyad).	ABYAD	

* These maps are not reproduced.

Serial	Description and Location	Map Reference	
	(a)	(b)	(c)
14	Fayid Power Station on a desert site within own existing perimeter fence adjacent to the main Road which lies to the West of the Canal Road and to a branch line from the Suez-Ismaïlia Railway, together with its associated Cooling Water Pumping Station situated on the Sweetwater Canal within own existing perimeter fence, and Power Distribution System.	FAYID	Sheet 4
15	Two Filtration Plants, designated Fayid North and Fanara No. 1, both situated on the Sweetwater Canal, each within own existing perimeter fence, and Water Mains running along the main road which lies to the West of the Canal Road.	FANARA	Sheet 4
16	Two Filtration Plants, designated Fanara No.2 and Fanara No. 3, both situated on the Sweetwater Canal, each within own existing perimeter fence and Water Distribution System.	FANARA	Sheet 4
17	Navy, Army and Air Force Institutes Bulk Issue Storage Building at Fanara situated on a desert site of some 17 acres within own existing perimeter fence adjacent to a branch line from the Suez-Ismaïlia Railway, consisting of some 80,000 square feet of covered storage accommodation.	FANARA	Sheet 4
18	Jerrican Factory at Fanara on a desert site of some 6 acres within own existing perimeter fence adjacent to the main road to the west of the Canal Road and to a branch line of the Suez-Ismaïlia Railway, comprising some 90,000 square feet of covered workshop accommodation and equipment therein.	FANARA	Sheet 4
19	No. 10 Base Ordnance Depot at Geneifa situated on a desert site of some 3 square miles within own existing perimeter fence adjacent to the main road to the West of the Canal Road comprising some 1.1 million square feet of covered and some 7.8 million square feet of open storage accommodation.	GENEIFA	Sheet 5
20	Geneifa Power Station within perimeter of Serial 19 above.	GENEIFA	Sheet 5
21	Geneifa Filtration Plant situated on the Sweetwater Canal within own existing perimeter fence, and Water Distribution System.	GENEIFA	Sheet 5
22	No. 9 Engineer Stores Base Depot at Suez situated on a desert site of some 140 acres within own existing perimeter fence adjacent to the Suez-Cairo Railway consisting of some 190,000 square feet of covered storage accommodation.	SUEZ	Sheet 6
23	Railway Workshop and Sidings at Suez situated on a desert site of some 144 acres within own existing perimeter fence adjacent to the Suez-Cairo Railway consisting of some 115,000 square feet of workshop and covered storage accommodation.	SUEZ	Sheet 6
24	Suez Power Station situated within the perimeter fence of Serial 22 above.	SUEZ	Sheet 6
25	Suez Filtration Plant situated between the Suez-Ismaïlia Railway and the Sweetwater Canal within own existing perimeter fence, and Water Distribution System including Storage Tanks at Adabiya.	SUEZ ADABIYA	Sheet 6 Sheet 7
26	Ataka Cold Store consisting of four separate buildings on a desert site each within own existing perimeter fence adjacent to the Suez-Adabiya Road, having a total capacity of 7,000 tons and own electricity generating plant.	ATAKA	Sheet 6
27	Army Medical Equipment Depot at Ataka situated on a desert site within own existing perimeter fence adjacent to the Suez-Adabiya Road and consisting of some 143,000 square feet of covered storage and workshop accommodation, 6,500 cubic feet of cold storage and 149,000 square feet of hard standing.	ATAKA	Sheet 6

Serial	Description and Location	Map Reference	
	(a)	(b)	(c)
28	Surgical Equipment Repair Workshop buildings located within the perimeter of Serial 27 above.	ATAKA	Sheet 6
29	Adabiya Power Station on a desert site within own existing perimeter fence adjacent to the Suez-Adabiya Road and to Adabiya Port.	ADABIYA	Sheet 7
FANARA PETROLEUM SYSTEM			
30	Fanara Bulk Storage installation on a desert site within own existing perimeter fence consisting of 14 tanks and ancillary pumping plant connected by pipelines to Fanara Oil Jetty (Serial 31) and to the Fanara Filling Area (Serial 32).	FANARA	Sheet 4
31	Fanara Oil Jetty extending into the Great Bitter Lake adjacent to the Canal Road with 3 pipelines from jetty head to Fanara Bulk Storage installations (Serial 30), including a pump set on the jetty.	FANARA	Sheet 4
32	Fanara Filling Area on a desert site within own existing perimeter fences, including filling facilities for vehicles and containers, located to the east of Fanara Bulk Storage installation (Serial 30) and connected thereto by pipelines.	FANARA	Sheet 4
NEFISHA PETROLEUM SYSTEM			
33	Nefisha Bulk Storage installation on a desert site consisting of 1 tank and ancillary pumping plant connected by a pipeline to Fanara Bulk Storage installation (Serial 30) and by a pipeline to Nefisha Filling Area (Serial 34).	NEFISHA	Sheet 2
34	Nefisha Filling Area on a desert site within own existing perimeter fence, including filling facilities for vehicles and containers, located to the North of Nefisha Bulk Storage installation and connected thereto by pipeline.	NEFISHA	Sheet 2
35	Storage capacity in the Agrud Bulk Petroleum Storage installation for 52,600 metric product tons.		
36	Accommodation for British technicians in the Moascar Area as defined on the site plan of Moascar attached hereto.	MOASCAR	
37	H.Q. M.E.A.F. as marked on the site plan of R.A.F., Ismailia attached hereto.	R.A.F., ISMAILIA	

NOTES.—

1. Unless otherwise stated the area of the ground covered by an installation shall include all buildings and structure within that area. The areas of the installations are defined on maps.
2. In the event of the return of British Forces to the Suez Canal Base area in accordance with Article 5 of the present Agreement, provision shall be made for a Base Headquarters in that area.
3. Part of Serial 4 and the whole of Serial 6 are built on land forming part of the concession of the Suez Maritime Canal Company. Their hand-over is subject to the agreement of that Company and the conclusion of the necessary formalities between the Government of the Republic of Egypt and the Company.
4. Ownership and possession of Moascar Area shall be transferred under the terms of paragraph 4 of Part A of Annex II to the present Agreement with the exception of the possession of the area referred to under Serial 36 of Appendix A to Part A of Annex II (and shown and outlined on the site plan attached hereto) which shall be reserved rent free for the accommodation of British technicians during the period of the present Agreement.

APPENDIX B

(With reference to Paragraph 4 of Part A of Annex II)

The following are the installations to be transferred:—

- (a) All the airfields in the Suez Canal Base area occupied by Her Majesty's Forces. These are situated at:—
- El Firdan.
 - Ismailia, excluding the area of HQ MEAF stated in Serial 37 of Appendix A to Annex II.
 - Abu Sueir.
 - Deversoir (excluding that part built on land which forms part of the concession of the Suez Maritime Canal Company).
 - Fayid.
 - Kasfareet.
 - Fanara (Flying Boat Station).
 - Kabrit.
 - Shandur, and
 - Shallufa.
- (b) Navy House, Port Said.
- (c) Adabiya Port, including heavy cranes.
- (d) Royal Naval Boom Depot, Adabiya.
- (e) The Delta W.T. Station.
- (f) Moascar.*
- (g) Serials 2, 3, 4, 5, 6, 11, 12, 13, 15, 17-29 inclusive and 37 in the list of Installations in Appendix A to Annex II.

APPENDIX C

(With reference to Paragraph I of Part C of this Annex)

Level of Supplies

Category	Level
1. <i>Ammunition</i> , including all natures of ammunition, mines and explosives	50,000 (tons)
2. <i>Stores</i> , including bridging equipment, engineer and ordnance stores	300,000 (tons)
3. <i>Unarmoured Vehicles</i>	2,000 (number)
4. <i>Engineer Equipments</i> , including engineer plant and earth-moving equipments	500 (pieces)
Railway Locomotives	30 (number)
Railway Wagons	100 (number)
Craft	3 (number)
5. <i>Air and Ground Fuels</i>	80,000 (tons)
6. <i>Petrol and Water Containers</i>	1,300,000 (jerricans)
7. <i>Equipment under Repair</i> —	
Heavy and Light Armoured Vehicles ...	70 (number)
Wheeled Vehicles	400 (number)
Artillery Equipments	50 (number)
Engineer Plant and Equipments	50 (number)
Other Stores	1,500 (tons)

* Ownership and possession of Moascar Area shall be transferred under the terms of paragraph 4 of Part A of Annex II to the present Agreement with the exception of the possession of the area referred to under Serial 36 of Appendix A to Part A of Annex II (and shown and outlined on the site plan attached thereto) which shall be reserved rent free for the accommodation of British technicians during the period of the present Agreement.

APPENDIX D

(With reference to paragraph 3 of Part C of this Annex)

Procedure for Clearance of British Equipment through Egyptian Ports

The following procedure shall apply with respect to the import and export of British equipment being moved into or out of the Base:—

1. Movement of British equipment into or out of the Base shall take place in accordance with a Freight Movement Instruction issued to a contractor by the British authorities. A copy of the Freight Movement Instruction shall be given to the Egyptian authorities, in the case of British equipment moved out of the Base, before shipment takes place, and in the case of inward shipment before the arrival of the British equipment in Egypt. The Freight Movement Instruction shall contain details of the consignment, including the Freight Shipment Order number by which each item is identified. The Freight Shipment Order number shall be marked upon the items shipped.
2. British equipment to be moved into or out of the Base shall, with respect to its transit between the Egyptian port and the installation concerned, be covered by a Convoy Note (in the case of road or inland water transport) or by a Railway Warrant, as the case may be. Copies of these documents, which shall bear the Freight Shipment Order number of each item, shall be given to the Egyptian Designated Authority.
3. In the case of outward shipment, Freight Requisitions shall be submitted by the contractors to a designated Freight Agent at the port of shipment. These requisitions shall contain the exact measurement of each item, and shall refer in each case to the Freight Shipment Order number. Copies of Freight Requisitions shall be given to the port authorities at the port of shipment.
4. Copies of Bills of Lading and of Ships' Manifests shall be available to the Egyptian port and customs authorities in the normal manner.
5. The designated Freight Agent shall, on behalf of the contractors, supply to the Egyptian port and customs authorities such information, documents and forms as are required to comply with the normal working procedure of these authorities.
6. Inspection by Egyptian authorities of British equipment moved into or out of the Base shall be in accordance with the following procedure:—
 - (a) In the case of imports, inspection shall normally take place at the port of entry into Egypt, and, in the case of exports, in the installation in which the British equipment to be moved is held.
 - (b) Inspection shall be carried out without unnecessary delay.
 - (c) After inspection clearance shall be given to the British equipment either by affixing a mark upon it or by the issue of a document.
 - (d) If articles arrive in tropical packing, the packages shall not be opened at the port of entry and shall be sealed by the Egyptian authorities.

Such articles shall be held on charge by the contractors in the installations. These articles shall not be unpacked unless in the presence of the Egyptian authorities.

 - (e) Packages containing such articles and bearing unbroken seals shall be cleared for re-export without being opened.

- (ج) يكون التخليص على المعدات البريطانية بعد تفتيشها اما بوضع علامة عليها او باعطاء مستند يثبت ذلك .
- (د) اذا وصلت الطرود في تمبقة خاصة بالمناطق الحارة فلا تفتح في ميناء الدخول وانما تختتمها السلطات المصرية . ويحفظ المتعهدون هذه الطرود في عهدتهم بالفضائات ولا تفتح الا في حضور السلطات المصرية .
- (هـ) يتم التخليص على مثل هذه الطرود دون فتحها عند اعادة تصديرها بشرط ان تكون اختامها سليمة لم تفت .

المرفق (د)

(راجع البند (٢) من الجزء ج من هذا الملحق)

اجراءات التخليص على المعدات البريطانية في الموانئ المصرية

تتبع الاجراءات الاتية بالنسبة الى تصدير واستيراد المعدات البريطانية من القاعدة واليهما . -

- ١ . تتقل المعدات البريطانية من القاعدة او اليها بنوجب "تعليمات نقل الشحنة" التي تصدرها السلطات البريطانية الى احد المتحمدين وترسل صورة من هذه التعليمات الى السلطات المصرية في حالة نقل المعدات البريطانية من القاعدة قبل الشحن على المركب وفي حالة استيرادها للقاعدة ترسل هذه التعليمات قبل وصول المعدات البريطانية الى مصر وتتضمن "تعليمات نقل الشحنة" بيانات تفصيلية عن الرسالة بما في ذلك رقم اذن الشحن الذي يمكن به التعرف على كل طرد . ويوضع هذا الرقم على كل طرد مشحون .
 - ٢ . ويصحب المعدات البريطانية المنقولة من القاعدة او اليها اثنا مرورها بين الميناء المصري والمنشأة بوليصة نقل (في حالة النقل بالطرق البرية او بطرق الملاحة الداخلية) او بوليصة سكة حديد حسبما تكون الحالة . وتسلم للسلطة المصرية المعنية صور هذه المستندات التي تحمل رقم اذن الشحن الموضح على كل طرد .
 - ٣ . وفي حالة التصدير الى الخارج يقدم المتحمدين طلبات الشحن الى وكيل شحن معين في ميناء الشحن . وتتضمن هذه الطلبات المقاسات الدقيقة لكل طرد ويشار في كل حالة الى رقم اذن الشحن . وتسلم صور من هذه الطلبات الى سلطات ميناء الشحن .
 - ٤ . لسلطات الموانئ والجمارك المصرية ان تطلب بوالص الشحن وما يهتسوا السفن بالطريقة المعتادة .
 - ٥ . على وكيل الشحن المعين ان يقدم نهاية عن المتحمدين لسلطات الميناء والجمرك المصري المعلومات والمستندات والاستمارات التي تطلبها هذه السلطات تنفيذا للاجراءات المعمول بها .
 - ٦ . تفتش السلطات المصرية على المعدات البريطانية المنقولة من القاعدة واليهما وفق الاجراءات التالية :-
- (أ) في حالة الواردات يجرى التفتيش عادة في ميناء الدخول الى مصر اما في حالة الصادرات فيكون التفتيش في المنشأة التي ستقل منها المعدات .
- (ب) يجرى التفتيش دون تأخير لا يبرر له .

المرفق (ج)

(راجع البند ١ من الجزء ج من هذا الملحق)

الحد الاقصى للمعدات البريطانية

<u>الحد الاقصى</u>	<u>مجموعة</u>
طن ٥٠٠٠٠٠	١ - ذخيرة بما فيها جميع انواع الذخيرة والالغام والفرقعات
طن ٣٠٠٠٠٠	٢ - <u>معدات</u> بما فيها معدات الكبارى والمهندسين والمهمات
سيارة ٦٠٠٠	٣ - <u>سيارات</u> غير مدفوعة
قطعة ٥٠٠	٤ - <u>معدات مهندسين</u> بما فيها ماكينات المهندسين والالات رفع الاثريفة .
قاطرة ٣٠	قاطرات سلك حد يدية
عربة ١٠٠	عربات سلك حد يدية
حائفة ٣	حائفات
طن ٨٠٠٠٠٠	٥ - <u>وقود</u> سيارات وطائرات
٣٠٠٠٠٠ جركان	٦ - <u>عربات</u> بترول وما
	٧ - <u>معدات</u> تحت الاصلاح
عربة ٧٠	عربات مدفوعة ثقيلة وخفيفة
عربة ٤٠٠	عربات ذات عجلات
قطعة ٥٠	معدات المدفعية
بالعدد ٥٠	ماكينات ومعدات مهندسين
طن ١٥٠٠	معدات اخرى

المرفق (ب)

(راجع البند ٤ من الجزء أ من الملحق ٢)

(أ) فيما يلي بيان المنشآت التي ستقبل ملكيتها وحيازتها الى حكومة جمهورية مصر ،
جميع المطارات التي بها قوات لصاحبة الجلالة في منطقة قاعدة قناة السويس
وأماكنها كالآتى :-

الفسردان

الاسماعيلية عدا منطقة رئاسة الطيران بالشرق الاوسط المذكورة في الرسم

السلسل ٢٧ من المرفق أ بالملحق ٢

ابوصبر

دفرسوار (عدا الجزء المبنى على ارض داخلية ضمن امتياز شركة قناة السويس

البحرية)

فابعد

كسفرت

قنارة (مطار بحرى)

كبريت

شندور

شسلوفه

(ب) بيت البحرية في بورسعيد

(ج) ميناء الادبية بما فيها الروافع الثقيلة

(د) مخزن البحرية الملكية لحواجز النواصات بالادبية

(هـ) محطة الدلتا اللاسلكية

(و) المعسكر x

(ز) ارقام سلسلة ٢ ٣ ٤ ٥ ٦ ٧ ٨ ٩ ١٠ ١١ ١٢ ١٣ ١٤ ١٥ من ١٢ الى

٢٦ ورقم ٢٧ من كشف المنشآت في المرفق أ بالملحق ٢

x تتقل ملكية وحيازة منطقة المعسكر وفقا لاحكام البند ٤ جزء أ من الملحق ٢

للاتفاق الحالى عدا حيازة المنطقة المشار اليها في الرقم السلسل ٣٦ من المرفق أ

بالجزء أ من الملحق ٢ (الموضحة والمبينه حدودها على خريطة الموقع المرفقة بهذا)

الخصمة دون اجر لايوا الفنين البريطانيين مدة الاتفاق الحالى .

	سعة تخزين قدرها ٢٠٠٠ طن متري للمنتج بنشأة تخزين البترول بالجلطة في صبرود .	٣٥
المعسكر	مكان لا يواء الفنيين البريطانيين بمنطقة المعسكر كما هو محدد على خريطة الموقع للمعسكر المرفقة بهذا .	٣٦
سلاح الطيران الملكي بالاسماعيلية	رياسة الطيران للشرق الأوسط كما هو موضح على خريطة الموقع سلاح الطيران الملكي بالاسماعيلية المرفقة بهذا .	٣٧

ملاحظات :

- (١) تشمل المنطقة التي تشغلها اية منشأة جميع المباني والانشآت الداخلة في حدود هذه المنطقة الا اذا نص على غير ذلك وقد حددت مناطق المنشآت على الخرائط .
- (٢) في حالة عودة القوات البريطانية الى منطقة قاعدة قناة السويس طبقا للمادة ٥ من الاتفاق الحالي تدبر رياسة قاعدة في هذه المنطقة .
- (٣) تقع مباني جزء من الرقم المسلسل ٤ والرقم المسلسل ٦ كله على ارض منحت امتيازها لشركة قناة السويس البحرية . وتسلم هذه المباني يتعلق على موافقة هذه الشركة واتمام الاجراءات اللازمة بين حكومة جمهورية مصر والشركة .
- (٤) تنتقل ملكية وحيازة منطقة المعسكر وفقا لاحكام البند ٤ جزء ١ من الملحق ٢ للاتفاق الحالي هذا حيازة المنطقة المشار اليها في الرقم المسلسل ٣٦ من المرفق ١ بالجزء ١ من الملحق ٢ (الموضحة والمبينه حدودها على خريطة الموقع المرفقة بهذا) المخصصة من اجراء يواء الفنيين البريطانيين مدة الاتفاق الحالي .

- الادبية ، ومجموع سعيتها ٧٠٠٠ طناً ، وفيها محطة توليد الكهرباء الخاصة بها .
- ٢٧ مخزن المبمات الطبية للجيش بمقتافه ، والقائم على موقع صحراوي داخل سورها الخارجى الحالى بجوار طريق السويس - الادبية ، وهو عبارة عن مخزن مسقوف ويكافئ لورشة مساحتها ١٤٣٠٠٠ قدماً مربعاً تقريباً وثلاثة سعيتها ٦٥٠٠ قدماً مكعباً و ١٤٩٠٠٠ قدماً مربعاً مسن أرضيات صلبة .
- ٢٨ مباني ورشة اصلاح ادوات جراحية قائمة داخل المحيط الخارجى للرقم السلسل ٢٧ اعلاه .
- ٢٩ محطة توليد كهرباء الادبية القائمة على موقع صحراوى داخل سورها الخارجى الحالى بجوار طريق السويس - الادبية وبينها الادبية .
- شبكة بترويل فنارة
- ٣٠ منشأة تخزين البترول بالجملة بفنارة القائمة على موقع صحراوي داخل سورها الخارجى الحالى وهى عبارة عن ١٤ صهريجاً ومحطة طلبيات فرمية وتصلها خطوط انابيب برصيف الزيت بفنارة رقم سلسل (٣١) ومنطقة الملء بفنارة (رقم سلسل ٣٢) .
- ٣١ رصيف الزيت بفنارة الممتد الى البحيرة المرة الكبرى بجوار طريق القناة ومعه ثلاثة خطوط انابيب ممتدة بين رأس الرصيف ومنشأة التخزين بالجملة بفنارة (رقم سلسل ٣٠) بما فى ذلك جهاز مضخة قائمة على الرصيف .
- ٣٢ منطقة الملء بفنارة على موقع صحراوي داخل اسوارها الخارجيه الحاليه بما فى ذلك معدات ملء العربات والعبوات وهذه المنطقة واقعة الى الشرق من منشأة التخزين بالجملة بفنارة (رقم سلسل ٣٠) ومتصلة بها بخطوط انابيب
- شبكة بترويل نفيشه
- ٣٣ منشأة التخزين بالجملة بنفيشه القائمة على موقع صحراوي ، وهى عبارة عن صهريج واحد ومحطة طلبيات فرمية يهملها خط انابيب بمنشأة تخزين بالجملة بفنارة (رقم سلسل ٣٠) ومنطقة الملء بنفيشه رقم سلسل ٣٤ بخط انابيب آخر .
- ٣٤ منطقة الملء بنفيشه القائمة على موقع صحراوي داخل سورها الخارجى الحالى بما فى ذلك معدات ملء العربات والعبوات ، وهذه المنطه واقعة الى الشمال من منشأة التخزين بالجملة بنفيشه وهى متصلة بها بخط انابيب .

٤	لوحة	١٧	مخزن التوزيع بالجملة لمؤسسات البحرية والجيش والطيران بقرارة القائم على موقع صحراوي مساحته ١٧ فدانا تقريبا داخل سورها الخارجي الحالي و بجوار خط نهرى لسكة حديد السويس - الاسماعيليه - وهو عبارة عن مستودع مسقوف للتخزين مساحته ٨٠٠٠٠ ر. ٨٠ قد ما مربعة تقريبا
٤	لوحة	١٨	مصنع الجرکان بقرارة و القائم على موقع صحراوي مساحته ٦ أقدنة تقريبا داخل سورها الخارجي الحالي بجوار الطريق الرئيسى الى الغرب من طريق القناة ومن خط نهرى لسكة حديد السويس - الاسماعيليه وهو يشمل مكانا مسقوفا لورشة بما فيها من معدات ومساحته ٩٠٠٠٠ ر. ٩٠ قد ما مربعة .
٥	لوحة	١٩	مخزن مهمات القاعدة رقم ١٠ بجنيفة و القائم على موقع صحراوي مساحته ٣ أميال مربعة تقريبا داخل سورها الخارجى الحالي بجوار الطريق الرئيسى الى الغرب من طريق القناة ويشمل مستودعا للتخزين مسقوفا مساحته ١ مليون قد ما مربعة وآخر مكشوف مساحته ٧٨٠٠٠٠ ملبسون قد ما مربعة .
٥	لوحة	٢٠	محطة توليد كهرباء جنيفة داخل المحيط الخارجى للرقم المسلسل ١٩ أمسلاه .
٥	لوحة	٢١	محطة ترشيح مياه جنيفة القائمة على ترعة المياه العذبة داخل سورها الخارجى جنيفة الحالي وشبكة توزيع المياه .
٦	لوحة	٢٢	مخزن القاعدة لمعدات المهندسين رقم ٩ بالسويس و القائم على موقع صحراوي مساحته ١٤٠ فدانا تقريبا داخل سورها الخارجى الحالي بجوار سكة حديد السويس - القاهرة و هو عبارة عن مستودع تخزين مسقوف مساحته ١٩٠٠٠ ر. ١٩٠ قدما مربعة تقريبا
٦	لوحة	٢٣	ورشة سكة الحديد والتحويلات بالسويس و القائمة على موقع صحراوي مساحته ١٤٤ فدانا تقريبا داخل سورها الخارجى الحالي بجوار سكة حديد السويس - القاهرة و هى عبارة عن ورشة ومستودع تخزين مسقوف مساحتهما ١١٥٠٠٠ ر. ١١٥ قدما مربعة تقريبا
٦	لوحة	٢٤	محطة توليد كهرباء السويس و هى داخل المحيط الخارجى للرقم المسلسل ٢٢ أمسلاه .
٦	لوحة	٢٥	محطة ترشيح مياه السويس الواقعة بين سكة حديد السويس - الاسماعيليه والسويس وترعة المياه العذبة داخل سورها الخارجى وشبكة توزيع المياه بها فيها صهاريج التخزين بالأدبية
٧	لوحة	٢٦	مخزن تبريد عتاقه و هو عبارة عن اربعة مبان منفصلة قائمة على موقع صحراوي و كل منها داخل سورها الخارجى بجوار طريق السويس -

- ٨ محطة توليد كهرباء ابو سلطان داخل سورها الخارجى الحالى بجوار سكة حديد السويس - الاسماعيليه وشبكة توزيع القوة الكهربائيه
- ٩ محطة ترشيح مياه ابو سلطان المجاورة لمحطة توليد الكهرباء المشار اليها فى الرقم المسلسل (٨) اعلاه فى داخل سورها الخارجى وشبكة توزيع المياه
- ١٠ نشأة المهندسين للقاعدة بفنارة القائمة على موقع صحراوي مساحته ٥٠٠ من الميل المربع تقريبا داخل سورها الخارجى الحالى ، وهى تقع بين سكة حديد السويس - الاسماعيليه وترعة المياه العذبة ، وتشمل : -
مخزن القاعدة لمعدات المهندسين رقم ٨ وهو عبارة عن مستودع مسقوف للتخزين مساحته ٠٤ مليون قدما مربعة وآخر مكشوف مساحته ١٢٤ مليون قنط مربعة .
ورشة المهندسين للقاعدة ، وهى عبارة عن مكان مسقوف للورشة مساحته ٠٢٥ مليون قنط مربعة .
مخزن قطع غيار الآلات ، وهى عبارة عن مستودع مسقوف مساحته ٤٨٠٠٠ قدما مربعة .
- ١١ الورش الميكانيكية الخاصة بوحدة الصيانة رقم ١٠٩ التابعة لسلاح الطيران الملكى (المبانى رقم ٥١٤ ، ٥٢٠ ، ٥٢٣ ، ٥٢٥ ، ٥٢٧ ، و ٥٣٠ المبينة على خريطة الموقع لمحطة سلاح الطيران الملكى بالأبيض
- ١٢ محطتان لتوليد الكهرباء لسلاح الطيران الملكى (المبانى رقم ٥٢٩ ، ٥٩٠ المبينة على خريطة الموقع لمحطة سلاح الطيران الملكى بالأبيض)
- ١٣ مستشفى سلاح الطيران الملكى (المبانى رقم ٦١١ و ٦١٢ و ٦١٣ و ٦١٩) و ٧٢٠ و ٧٥٨ و ٧٥٩ ومبنى غير مرقم داخل المنطقة المبينة على خريطة الموقع لمحطة سلاح الطيران الملكى بالأبيض)
- ١٤ محطة توليد الكهرباء بفايد القائمة على موقع صحراوي داخل لسورها الخارجى الحالى بجوار الطريق الرئيسى الواقع غرب طريق القناة وخط السكة الحديد المتفرع من خط السويس - الاسماعيليه وكذلك محطة ظلميات تبريد المياه الملحقة بها والواقعة على ترعة المياه العذبة داخل سورها الخارجى الحالى وشبكة توزيع القوة الكهربائيه
- ١٥ محطتا ترشيح المياه الممروتان " بشمال فايد وفنارة رقم ١ " وكلتاها قائمتان على ترعة المياه العذبة وكل منهما داخله فى سورها الخارجى الحالى ، وانايبب التغذية الرئيسيه التى تسير بحاذة الطريق الرئيسى الواقع الى الغرب من طريق القناة .
- ١٦ محطتا ترشيح المياه الممروتان " بفنارة ٢ " و " بفنارة ٣ " وكلتاها قائمتان على ترعة المياه العذبة ، وكل منهما داخله فى سورها الخارجى الحالى وشبكة توزيع المياه .
- ابو سلطان لوحة ٢
- ابو سلطان لوحة ٣
- فنسيرة لوحة ٤
- الأبيض
- الأبيض
- الأبيض
- فايد لوحة ٤
- فنارة لوحة ٤
- فنارة لوحة ٤

-١-
المرفق (أ)

(بلاشارة الى المبتدئين ٢، ٣ من الجزء أ لهذا الملحق)

رقم	الوصف والموقع	خريطة المراجعة
سلسل	(أ)	(ب) (ج)
١	منشأة القاعدة في التل الكبير، القائمة على موقع صحراوي، مساحته ١٦ ميلا مربعا تقريبا داخل سورها الخارجي الحالي وتشمل : ورشة القاعدة رقم ٢ وهي عبارة عن ورشة نسفوفة ومستودعات للتخزين ومساحتها مليون قطعا مربعة تقريبا مخزن مهمات القاعدة رقم ٥ ، وهو عبارة عن مستودع للتخزين مسقوف مساحته ١٧ مليون قدما مربعة تقريبا ومستودع للفر للتخزين مكشوف مساحته ٤٠ مليون قدما مربعة تقريبا مخزن هبات القاعدة (بما في ذلك الورشة) وهو عبارة عن مستودع للتخزين مسقوف مساحته ٢٥٠ من المليون من الاقدام المربعة تقريبا ومستودع آخر مكشوف للتخزين مساحته ٢١٥ مليون قدما مربعة تقريبا محطة لتوليد القوة الكهربائية مورد المياه (وهو في مجموعه سبع آبار)	التل الكبير لوحة ١
٢	مصنع تلج بالتل الكبير ويقع في بناء قائم بذاته داخل سورها الخارجي الحالي الملاصق لمحطة توليد الكهرباء المشار اليها في الرقم السلسل (١) اعلاه .	التل الكبير لوحة ١
٣	محطة ترشيح المياه بالتل الكبير، وتقع داخل سورها الخارجي الحالي عند الكيلو ٩٠ تقريبا على طريق الاسماعيليه - القاهرة ، وشبكة توزيع المياه	التل الكبير لوحة ١
٤	بخزن احتياطي التعيينات رقم ٣٣ في القرش ، القائم على موقع مساحته ٣٥ ميلا مربعا داخل سورها الخارجي الحالي بجوار طريق القناة وسكة حديد الاسماعيليه - بورسعيد ، وهو عبارة عن بخزن مسقوف يمسح ٥٧٠٠٠ طنا و آخر مكشوف يمسح ١٠٠٠٠٠٠ طنا قائما .	القرش لوحة ٢
٥	محطة توليد كهرباء القرش داخل السور الخارجي للرقم السلسل (٤) اعلاه	القرش لوحة ٢
٦	محطة ترشيح المياه المعروفة "الاسماعيليه شرق" ، وهي قائمه عند نقطة المعديه داخل سورها الخارجي الحالي ، وشبكة توزيع المياه	القرش لوحة ٢
٧	مستودع ذخيرة القاعدة رقم ٩ في ابي سلطان ، والقائم على موقع صحراوي مساحته ١٨ ميلا مربعا تقريبا داخل سورها الخارجي الحالي ، وهو عبارة عن بخزن مسقوف مساحته ١٠٠ مليون قدما مربعة تقريبا ومخزن آخر مكشوف مساحته ٣٠ مليون قدما مربعة تقريبا .	أبو سلطان لوحة ٣

الجنز (٥)استخدام المتعهدين للعمال واختيارهم وفق مقتضيات الامن

- تطبيق الاحكام التالية على استخدام المتعهدين للفنيين والمستخدمين والعمال المحليين المشار اليهم فيما بعد بالعمال) والتحرى عنهم وفق مقتضيات الامن .
- ١ - تقدم مكاتب الترخيم التابعة لوزارة الشؤون الاجتماعية جميع التسهيلات للمتعهدين فيما يتصل باستخدامهم للعمال .
 - ٢ - موقع المنشأة هو الذي يحدد اى مكتب من مكاتب الترخيم يتعاون معه المتعهد
 - ٣ - يقدم المتعهدون لمكاتب الترخيم كافة التسهيلات عن حاجاتهم المهنية عند اخطارها بالمحلات المفارقة .
 - ٤ - لا يعاد التحرى عن العمال الذين يستخدمهم المتعهدون اذا كان قد سبق استخدامهم بمعرفة قوات صاحبة الجلالة وسبق التحرى عنهم بمعرفة ضباط وزارة الداخلية المصرية . اما عدا هؤلاء* ممن سبق استخدامهم بمعرفة قوات صاحبة الجلالة فيسقط التحرى عنهم على النحو السابق قبل استخدامهم بمعرفة المتعهدين .
 - ٥ - ليس لأحد من المتعهدين استخدام عامل لم يسبق استخدامه بمعرفة القوات صاحبة الجلالة او بمعرفة متعهد آخر كما لا يجوز استخدامه على اى نحو داخل احدى المنشآت الا اذا كان قد تمجّل باحد مكاتب الترخيم وورثه هذا المكتب بعد التحرى عنه بمعرفة ضباط وزارة الداخلية المصرية .
 - ٦ - اذا كان العامل قد سبق اختياره منها بمعرفة قوات صاحبة الجلالة او بمعرفة احد المتعهدين ، جاز استخدامه بمعرفة اى متعهد آخرنى مهنة مماثلة دون حاجة الى اختيار آخر . على انه اذا رفض احد طالبي الالتحاق بعد اختياره منها فيتم اخطار مكتب الترخيم مع ذكر الاسباب بايجاز .
 - ٧ - تطبيق احكام البنود من ١ الى ٦ على جميع العمال عدا من يتشع منهم بالجنسية البريطانية (وهؤلاء* يدخلون ضمن المدد المتفق عليه من الفنيين البريطانيين الذين يستخدمهم المتعهدون) .

الجزء (٥)

(راجع الهند ٥ من الجزء أ من هذا الملحق)

الأمن

- ١ - تتخذ حكومة جمهورية مصر بعفتها الحكومة صاحبة السيادة التدابير الضرورية لتأمين المنشآت . ويستتبع ذلك الا تكون التدابير التي تتخذها حكومة جمهورية مصر لتأمين المنشآت التي تسلم الى المتحمدين اقل اثرا من التدابير التي تتخذ لتأمين مشلاتها من المنشآت المصرية .
 - ٢ - تشمل التدابير التي تتخذها حكومة جمهورية مصر لتأمين المنشآت المسلحة التي المتحمدين صيانة اسلاك المحيط الخارجى وانارته ونقط الدفاع ، وتدبير مواد الدفاع والموصلات وغير ذلك من ترتيبات ضرورية . وتقدم حكومة المملكة المتحدة المواد اللازمة لاستبدال اوصيانة مثل هذه الاسلاك والانوار ونقط الدفاع .
 - ٣ - دون اخلال بالمبادئ العامة السابقة ، يقوم المتحمدون بما يلى :
 - (أ) اتخاذ كل التدابير المعقولة اللازمة لمنع السرقة ، والتخريب والحرائق داخل المحيط الخارجى للمنشآت بما فى ذلك وضع الحراس المدنيين للأمن داخلها .
 - (ب) التأكد بوجه خاص وبقدر ما تسمح به الامكانيات من حفظ المخازن موصولة بالقلل والفتاح والا يترك فى الخلا من المعتاد الاقل قدر ممكن .
 - (ج) مراعاة تعليمات الامن العام المتصلة بالمسائل الواردة فى الفقرتين (أ) و (ب) من هذا الهند الصادره من السلطة المصرية المعنية والتي تطبق على المنشآت المصرية المماثلة وذلك دون اخلال باحكام هاتين الفقرتين المشار اليهما .وللسلطات المصرية فى هذا الصدد الحق فى ان تقوم بالفتيش للتأكد من مراعاة هذه التعليمات .
 - (د) التعاون التام مع السلطات المصرية للمحافظة على امن المنشآت .
- ٤ - تعدد السلطات المصرية المختصة بالاشتراك مع المتحمدين نظاما لتصاريح دخول المنشآت وتضمه موضع التنفيذ للمهينة على دخول وخرج الاشخاص والعربات والمعدات والمهمات بقصد الحد من مخاطر تعرضها للضياع والتخريب .
 - ٥ - لما كانت السلطات المصرية مسئولة عن تأمين المعتاد والمهمات بصفة عامة اثنا عمليات النقل فانه يجب اخطارها قبل ثمان واربعين ساعة من احترام نقل المهمات او المعتاد مسن المنشآت او اليهما الا فى الحالات التي توافق فيها السلطات المصرية على تصدير مسددة الاخطار . ويرسل اخطار مماثل للسلطات المصرية عند وجود عتاد فى انتظار النقل على ارضة الموانى او السكك الحديدية .

الجزء (د)الواردات والصادرات

١ - يجوز للفنيين البريطانيين المعينون من خارج مصر عند قدومهم الى مصر لأول مرة ان يستوردوا دون اداء رسوم جمركية امتعتهم الشخصية ولوازمهم المنزلية لاستخدامهم الشخصي . ويجوز لافراد بيت واحد هند قدومهم لأول مرة ان يستوردوا دون اداء رسوم جمركية الامتعة الشخصية واللوازم المنزلية الخاصة بأفراد اخرين من البيت نفسه .

٢ - (أ) يجوز للمتقدمين بشرط عدم مجاوزة الحد المتفق عليه للمواد التي تحفظ في القاعدة حسب ما نص عليه البند (١) من الجزء (ج) من هذا الملحق - ان يستوردوا ويستعملوا لافراض الاتفاق الحالي دون ترخيص او مانع او عائق ودون اداء رسوم جمركية او اية رسوم او مكوس اخرى المعدات البريطانية التي ترسل لهم من حكومة المملكة المتحدة سواء كانت (١) ضمن مجموعات الاصناف المشار اليها في ذلك البند او (٢) لاستبدال معدات موجودة في أي من المنشآت .

(ب) ومع ذلك فان هذا الاعفاء من الرسوم الجمركية او المكوس او الضرائب الاخرى لا يشمل الآتي -

- (١) البترول والبضويات التي يستعملها المتعهدون .
- (٢) السيارات التي يستخدمها المتعهدون خارج المنشآت (هذا ناقلات الدبابات وجراراتها)
- (٣) اثاث المكاتب ولوازمها التي يستوردها ويستعملها المتعهدون

٣ - لا يجوز ان يباع في مصر ممتلكات تستورد وفق احكام البندين ١ و ٢ من المذكرة الا اذا حددتها الرسوم الجمركية المصرية وفيها من المكوس طبقا للتعريف المقرر .

٤ - تسح السلطات المصرية للمتقدمين ان يصدروا دون ترخيص او مانع او عائق ودون دفع رسوم او مكوس اية معدات بريطانية موجودة حاليا في القاعدة او مستوردة الى مصر او مبنوه فيها لافراض الاتفاق الحالي وللغرضين البريطانيين المعينين من خارج مصر كذلك ان يصدروا من مصر اية ممتلكات استوردوها .

الجزء (ج)

(راجع المادة ٩ من الاتفاق العالى)

١ - يشمل المتاد الموجود فى القاعدة مجموعات الاصناف المبينة فى المرفق (ج) بهذا الملحق . ولا يجوز بعد انقضاء فترة الجلاء ان يزيد مقدار المتاد فى كل مجموعة على الرقم المذكور فى الجدول . ولا يجوز ايضا ابدال متاد فى مجموعة بمتاد من مجموعة اخرى الا بموافقة السلطات المصرية .

٢ - تنفيذ لاغراض البند (١) آنفا يقدم المتمهدون بعد انقضاء فترة الجلاء الى السلطة المصرية المعنية بهانات عن توزيع المتاد الموجود فى المنشآت ومشتلاته ومقداره .

٣ - يبين المرفق (د) بهذا الملحق الاجراءات التى تتبع بشأن استيراد وتصدير المتاد البريطانى الذى ينقل الى القاعدة اونها .

٤ - تمنح حكومة جمهورية مصر للمتمهد المنوط بصيانة وادارة المنشآت ذات الرقم المسلسل من ٣٠ الى ٣٤ فى المرفق (أ) بهذا الملحق والمنوط بسعة التخزين المرقومة برقم مسلسل ٣٥ فى هذا المرفق والسماح له بها بمقتضى عقد ايجار من حكومة جمهورية مصر جميع التسهيلات اللازمة لتخزين المواد البترولية فى هذه المنشآت وتدويرها على ان يكون المخزون من هذه المواد لحساب حكومة المملكة المتحدة مطابقا لما هو وارد فى البند (١) آنفا .

- الحالى بصرف النظر عن قيامها بأى نشاط جديد خارج افراض هذا الاتفاق وذلك كله بشرط موافقة حكومة جمهورية مصر وطبقا للشروط التى توافق عليها .
- ٦ - اية شركة تؤسس طبقا للقوانين المعمول بها فى المملكة المتحدة ويكون غرضها مقصورا على العمل بصفة " متمهد " لافراض الاتفاق الحالى ، تعامل نفس المعاملة وتتمتع بنفس الاعفاءات الممنوحة لشركات الاموال وشركات الاشخاص المشار اليها فى البند (٢) وذلك بصرف النظر عن وجود مركز نشاطها الرئيسى فى مصر .
- ٧ - أ - طبقا لاحكام البند (٢) (ب) من الجزئ (أ) من هذا الملحق ، يجوز للمتمهدين ان يبنوا مساكن اذا كانت المساكن الموجودة لانفسى بحاجات مستخدميه وذلك بشرط الاتفاق مع حكومة جمهورية مصر .
- ب - ويجوز للمتمهدين ايضا ان يستأجروا مساكن طبقا لما قد يتفق عليه بينهم وبين المؤجرين .
- ٨ - أ - شركات الاموال وشركات الاشخاص التى تؤسس أو تكون طبقا للقوانين المعمول بها فى المملكة المتحدة وتقوم باعمال تطبيقا للاتفاق الحالى وكذلك مسن تستخدمهم من الفنيين البريطانيين يعاملون فى مصر بالنسبة لهذه الاعمال معاملة لا تقل عن معاملة رهايا وشركات الاموال أو شركات الاشخاص التابعين لايه دولة اجنبية اخرى .
- ب - لا يجوز تفسير احكام الفقرة (أ) من هذا البند على انها تعطى أى حقوق او ميزات منحت أو قد تمنح لدول الجامعة العربية وحدها .
- ٩ - تعامل شركات الاموال وشركات الاشخاص التى تقوم باعمال تطبيقا للاتفاق الحالى وكذلك من تستخدمهم من العمال والموظفين والمستخدمين البريطانيين بالنسبة لهذه الاعمال معاملة لا تقل عن تلك التى يتمتع بها عادة الرهايا المصريين ومنهم شركات الاموال وشركات الاشخاص ولا تسرى احكام هذا البند على اية ميزة خاصة تمنح للرهايا المصريين فى احوال خاصة .
- ١٠ - تحسب قيمة الخدمات او التوريدات التى يقدمها المتمهدون الى السلطات المصرية او تقدمها السلطات المصرية الى المتمهدين من المنشآت النبهنة فى المرفق (أ) بهذا الملحق اوفى المطارات المصرية فى منطقة قاعدة قناة السويس على أساس سعر التكلفة أى بحساب قيمة المواد المستعمله فى اجراء العمل ومبلغ ضايفتها سببقابل مضافه الادارة الفعلية التى استقرت على الخدمات او التوريدات .

المجزء (ب)

المتعهدون و مستخدموهم

- ١- تخضع للقوانين المصرية شركات الأموال وشركات الأشخاص التي تعمل في مصر "كمتعهدين" تنفيذ الأغراض الاتفاقي الحالي وكذلك مستخدموها .
- ٢- على انه اذا كان المركز الرئيسي ومقر العمل الرئيسي لاحدى هذه الشركات سواء كانت شركات أموال او اشخاص خارج مصره ولم يكن لها اي نشاط اخر في مصر في تاريخ التوقيع على الاتفاق الحالي ، فان هذه الشركه تتمتع فيما يتعلق بالاعمال التي تقوم بها طبقا للاتفاق الحالي بالأعضاء التاليه .
 - أ - تعفى مثل هذه الشركات من شرط القيد المنصوص عليه في قانون السجل التجاري المصري رقم ٢١٩ لسنة ١٩٥٣ ، كما تعفى من التزام أحكام المواد ١١ و ١٢ و ١٣ من قانون الشركات المصري رقم ٢٦ لسنة ١٩٥٤ .
 - ب - تعفى مثل هذه الشركات من اداء الضريبة المصرية على الارباح التجارية بما في ذلك الضريبة على توزيع الارباح المفروض حصوله والمنصوص عليه في المادة ١١ من القانون رقم ١٤ لسنة ١٩٣٦ .
 - ج - تعفى من احكام القوانين المصرية التاليه فيما يتعلق بالفنيين البريطانيين المعينين من خارج مصر لأغراض الاتفاقي الحالي مثل هذه الشركات وكذلك من تعيينهم من هؤلاء الفنيين .
 - ١ - قانون عقد العمل الفردى رقم ٣١٧ لسنة ١٩٥٢ ورقم ١٦٥ لسنة ١٩٥٣
 - ٢ - قانون التأمين الاجبارى عن حوادث العمل رقم ٨٦ لسنة ١٩٤٢ وقانون اصابات العمل رقم ٨٩ لسنة ١٩٥٠ ، وقانون التعويض عن امراض المهنة رقم ١١٧ لسنة ١٩٥٠ وأى قانون آخر قد يتطلب تأمينها عن حوادث الصناعات او تعويضها عن امراض المهنة .
 - ٣ - قانون نقابات العمال رقم ٣١٩ لسنة ١٩٥٢ .
 - ٣ - تشمل الاشارة الى القوانين المذكوره في البند السابق أى قانون يحل محل هذه القوانين أو يعدلها .
 - ٤ - تعرب حكومة جمهورية مصر من استمدادها للنظر بعين العطف في منح الاعضاء من اى قانون قد يهوق المتعهدين و مستخدميهم عن اداء افعالهم المتصلة باغراض هذا الاتفاق .
 - ١ - اشارة الى البند (٢) لا يعتبر خارجا عن اقرضالاتفاق الحالي اى عمل يجرى لحساب حكومة جمهورية مصر بناء على طلبها .
 - ب - يجوز لاي شركة من الشركات المشار اليها في البند (٢) أن تظل متمسكة بالأعضاء المذكوره في البندين (٢ و ٤) بالنسبة لنشاطها المتصل بالاتفاق

- (المشار إليها فيما يلي بلفظ "المتعهدين") لصيانة وإدارة المنشآت المشار إليها في
البند ٢ (أ) بما فيها من معدات بريطانية .
- ٧ - (أ) تقدم حكومة جمهورية مصر للمتعهدين معونة كاملة وما قد يلزم من تسهيلات
لتمكنهم من القيام بمهامهم .
(ب) تعين حكومة جمهورية مصر السلطة التي يتعاون معها المتعهدون للقيام
بمهامهم . وهذه السلطة هي قائد عام القيادة الشرقية أو أى شخص مხოول
له أن يعمل نيابة عنه .
(ج) يعين المتعهدون مجلس إدارة يكون مقره القاعدة لتنسيق أوجه نشاطهم .
- ٨ - (أ) للمتعهدين أن يستخدموا فنيين بريطانيين لا يزيد عددهم على ١٢٠٠ على
أن لا يتجاوز عدد من يعين منهم من خارج مصر ٨٠٠ ولهم أيضاً
أن يستخدموا في مصر ما قد يحتاجون إليه من فنيين ومستخدمين مصريين
وصال محليين . (١)
- (ب) تمنح حكومة جمهورية مصر الفنيين البريطانيين وراثتهم تسهيلات لدخولهم
مصر وخروجهم منها .
- ٩ - تمنح حكومة جمهورية مصر حكومة المملكة المتحدة تسهيلات للتفتيش على المنشآت
المشار إليها في البند ٢ (أ) من هذا الجزء من هذا الملحق وعلى الأعمال الجارية فيها ولهذا
الغرض يلحق بسفارة صاحبة الجلالة بالقاهرة عدد من الموظفين لا يزيد على ثمانية ، وبالإضافة
إلى ذلك يجوز أن يلحق بصفة مؤقتة بسفارة صاحبة الجلالة بالقاهرة عدد من الموظفين
لا يزيد على خمسة .

(١) يوجد في مطار أبو صوير ومطار فناره البحري فنيون بريطانيون ليعاونوا في خدمات
الطائرات التابعة لسلاح الطيران الملك وفي إجراءات صعود وطيران وهبوط هذه
الطائرات وذلك بالنسبة إلى تسهيلات الهبوط والخدمات المنصوص عليها في المادة
٢ من الاتفاق العالى وسيكون عدد هؤلاء الفنيين الموجودين في مطار أبو صوير
ومطار فناره البحري فيما يتوقع ٢٢ فنياً .

الملحق رقم (٢)

تنظيم القاعد

الجزء (أ)

١ - يؤخذ في تطبيق الاتفاق العالى بالتعاريف التالية :-

- (أ) " القاعدة " ويقصد بها المنشآت المبنية في المرفق ١ " بهذا الملحق ، ويدخل فيها الارض والمباني ، ولا يدخل فيها ما تشمله من معدات .
- (ب) " المعدات البريطانية " ويقصد بها كل ما تملكه حكومة المملكة المتحدة من منقولات ، ويدخل في ذلك ما اقيم منها على قواعد ثابتة .
- (ج) " الفنيون البريطانيون " ويقصد بهم المدنيون المتمتعون بالجنسية البريطانية الذين تستخدمهم في مصر الشركات التجارية طبقا لاحكام البند ٨ من هذا الجزء من هذا الملحق .
- (د) " الطائرات التابعة لسلح الطيران الملكي " ويقصد بها طائرات قوات صاحبة الجلالة والطائرات البريطانية المدنية المؤجرة لها .

٢ -

- (أ) لحكومة المملكة المتحدة الحق في صيانة المنشآت المرقومة بالارقام التسلسلية ١ ، ٢ ، ٣ ، ٤ ، ٥ ، ٦ ، ٧ ، ٨ ، ٩ ، ١٠ ، ١٤ ، ١٦ ، من ٣٠ الى ٣٤ ورقم ٣٦ في القائمة الواردة في المرفق ١ " بهذا الملحق وادارتها للحاجيات الجارية .
- (ب) اذا قررت حكومة المملكة المتحدة في اى وقت انها لم تعد بحاجة الى الاحتفاظ بأحدى هذه المنشآت تبعد مع حكومة جمهورية مصر كيفية التصرف فيها .
- (ج) يجب الحصول على موافقة حكومة جمهورية مصر لاجراء اى انشاءات جديدة نفسى اى من المنشآت المبينة في الفقرة ١ " من هذا البند .

٣ - تحفظ حكومة جمهورية مصر في حالة صالحة ك منشأة من المنشآت المرقومة بالارقام التسلسلية ١ ، ٢ ، ٣ ، ٤ ، ٥ ، ٦ ، ٧ ، ٨ ، ٩ ، ١١ ، ١٢ ، ١٣ ، ١٥ ، من ١٧ الى ٢٩ ورقم ٣٧ في القائمة الواردة في المرفق ١ " بهذا الملحق اعتبارا من تاريخ تسليمها الى حكومة جمهورية مصر من حكومة المملكة المتحدة .

- ٤ - تنقل حكومة المملكة المتحدة الى حكومة جمهورية مصر ملكية وحيازة المنشآت والمعدات المبنية بالمرفق " ب " خلال مدة عشرين شهرا من تاريخ التوقيع على الاتفاق العالى .
- ٥ - تضطلع حكومة جمهورية مصر باعتبارها الحكومة صاحبة السيادة بالمسئولية عن امن المنشآت وجميع المعدات الموجودة فيها او التي تكون في طريقها من القاعدة او اليها ، وذلك عقب جلوس قوات صاحبة الجلالة طبقا لاحكام الجزء " هـ " من هذا الملحق .

٦ - تيم حكومة المملكة المتحدة عقودا مع شركة او اكثر من الشركات التجارية المصرية او البريطانية

- عند ترك الخدمة وفقا للوائح القوات المسلحة البريطانية الخاصة بالمستخدمين المدنيين في منطقة قناة السويس وتسلمه الانذار الواجب أو تدفع له ما يتم مقام ذلك من أجور .
- ١٠ - تنطبق احكام البنود من (١) الى (٨) المشار اليها آنفا على جميع العمال الذين تستخدمهم القوات البريطانية عدا من يتشح منهم بالجنسية البريطانية .

الجزء (ج)

استخدام العمال واختيارهم وفق مقتضيات الامن

- تسرى الاحكام التالية على استخدام القوات البريطانية في منطقة قناة السويس للفنيين والمستخدمين وغيرهم من العمال المحليين المشار اليهم فيما يلي بلفظ "العمال" واختصار هؤلاء العمال وفق مقتضيات الامن .
- ١ - تقوم مكاتب الترخيم في بورسعيد والاسماعيليه والسويس والزقازيق بتسجيل العمال لاستخدامهم بمعرفة القوات البريطانية .
 - ٢ - توزع وحدات استخدام العمال التابعة للقوات البريطانية بما يتفق مع الجهة التي تكون فيها مكاتب الترخيم المذكورة في البند (١) . وتتعاون هذه الوحدات مع مكاتب الترخيم تعاوناً تاماً ، كما تتعاون ادارات العمل المركزية للقوات البريطانية مع المكتب الرئيسي التابع لوزارة الشؤون الاجتماعية في الاسماعيليه .
 - ٣ - تقدم وحدات استخدام العمال التابعة للقوات البريطانية بيانات وافية عن حاجاتها المهنية عندما تخطر مكاتب الترخيم بما لديها من أماكن شاغرة .
 - ٤ - يقوم ضباط وزارة الداخلية بالتحري عن طالبي الاستخدام المسجلة اسماؤهم في مكاتب الترخيم .
 - ٥ - على انه اذا رأى ضابط الامن التابع للقوات البريطانية ان احد طالبي الاستخدام غير مرقوب فيه فعليه اخطار مكتب الترخيم المختص بذلك مع بيان الاسباب ما أمكن .
 - ٦ - ليس للقوات البريطانية ان تستخدم أى عامل الا اذا كان قد سجل باحسد مكاتب الترخيم ورشحه هذا المكتب بعد التحري منه بمعرفة ضباط وزارة الداخلية المصرية .
 - ٧ - تجرى القوات البريطانية اختبارات مهنية لطالبي الالتحاق بالوظائف التي تتطلب مهارة خاصة حسب الضرورة ووفقا لما يجرى عليه العمل في الوقت الحاضر . واذا لم يقبل احد طالبي الالتحاق يتم اخطار مكتب الترخيم بذلك مع ذكر الاسباب بايجاز .
 - ٨ - ليس للقوات البريطانية ان تحصل العمال المستخدمين لديها والذين يصبحون زائدين عن حاجة العمل كلما طردت عمليات الجلاء الا بعد النظر في امكان نقلهم الى وحدات اخرى من القوات البريطانية قد تكون في حاجة الى مزيد من العمال في المهن المناشلة . وترسل الاخطارات بمثل هذه التنقلات الى مكاتب الترخيم المختصة . كما يتم اخطار مكتب الترخيم المختص كلما انذر أحد العمال بانها خدمته .
 - ٩ - متى انتهت القوات البريطانية خدمة احد العمال تدفع له التعويضات المستحقة

١٥ - رغبة في تجنب التداخل بين المحطات اللاسلكية التي تديرها القوات المصرية والمحطات التي تديرها القوات البريطانية في منطقة القناة أثناء فترة الجلاء يتم تنسيق استعمال الذبذبات اللاسلكية غير المسجلة دولياً بين القوادتين المصرية والبريطانية .

تحديد المسؤوليات تحديدا واضحا .

٧ - باستثناء ما هو موضح عليه في البند (٨) لا تنقل مسؤولية تأمين احسدى

المنشآت وصيانتها في حالتين :

(أ) اذا كانت المنشأة لا تزال تدار بالقوات البريطانية .

(ب) اذا كانت المنشأة تكون جزئا من منشأة اكبر لا تزال تدار بالقوات البريطانية .

٨ - عندما تسلم احدى المنشآت الى السلطات المصرية لتأمينها او صيانتها يكون

جلاء القوات البريطانية عنها جلاء تاما وبالمثل يكون اضطلاع السلطات المصرية بمسئولية تأمين المنشأة او صيانتها اضطلاعا تاما . ومع ذلك فان السلطات المصرية توافق على ان تضطلع - بناء على طلب القيادة البريطانية - بمسئولية تأمين منشأة ما لا يزال يعمل بها عدد محدود من الجنود الفنيين البريطانيين . ولا يقدم مثل هذا الطلب الا اذا كان عدد جنود الحراسة البريطانيين غير كاف لضمان الامن .

٩ - عندما تسلم احدى المنشآت الى السلطات المصرية لتأمينها او صيانتها تخطر

القيادة المصرية في موعد مبكر بقدر الامكان وتتفق القيادتان المصرية والبريطانية على التاريخ الذى تتم فيه عملية النقل .

١٠ - تعد القوات البريطانية وثيقة تسليم لكل منشأة تشمل من التفاصيل ما يتفق

عليه بين القيادتين المصرية والبريطانية وتسلم هذه الوثيقة الى السلطات المصرية قبل عملية النقل بوقت كاف ليتسنى لها تقدير مشاكل التأمين والصيانة واتخاذ التدابير اللازمة لمعالجتها .

١١ - عندما تسلم السلطات المصرية احدى المنشآت لتأمينها او صيانتها تسلم

السلطات البريطانية الى السلطات المصرية كل ما له علاقة بوقاية هذه المنشأة من نقط الدفاع و " الدشم " واسوار الاسلاك الشائكة والمواصلات والانوار الكاشفة للمحيط الخارجى حيثما وجدت ومهمات مكافحة الحريق بالقدر المناسب . وتقدم السلطات البريطانية بالاضافة الى ذلك جميع المعلومات الممكن الحصول عليها بما في ذلك البيانات الخاصة بنوع الالغام وعددها ومواقعها وضمانا لنقل المسؤولية نقلا ميسرا مجددا تقدم القيادة البريطانية كل مساعدة ممكنة وتعطى مشورتها اذا ما طلب منها ذلك وخاصة بالنسبة للالغام .

١٢ - عندما تقرر القوات البريطانية الجلاء عن احدى المنشآت فغير المدرجة في المرفق

(أ) بالمطرق رقم (٢) فعليها ان تخطر القيادة المصرية في موعد مبكر بقدر الامكان .

١٣ - لكل من القوات المصرية والبريطانية اثنا فترة الجلاء ان تستخدم بدون هائق

السلك الحديدية والطرق الرميحية القائمة في المناطق المسئول عنها الطرف الاخر وعندما يزمع القيام بتحركات على نطاق واسع يرسل اخطار سابق بذلك وتتخذ الترتيبات اللازمة لتنظيم المرور .

١٤ - تتفق القيادتان المصرية والبريطانية على مناطق التدريب اثنا فترة الجلاء .

الجزء (ب)

الاجراءات بشأن اداة العمل والاتصال بين هيئات اركان الحرب

واصدار التعليمات لكل من السلطات المصرية والبريطانية المختصة

لتسهيل الجلاء

- ١ - تعيين كل من السلطات المصرية والبريطانية اثنا فترة الجلاء المنوه عنها في المادة الاولى من الاتفاق الحالي قيادة مختصة في منطقة القناة يناط بها ان تنقل تدريجاً مسئولية تأمين المنشآت اوصيانتها من الايدي البريطانية الى الايدي المصرية .
- ٢ - (أ) القيادة البريطانية المختصة لهذا الغرض هي " رئاسة القوات البريطانية في مصر " و " رئاسة المجموعة رقم ٢٠٥ من سلاح الطيران الملكي " .
- (ب) القيادة المصرية المختصة لهذا الغرض هي " رئاسة القيادة الشرقية " .
- ٣ - القيادتان المذكورتان في الهند (٢) هما حلقة الاتصال بين السلطات المصرية والبريطانية في جميع التفاصيل المتعلقة بنقل المسئوليات من تأمين المنشآت وصيانتها من الايدي البريطانية الى الايدي المصرية . وتنظم القيادتان الاتصال المباشر بين هيئات اركان الحرب المختصة بما يكفل انجاز مهمتها على الاسس المبينة في هذا الملحق وترتب القيادتان عن طريق " فرع التحركات " في كل منهما جميع التسهيلات التي تقدمها السلطات المصرية للقوات البريطانية بمقتضى البنود ٢ من الجزء (أ) من هذا الملحق .
- ٤ - تأخذ رئاسة القيادة الشرقية على عاتقها تدريجاً اثنا فترة الجلاء مسئولية السيطرة على منطقة القناة سيطرة تتزايد بتناقص التزامات رئاسة القوات البريطانية .
- ٥ - تضع القيادة البريطانية برنامجاً مجملًا للجلاء عن المنشآت المختلفة المسؤولة عنها في الوقت الحاضر . ويناقش هذا البرنامج بين القيادتين المصرية والبريطانية لكي تتمكن السلطات المصرية من اعداد الخطط اللازمة لاضطلاعها بالمطرد بمسئولياتها . وللقيادة المصرية ان تقترح اثنا المناقشة ادخال تعديلات صغيرة تتعلق بالتواريخ والاقوات والناطق موضع البحث .
- ٦ - من المفروب فيه ان يتم نقل المسئوليات من السلطات البريطانية الى السلطات المصرية على نحو يشمل كل منطقة بأكملها . على انه في الحالات التي يتعذر فيها ذلك فمن المتفق عليه ضمناً لتحديد المسئولية بوضوح ان تكون سعة المنشآت والناطق التي تسلم بالقدر الذي يحول دون اختلاط القوات المصرية بالقوات البريطانية وقيام ظروف يتعذر فيها

الطحق رقم (١)

جلاء قوات صاحبة الجلالة

(راجع المادة الاولى من الاتفاق الحالى)

المبرور (١)

١ - وفقا لاحكام المادة الاولى من الاتفاق الحالى ، يتم جلاء قوات صاحبة الجلالة الموجودة فى مصرنى ٢٧ يوليو سنة ١٩٥٤ وفقا للنسب الاتية فى الفترة ما بين ذلك التاريخ والتواريخ الموضحة فى الجدول الآتى :

<u>التاريخ</u>	<u>نسبة قوات صاحبة الجلالة</u>
تاريخ توقيع الاتفاق زائد ٤ شهر	٢٢ ٪
تاريخ توقيع الاتفاق زائد ٨ شهر	٣٥ ٪
تاريخ توقيع الاتفاق زائد ١٢ شهرا	٥٤ ٪
تاريخ توقيع الاتفاق زائد ١٦ شهرا	٧٥ ٪
تاريخ توقيع الاتفاق زائد ٢٠ شهرا	١٠٠ ٪

٢ - تقدم حكومة جمهورية مصر - فيما يتصل بالجلاء المذكور آنفا - جميع التسهيلات اللازمة لتحركات الرجال والمعدات .

• التصديق عليه في القاهرة في أقرب وقت ممكن

واقترارا بما تقدم وقع المفوضون المرخص لهم بذلك هذا الاتفاق
• ووضعا واختتامهم عليه

تحرر في القاهرة في اليوم التاسع عشر من أكتوبر سنة ١٩٥٤ من
• صوبتين باللغتين العربية والانجليزية ومعتبر كلا النصين متساويين في الرسمية

~~محمد عبد الحليم~~
 محمد عبد الحليم
 محمد عبد الحليم
 محمد عبد الحليم

Quang Trung
 Ralph Kinn Stevenson
 Edward P. Benson

لا يتجزأ من مصر - طريق مائس له أهميته الدولية من النواحي الاقتصادية والتجارية والستراتيجية ، وتمريان عن تصميمهما على احترام الاتفاقية التي تكفل حرية الملاحة لسي القناة الموقع عليهما في القسطنطينية في التاسع والعشرين من شهر أكتوبر سنة ١٨٨٨ .

المادة (٩)

(أ) لحكومة المملكة المتحدة أن تنقل أية مهمات بريطانية من القاعدة أو إليها حسب تقديرها .
(ب) لا يجوز أن تتجاوز المهمات القدر المتفق عليه في الجزء (ج) من الملحق رقم (٢) الا بموافقة حكومة جمهورية مصر .

المادة (١٠)

لا يمس الاتفاق الحالي ولا يجوز تفسيره على أنه يمس بأية حال حقوق الطرفين والتزاماتهما بمقتضى ميثاق الام المتحدة .

المادة (١١)

تعتبر ملاحق هذا الاتفاق وورقاته جزءاً لا يتجزأ منه .

المادة (١٢)

(أ) يظل هذا الاتفاق نافذا مدة سبع سنوات من تاريخ توقيعه .
(ب) تتشاور الحكومتان خلال الاثنى عشر شهرا الاخيرة من تلك المدة لتقرير ما قد يلزم من تدابير عند انتهاء الاتفاق .
(ج) ينتهي العمل بهذا الاتفاق بعد سبع سنوات من تاريخ التوقيع عليه وعلى حكومة المملكة المتحدة ان تنقل او تتصرف فيما لديها يتبلى لها وتكثذ من ممتلكات في القاعدة ما لم تتفق الحكومتان المتماقدتان على مد هذا الاتفاق .

المادة (١٣)

يعمل بالاتفاق الحالي على اعتبار انه نافذ من تاريخ توقيعه وتبادل وثائق

في القاهرة في الثالث عشر من شهر ابريل ١٩٥٠ أو على تركيا ، تقدم مصر للملكة المتحدة من التسهيلات ما قد يكون لازماً لتهيئة القاعدة للحرب وإدارتها إدارة فعالة . وتتضمن هذه التسهيلات استخدام الموانئ المصرية في حدود ما تقتضيه الضرورة القصوى للاغراض سالفة الذكر .

المادة (٥)

في حالة عودة القوات البريطانية الى منطقة قاعدة قناة السويس وقبلاً لاحكام المادة (٤) ، تجلو هذه القوات فوراً بمجرد وقف القتال المشار اليه في تلك المادة .

المادة (٦)

في حالة حدوث تهديد بهجوم مسلح من دولة من الخارج على أي بلد يكون عند توقيع هذا الاتفاق طرفاً في معاهدة الدفاع المشترك بين دول الجامعة العربية أو على تركيا يجرى التشاور فوراً بين مصر والملكة المتحدة .

المادة (٧)

تقدم حكومة جمهورية مصر تسهيلات مرور الطائرات وكذا تسهيلات النزول وخدمات الطيران المتعلقة برحلات الطائرات التابعة ل سلاح الطيران الملكي التي يتم الاخطار عنها . وتعامل حكومة جمهورية مصر هذه الطائرات فيما يتعلق بالاذن بأهية رحلة لها معاملة لا تقل عن معاملةا لطائرات أية دولة أجنبية أخرى مع استثناء الدول الاطراف في معاهدة الدفاع المشترك بين دول الجامعة العربية . ويكون منسحح التسهيلات الخاصة بالنزول وخدمات الطيران المشار اليها آنفاً في الطائرات المصرية في منطقة قاعدة قناة السويس .

المادة (٨)

تقر الحكومتان المتعاقدتان أن قناة السويس البحرية - التي هي جزء

أن حكومة جمهورية مصر وحكومة المملكة المتحدة لبريطانيا العظمى وشمسال
أيرلندا ،

اذ توفيان في اقامة العلاقات المصرية - الانجليزية على اساس جديد مسن
التضام المتبادل والصدقة الوطيدة ،
قد اتفقتا على ما يأتي :-

المادة (١)

تجلو قوات صاحبة الجلالة جلاء تاما عن الاراضى المصرية وفقا للجسدول
المبين في الجيزه (أ) من الملحق رقم (١) خلال فترة عشرين شهرا من تاريخ
التوقيع على الاتفاق الحالى .

المادة (٢)

تمسكن حكومة المملكة المتحدة انفضا معاودة التحالف الموقع عليها فى
لندن في السادس والعشرين من شهر افسطس سنة ١٩٣٦ وكذلك المحضر المتفق
عليه ، والمذكرات المتبادلة ، والاتفاق الخاص بالاعفاءات والحوارات التى تتمتع بها
القوات البريطانية في مصر وجميع ما تفرع عنها من اتفاقات اخرى .

المادة (٣)

تبقى اجزا من قاعدة قناة السويس الحالية وهى المبينة في المرفق (أ)
بالملحق رقم (٢) في حالة صالحة للاستعمال ومعدة للاستخدام فوراً وفق احكام
المادة الرابعة من الاتفاق الحالى . وتحقيقا لهذا الغرض يتم تنظيمها وفق
احكام الملحق رقم (٢) .

المادة (٤)

في حالة وقوع هجوم مسلح من دولة من الخارج على أى بلد يكون عند
توقيع هذا الاتفاق طرفا في معاهدة الدفاع المشترك بين دول الجامعة العربية الموقع عليها

Exchanges of Notes

No. 1 (a)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

With reference to Article 1 of the Agreement signed this day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Egypt, I have the honour to inform your Excellency that the Government of the Republic of Egypt consent to the enjoyment by the British Forces, during the period of twenty months specified for their withdrawal from Egypt, of the immunities set forth in the provisions contained in the Annex to this Note.

Accordingly, I have the honour to propose that this Note together with your Excellency's reply accepting those provisions shall constitute an agreement between our two Governments on their terms which shall come into force on this day's date, and shall remain in force for a period of twenty months.

I avail, &c.
MAHMOUD FAWZI.

ANNEX

1. In the following provisions:—

(a) the expression "British Forces" includes—

- (i) every person subject to the Naval Discipline Act, the Army Act and the Air Force Act of the United Kingdom (or the corresponding laws of Kenya, Uganda, Mauritius or the Seychelles) who is stationed with, or attached to, the forces of Her Majesty who are present in Egypt during the period of withdrawal;
- (ii) every civilian of British nationality accompanying or serving with the said forces in Egypt or the Navy, Army and Air Force Institutes or any other authorised service organisation, who is either granted relative status as an officer, or holds a pass designating his status issued by the Appropriate British Authority as hereinafter defined, and who is paid from funds from any part of any of the dominions of Her Majesty;
- (iii) wives, and children under 21 years of age, of the persons mentioned in sub-paragraphs (i) and (ii) hereof.

(b) The expression "Appropriate British Authority" means—

- (i) in the case of members of Her Majesty's Naval Forces, the Senior Naval Officer in the Canal Area or any Officer authorised by him to act on his behalf;
- (ii) in the case of members of Her Majesty's Land Forces, the General or other Officer commanding the British Troops in Egypt or any Officer authorised by him to act on his behalf;
- (iii) in the case of members of Her Majesty's Air Force, the Air or other Officer commanding the Royal Air Force in Egypt or any Officer authorised by him to act on his behalf.

(c) The expression "British camps" means the areas or places occupied or used by the British Forces at the date of signature of the Agreement as long as they are so occupied and used.

- (d) The expression "service aircraft" means any aircraft under Royal Air Force control. This shall include aircraft of Her Majesty's Forces and British civilian aircraft under charter to them.
- (e) The expression "Canal Area" means an area the boundaries of which surround as closely as possible the British camps now occupied or used by the British Forces.

2. The British Forces shall respect the law of Egypt and abstain from any activity inconsistent with the spirit of the Agreement and in particular from any political activity in Egypt. The Government of the United Kingdom will take necessary measures to that end.

3. Members of the British Forces shall not be subject to the criminal jurisdiction of the Courts of Egypt, or to the civil jurisdiction of those Courts in any matter arising out of their official duties. If any civil proceeding is instituted against a member of the British Forces before any Egyptian Court, notification of the proceedings shall be given to Her Majesty's Ambassador, and the proceedings shall be suspended during a period of twenty-one days from the date of notification. If Her Majesty's Ambassador states that it has not been possible to conclude the necessary investigations in the above time, the Court shall, upon application, grant an extension for a further period not exceeding twenty-one days. Her Majesty's Ambassador shall certify to the Court whether or not the proceedings arose out of official duties of such a member. It is recognised that in certain circumstances civil claims in responsibility may be made by private individuals in connexion with matters arising out of the official duties of a member of the British Forces. The Government of the United Kingdom shall give sympathetic consideration to such claims and maintain an appropriate procedure for the investigation and consideration thereof.

4. Without prejudice to the fact that British camps are Egyptian territory, the camps shall be inviolable and shall be subject to the exclusive control and authority of the Appropriate British Authorities.

5. The Government of the Republic of Egypt hereby consent to the enjoyment by the British Forces of:—

- (a) freedom of movement between British camps, and to or from the ordinary points of access to the Canal Area by water, land, or air; when large-scale movements are contemplated previous notification will be given and the necessary traffic control arrangements made;
- (b) freedom of communication by radio or other telegraphy, telephony or any other means howsoever; and the necessary facilities for maintaining such communications within the Canal Area, including the laying of cables and land lines; it is understood that the telegraph and telephone cables and lines herein referred to will be situated in the areas where British Forces are stationed, and that any connexion with the Egyptian system of telegraphs and telephones and the co-ordination of non-internationally registered frequencies to be used by the British and the Egyptian Forces operated from the Canal Area will be subject to arrangements with the Egyptian authorities;
- (c) the right within British camps to generate light and power for use in British camps, and to transmit and distribute domestic water and such light and power between the place of generation and any other British camp by means of cables, pipes or in any other way whatsoever;
- (d) transmission, subject to the payment of the usual charges, of telegrams and messages over the Egyptian State Telegraphs and Telephones, in clear, in code or in cypher;

- (e) the use of the Egyptian State Railways at the rates and conditions prevailing for the British Forces with effect from the 1st of November, 1952, provided that these rates will be varied in proportion with changes in the normal civil tariff;
- (f) the supply, maintenance and use of telephones as required, as part of and connected with the Egyptian State Telephone service and system, at the current civilian rates;
- (g) entry into the Canal Area and departure from Egypt of members of the British Forces subject only to the production of a movement order;
- (h) the use within the Canal Area, of roads, bridges, canals, streams, lakes, waterways and other bodies of water without the payment of dues, tolls or charges either by way of registration or otherwise for vehicles or waterborne craft used on Her Majesty's service;
- (i) port facilities free of payment for Her Majesty's Warships, Royal Fleet Auxiliaries, Royal Army Service Corps fleet, troopships, freightships and service aircraft of an amphibian or seaplane character used in connexion with the maintenance and withdrawal of the British Forces;
- (j) the same immunity regarding the official correspondence of the British Forces and their couriers as is enjoyed in International Law by the diplomatic representatives of foreign States.

6.—(a) Members of the British Forces who are owners of real property or who invest funds in Egypt, or who engage in any professional or commercial activity in Egypt for profit, outside their official duties, shall in respect of such property and its produce, funds or activity pay the same taxes, registration and transfer fees as civilians of British nationality.

(b) Members of the British Forces shall pay in respect of any privately-owned radio receiving apparatus the tax or licence fee for the time being in force and applicable to such apparatus.

(c) Members of the British Forces shall pay the fee for the time being in force for the registration of a private waterborne craft and (subject to the provisions of Article 5 (h) hereof) also dues, charges and tolls leviable in consequence of the use of such craft.

(d) Members of the British Forces shall pay the tax or registration fee for the time being in force for a private motor vehicle, or for any privately-owned aircraft.

(e) Save as provided above and in the Appendix hereto concerning Imports and Exports (which is an integral part of these provisions), British camps, the British Forces and the members thereof shall be immune from all taxation other than municipal rates for services enjoyed, and from all registration fees or charges unless there has been an agreement between the two Contracting Governments to the contrary.

7. The Government of the Republic of Egypt shall offer every assistance to British aircraft in distress, and on request shall accord full facilities for the movement of Her Majesty's personnel and stores to and from the site of any aircraft in distress that may have made a forced landing on Egyptian territory.

8.—(a) The Appropriate British Authority will surrender, on receipt of an application signed by the appropriate official of the Egyptian Ministry of Justice, persons not being members of the British Forces and who are within any British camp, and:—

- (i) against whom a warrant of arrest has been issued in respect of any offence for which he is triable by a Court in Egypt; or
- (ii) against whom an order of imprisonment has been made by any Court in Egypt; or

- (iii) against whom an order has been issued by an Appropriate Egyptian Military Authority for desertion or absence without leave from the Egyptian Armed Forces; or
- (iv) with respect to whom information has been given by the Appropriate British Authority that he is believed to have committed an offence punishable under Egyptian law.

(b) Every application for the surrender of an offender under the provision of paragraph (a) shall be accompanied by such information as is available as to the identity and whereabouts of the person whose surrender is desired and, where appropriate, by a certified true copy of the warrant of arrest or the order of imprisonment.

9. The Government of the Republic of Egypt will take all practicable measures to provide for:—

- (a) the searching for, apprehending and handing over of any members of the British Forces who are claimed as deserters or absentees without leave, upon request made in writing by the Appropriate British Authority;
- (b) the prosecution of persons accused of acts in relation to the British Forces which, if committed in relation to the Egyptian Forces, would have rendered them liable to prosecution.

10.—(a) Subject to the provisions of paragraph (a) of the preceding Article, members of the British Forces shall be liable to arrest by the Egyptian Authorities only in such circumstances as would justify the arrest of civilians of British nationality. Should any member of the British Forces be arrested the following procedure will be adopted:—

- (i) Notification of the arrest giving the name and other particulars of the person arrested together with information as to the nature of the offences for which the said person was arrested, will be sent forthwith to the Appropriate British Authority;
- (ii) A similar notification will also be sent immediately to the office of the nearest British Consular Officer;
- (iii) The alleged offender will be handed over on demand to the Appropriate British Authority;
- (iv) Full particulars of the charges against the alleged offender together with the names, addresses and statements of the witnesses will be delivered or sent by registered post to the Appropriate British Authority within four days of the arrest.

(b) When it is alleged that a member of the British Forces has committed an offence for which he has not been arrested, particulars of such alleged offence together with the *procès-verbal* will be sent with all convenient speed to the Appropriate British Authority, who will take all practicable measures with the assistance of the Egyptian Authorities for the apprehension of the offender and the investigation of the alleged offence.

11. Any member of the British Forces arrested under the provisions of Articles 9 and 10 hereof shall be escorted by an Egyptian armed force to a British camp designated by the Appropriate British Authority.

12.—(a) The Government of the Republic of Egypt shall, at the request of the Appropriate British Authority, take all reasonable steps to secure the attendance of persons amenable to its jurisdiction as witnesses before Her Majesty's service tribunals in the Canal Area (courts-martial, courts of inquiry and boards of officers or other service tribunals) convened and assembled by the Appropriate British Authority.

(b) The Government of the United Kingdom shall, at the request of the Egyptian Authorities, take all reasonable steps to secure the attendance of any member of the British Forces as a witness at any proceedings before the Egyptian Courts, courts-martial, disciplinary tribunals or courts of inquiry.

13.—(a) It is desirable that any person, ordered to attend a British service tribunal under Article 12 (a) above and who is accused of any of the following offences, should be subject to prosecution before the appropriate Egyptian Court, that is to say:—

- (i) being duly summoned makes default in attending; or
- (ii) refusing to take an oath or make a solemn affirmation legally required to be taken or made; or
- (iii) refusing to produce any document in his power or control legally required to be produced by him; or
- (iv) refusing when a witness to answer any question to which the tribunal may legally require an answer; or
- (v) being guilty of contempt of the tribunal by using insulting or threatening language or by causing interruption or disturbance in the proceedings of such tribunal; or
- (vi) wilfully giving false evidence when examined on oath or solemn affirmation before the tribunal.

(b) Similarly, it is desirable that a person ordered to attend an Egyptian tribunal under Article 12 (b) above who commits any of the offences specified above, should be subject to prosecution before the appropriate British service tribunal.

(c) The exact manner and extent, however, to which effect can be given to the two preceding paragraphs of this Article depends upon the laws of Egypt and of the United Kingdom respectively.

14. Each Government shall pay to the other on demand all reasonable expenses incurred in execution of the provisions of Articles 7, 8, 9 (a) and 12 hereof.

No. 1 (b)

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

British Embassy,

Cairo, October 19, 1954.

Your Excellency,

I have the honour to acknowledge the receipt of your Excellency's Note of to-day's date, informing me, with reference to Article 1 of the Agreement signed this day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Egypt, that the Government of the Republic of Egypt consent to the enjoyment by the British Forces, during the period of twenty months specified for withdrawal from Egypt, of the immunities set forth in the provisions contained in the Annex to your Note (which are also annexed hereto), and proposing that your Excellency's Note together with my reply accepting those provisions should constitute an agreement between our two Governments on their terms.

I have the honour, in accepting the provisions, to confirm that your Excellency's Note together with this Note in reply shall constitute an agreement between our two Governments on the terms of those provisions which shall come into force on this day's date, and shall remain in force for a period of twenty months.

I avail. &c.

RALPH SKRINE STEVENSON.

[For Annex see No. 1 (a).]

APPENDIX*

Imports and Exports

Definitions

In this Appendix :—

1. The expression "British Service Authorities" means the British Naval, Army and Air Force Authorities.
2. The expression "import duty" means customs duty, excise duty on imported goods and all dues in respect of imported goods.

PART I.—IMPORTS

(A) BY THE BRITISH SERVICE AUTHORITIES

Goods, other than tobacco and animals for slaughter, imported by the British Service Authorities, being the property of the British Government and destined for the use of the British Navy, Army or Air Force, shall be imported free of import duty subject to the following conditions :—

(1) All such goods must be addressed and delivered to the British Service Authorities in Egypt.

(2) The nature and quantity thereof shall be declared to the Customs Administration before withdrawal from the Customs Zones. In the case of all foodstuffs, their value shall also be declared by the British Service Authorities, either at the time of withdrawal from the Customs Zone, or as soon as the necessary information is available.

(3) All goods imported by the British Service Authorities are subject to examination by the Customs Administration.

(4) The requisitions for entry of goods free of import duty shall be made out on Certificate "A"† and signed by a responsible officer. The names and signatures of such officers shall have been previously communicated to the Customs Administration.

(B) GOODS IMPORTED BY CONTRACTORS* TO THE BRITISH SERVICE AUTHORITIES

Import duty shall be paid on all goods imported by contractors to the British Service Authorities, provided that a refund of such duty shall be made to the contractor on production to the Customs Administration, within six months from the date of import, of Certificate "B"† to the effect that the goods in respect of which the refund is claimed have been received from the contractor and brought to account by the British Service Authorities, and provided that the contractor has, before importation, filed with the Customs Administration a declaration acceptable to them to the effect that the goods in respect of which he intends to claim a refund are imported under contract for the British Service Authorities.

(C) GOODS IMPORTED BY MEMBERS OF THE BRITISH FORCES, N.A.A.F.I., OTHER AUTHORISED SERVICE ORGANISATIONS AND SERVICE MESSES

(1) Members of the British Forces shall be entitled to import free of import duty their personal effects.

(2) The Navy, Army and Air Force Institutes (hereinafter referred to as "N.A.A.F.I.") and other authorised service organisations and service messes

* In this Appendix the term "contractors" is used in the normal sense of the word and does not refer to the contractors mentioned in Annex II to the Agreement signed this day.
† Copies of Certificates "A," "B" and "C" are attached.

shall be entitled to import free of import duty articles required solely for the use of the said organisations and messes and not for sale.

(3) These privileges are confined to articles addressed to the person or organisation claiming them.

(4)—(a) Claims for exemption in respect of postal packets shall be made on Postal Form No. 43 M and shall be handed to the Postal Authorities. In all other cases claim for exemption shall be made to the Customs Administration on Certificate "C."*

(b) Certificates may, without prejudice to the right of examination of the imported goods by the Customs Administration, be dispensed with in the case of luggage imported with Units or in a Troopship or Trooping Aircraft, provided that the Commanding Officer certifies that he is satisfied that no contraband is carried.

(5) Save as hereinafter provided, in this paragraph, exemption from import duty under paragraphs (1) and (2) shall not extend to spirituous liquors, wines, tobacco, provisions, private motor cars, guns or such animals as are not on the ration strength of the Unit. Provided that import duty on motor cars and guns imported by members of the British Forces shall be payable on entry but shall be refunded if they are re-exported within the period of withdrawal, on condition that:—

- (a) the re-exporter is the individual who originally paid the import duty; and
- (b) the motor car or gun was duly identified to the Customs Administration at the port of import.

(D) IMPORTS FOR RE-SALE BY N.A.A.F.I.

(1) Beer and other goods (with the exception of tobacco, wines and spirituous liquors) imported by N.A.A.F.I. for sale to members of the British Forces shall be imported free of import duty up to the free allowance and under the conditions hereunder specified:—

- (a) The average value of such goods imported per head of the British Forces per month shall be deemed to be PT. 145. The free allowance shall be calculated monthly and shall be the product of PT. 145 and the average number of members of the British Forces during the month.
- (b) The books of N.A.A.F.I. shall be open to inspection by the Customs Administration.
- (c) An account shall be kept by the Customs Administration of all goods imported free of import duty by N.A.A.F.I. and if, at the end of the period of withdrawal, the total value of the goods so imported during that period exceeds the total free allowance for that period assessed in accordance with paragraph (a) above, N.A.A.F.I. shall pay import duty on the excess, save in so far as such excess may be, or may have been, exported from Egypt, or destroyed or otherwise dealt with under the supervision of the Customs Administration or disposed of in accordance with Part IV hereof. Such import duty shall be paid by N.A.A.F.I. at an inclusive flat *ad valorem* rate of 50·4 per cent. The rate shall be applied to the original cost of the goods plus expenses of insurance and freight.

(2)—(a) N.A.A.F.I. shall be entitled to import free of import duty 16 ounces of tobacco per member of the British Forces per month. They will, therefore, be entitled to import free of import duty each month, a total

* Copies of Certificates "A", "B" and "C" are attached.

weight of tobacco, the amount of which shall be obtained by multiplying the average numbers of the British Forces during the month by 16 ounces. Import duty at the normal rate shall be paid on any imports in excess of this amount.

(b) Adjustments shall be made at the end of each half-year in the manner specified in paragraph (1). The first adjustment shall be made six months after the date of this Note.

(3) N.A.A.F.I. shall make at the time of importation a full declaration of value of all imported spirituous liquors and wines, their nature and quantity, and shall pay import duty at the rates in force on the value thereof (including insurance and freight) at the time of the withdrawal thereof from the Customs Zones.

(4)—(a) No sales shall be made by N.A.A.F.I. except to members of the British Forces in Egypt.

(b) Goods purchased from N.A.A.F.I. shall not be resold to persons not entitled to deal with N.A.A.F.I.

PART II.—EXPORTS

All goods above mentioned imported by the British Service Authorities, N.A.A.F.I., other authorised service organisations and service messes may be exported by them free of duty or other charges, but export duty shall be payable in respect of all dutiable products of Egyptian industry or produce of Egyptian soil. The nature and quantity of such products shall be declared by the consignors before loading.

PART III.—PETROLEUM

(1) All petroleum products imported into Egypt by the British Service Authorities are covered by Part I (A) of this Appendix.

(2) Petroleum products supplied to the British Service Authorities from bonded stocks in Egypt shall be declared to the Customs Administration at the time of delivery to the British Service Authorities as being for the use of the British Service Authorities in Egypt. Import duty shall be payable thereon at the first monthly settlement after such declaration. If, however, at the time of such settlement Certificate "B"* is produced showing that the products have been received by the British Service Authorities the import duty on the quantity shown to have been so received shall be credited and deducted from the amount of duty payable at the monthly settlement.

PART IV.—DISPOSALS

(1) If goods (other than tobacco and spirituous liquors) imported free of duty into Egypt by the British Service Authorities are sold in Egypt, those Authorities shall pay import duty in respect of the goods sold by them at an inclusive flat *ad valorem* rate of 50·4 per cent. Since the amount paid by the purchasers includes import duty at the inclusive flat *ad valorem* rate, the amount of the import duty payable shall be calculated on the formula $\frac{50.4}{150.4} \times$ the purchase price.

* Copies of Certificates "A", "B" and "C" are attached.

(2) In the case of fixed assets sold by the British Service Authorities, import duty shall be paid at the inclusive flat *ad valorem* rate of $\frac{50.4}{150.4}$ on the following proportions of the purchase price:—

	<i>Sold for demolition per cent.</i>	<i>Sold in situ per cent.</i>
<i>Category I</i>		
“Portable” or sectional constructions composed entirely of iron or steel	100	100
<i>Category II</i>		
All other types of building	50	40

(3) Notwithstanding the provisions of Part I (D) (4) (a) above, N.A.A.F.I. shall be allowed to dispose of surplus goods or fixed assets under the same conditions as the British Service Authorities, and subject to import duty at the same inclusive flat *ad valorem* rate, except in the case of tobacco and spirituous liquors, on which import duty (if not previously paid) shall be paid at the actual current rates.

(4) Notwithstanding the provisions of paragraphs (1) and (2):—

- (a) If goods are sold to purchasers for immediate export, they shall be exempted from the payment of import duty, but shall be subject to prevailing export licence and exchange regulations.
- (b) No duty, dues or other charges shall be payable in respect of sales to the Government of the Republic of Egypt or its Agencies.

(5) The British Service Authorities or N.A.A.F.I., as the case may be, shall, as soon as possible, give notice to G.H.Q., Egyptian Army and to the Customs Administration of any sale referred to in paragraphs (1), (2), (3) and (4), including details of the goods and materials which it is proposed to sell. Such information will, normally, be given to G.H.Q., Egyptian Army three weeks, and to the Customs Administration not less than seven days, before the date fixed for the sale.

(6) The Egyptian Military Authorities shall have the option to purchase, at such price as may be agreed, any items the sale of which has been notified to them under paragraph (5) but the option shall be exercised not less than seven days before the date fixed for the sale.

CERTIFICATE "A"

The Director-General of Customs is requested to give instructions for the free entry of the goods shown on the attached statement.

ex s.s.....

Arrived at..... on the..... 19

It is hereby declared that all the goods above-mentioned are the exclusive property of the British Service Authorities, and that they are intended for the sole use of the British Forces.

Date.....

Signature of responsible officer
registered with Customs.

Office stamp.

CERTIFICATE " B "

For the refund of Customs dues paid by (a).....
on goods supplied to the British Service Authorities.

I certify that the under-mentioned goods have been supplied by.....
.....(b) for the sole use of the.....(c) during
the period..... and these will be found taken on charge by
Receipt Voucher No..... in the.....(d)
Account for.....(e).

The goods were imported via.....(f).

The Customs receipt for payment of Import dues is:—

No..... dated the19

- (a) Name of firm or person who paid the Customs dues.
- (b) Name of contractor supplying the goods.
- (c) Navy, Army or Air Force.
- (d) Name of Department or Depot.
- (e) Period of Account.
- (f) Name of Port.

.....
Signature of officer receiving
the goods.

Station.....

Appointment.....

Date.....

(Accounts Office Stamp).

CERTIFICATE " C "

I hereby declare that the..... marked.....
and bearing my address arrived by s.s..... from.....
contain only articles as per annexed list.

For my own use

For use of the..... } and not for sale, and that I am entitled to
exemption in accordance with the terms of the Appendix annexed to the Exchange
of Notes dated the 19th of October, 1954.

Date.....

.....
Signature of owner or responsible
officer.

Orderly room stamp.

No. 2 (a)

*Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign
Affairs*

*British Embassy,
Cairo, October 19, 1954.*

Your Excellency,

With reference to paragraph (a) (ii) of Article I of the provisions annexed
to your Excellency's Note of to-day's date concerning immunities to be
enjoyed by the British Forces during the period of their withdrawal from
Egypt, I have the honour to inform you that the following are the authorised
service organisations (other than the Navy, Army and Air Force Institutes).
mentioned in that paragraph:—

1. Combined Services Entertainment.
2. Army Kinema Corporation.
3. Royal Air Force Cinema Corporation.

4. Services Central Book Depot.
5. Forces Broadcasting Service.
6. British Red Cross and Order of St. John.
7. Soldiers', Sailors' and Airmen's Families Association (S.S.A.F.A.).
8. Council of Voluntary Welfare Organisations (C.V.W.O.) and their subsidiaries.
9. Soldiers' and Airmen's Scripture Readers' Association.
10. Forces Help Society and Lord Roberts' Workshops.

I avail, &c.

RALPH SKRINE STEPHENSON.

No. 2 (b)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date, with reference to paragraph (a) (ii) of Article I of the provisions annexed to my Note concerning immunities to be enjoyed by British Forces during the period of their withdrawal from Egypt, informing me that the following are the authorised service organisations (other than the Navy, Army and Air Force Institutes) mentioned in that paragraph:—

[As in 1-10 of No. 2 (a)]

I have taken due note of the above list.

I avail, &c.

MAHMOUD FAWZI.

No. 3 (a)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

With reference to Article 6 of the provisions annexed to my Note of to-day's date concerning immunities to be enjoyed by the British Forces during the period of their withdrawal from Egypt, I have the honour to recall that during the negotiations, which have just concluded, consideration was given to certain problems arising out of the possession in Egypt by members of the British Forces of private guns and motor vehicles on which customs duty had not been paid and motor vehicles not regularly licensed by the Egyptian Authorities, and that it was decided that there should be an amicable and final solution of those problems.

Accordingly, I have the honour to make the following proposals:—

A.—Uncustomed Private Guns and Motor Vehicles

(1) No fines or other penalties shall be exacted on account of the non-payment of Egyptian customs duty, dues or other charges, in respect of privately-owned guns and motor vehicles imported into Egypt by members of the British Forces since the 16th of October, 1951, provided that the owners comply with the provisions of paragraph (3).

(2) The British Service Authorities shall furnish to the Egyptian Customs Administration a list of the guns and vehicles referred to in the preceding sub-paragraph, with particulars of serial numbers or engine and chassis numbers, as appropriate, date of importation and the name of the owner.

(3) The owners of such guns or vehicles shall, within a period of three months from the date of signature of the Agreement, either pay customs duty, dues, and other charges, or deposit with the Egyptian Customs Administration a Banker's guarantee or other acceptable instrument in the sum of the duties, dues, and other charges applicable at the date of import.

(4) Re-export of such guns and vehicles from Egypt shall be permitted at any time up to the end of the period of withdrawal and, upon re-export of any such gun or vehicle, customs duty, dues and other charges shall, if paid, be refunded, or if not paid, the guarantee or other instrument referred to in sub-paragraph (3) above shall terminate.

B.—Licence Fees for Privately-Owned Motor Vehicles

(1) No fines or other penalties shall be exacted from members of the British Forces on account of non-payment since the 16th of October, 1951, of Egyptian licence fees in respect of privately-owned motor vehicles.

(2) The British Service Authorities shall furnish to the Egyptian Authorities a list of vehicles now requiring licences, together with the names of their owners. The Egyptian Authorities shall make special arrangements for the issue of licence plates for these vehicles effective from the date of this Note.

I have the honour to suggest that this Note and your Excellency's reply accepting the above-mentioned proposals shall constitute an agreement between the Government of the United Kingdom and the Government of the Republic of Egypt on the terms of those proposals.

I avail, &c.

MAHMOUD FAWZI.

No. 3 (b)

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

British Embassy,

Your Excellency,

Cairo, October 19, 1954.

I have the honour to acknowledge the receipt of your Excellency's Note of to-day's date recalling, with reference to Article 6 of the provisions concerning immunities to be enjoyed by the British Forces during the period of their withdrawal from Egypt, that, during the negotiations which have just concluded, consideration was given to certain problems arising out of the possession in Egypt by members of the British Forces of private guns and motor vehicles on which customs duty had not been paid and motor vehicles not regularly licensed by the Egyptian Authorities. Your Note also recalled that it was decided that there should be an amicable and final solution of those problems and, accordingly, made the following proposals:—

[As in A and B of No. 3 (a).]

I have the honour in accepting those proposals to confirm that your Excellency's Note, together with this Note in reply, shall constitute an agreement in that sense between the Government of the United Kingdom and the Government of the Republic of Egypt.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 4 (a)

*The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador
at Cairo*

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to inform your Excellency, with reference to Part I (D) (1) of the Appendix (Imports and Exports) to the provisions annexed to my Note of to-day's date concerning immunities to be enjoyed by the British Forces during the period of their withdrawal from Egypt, that, in addition to the exemption from import duty on beer imported by the Navy, Army and Air Force Institutes for sale to members of the British Forces, the Government of the Republic of Egypt consent to exemption from excise and other duties on beer produced in Egypt and purchased by the Navy, Army and Air Force Institutes for sale to members of the British Forces during the period of their withdrawal from Egypt.

Accordingly, I have the honour to propose that this Note, together with your Excellency's reply, shall constitute an agreement between our two Governments on the terms of that provision which shall come into force on this day's date, and shall remain in force for a period of twenty months.

I avail, &c.

MAHMOUD FAWZI.

No. 4 (b)

*Her Majesty's Ambassador at Cairo to the Egyptian Minister for
Foreign Affairs*

*British Embassy,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to acknowledge your Excellency's Note of to-day's date in the following terms:—

[As in No. 4 (a).]

I have the honour to inform you that the above-mentioned provision for exemption from excise duty is satisfactory to the Government of the United Kingdom and accordingly that your Note, together with this reply, shall constitute an agreement between our two Governments on the terms of that provision which shall come into force on this day's date and shall remain in force for a period of twenty months.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 5 (a)

*Her Majesty's Ambassador at Cairo to the Egyptian Minister for
Foreign Affairs*

*British Embassy,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to refer to the negotiations leading to the signature this day of the Agreement between the Government of the United Kingdom and the Government of the Republic of Egypt, and to place on record that, during the negotiations, the Egyptian Delegation stated that, in accordance with Egyptian law:—

(a) No Egyptian death duty will be payable on the property or estate outside Egypt of any British technician;

- (b) British technicians will not be prohibited from effecting policies of insurance with non-Egyptian Companies;
- (c) The chattels of British technicians will not be subject to compulsory acquisition;
- (d) British technicians will not be subject to Military or National Service.

The references to British technicians in the above sub-paragraphs are to those recruited outside Egypt.

I should be grateful for your Excellency's confirmation of the above-mentioned statements by the Egyptian Delegation.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 5 (b)

*The Egyptian Minister for Foreign Affairs to Her Majesty's
Ambassador at Cairo*

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date with reference to the negotiations, leading to the signature this day of the Agreement between our two Governments, placing on record that during the negotiations the Egyptian Delegation stated, with reference to British technicians recruited outside Egypt, that in accordance with Egyptian law:—

[As in (a), (b), (c) and (d) of No. 5 (a).]

I have the honour to confirm the above-mentioned statements by the Egyptian Delegation.

I avail, &c.

MAHMOUD FAWZI.

No. 6 (a)

*Her Majesty's Ambassador at Cairo to the Egyptian Minister for
Foreign Affairs*

*British Embassy,
Cairo, October 19, 1954.*

Your Excellency,

With reference to Annex II to the Agreement signed this day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Egypt, I have the honour to call your attention to the special nature of the installations and, in particular, the workshops to be maintained and operated in the Base, referred to in the Agreement. As you know these installations, including the workshops, being required for a special purpose, are not necessarily built in all respects in accordance with normal factory specifications or standards.

Accordingly it is the understanding of the Government of the United Kingdom that, having regard to those circumstances, the Egyptian laws relating to public health and public safety and for the protection of workers will be applied in a manner that will not hamper the operation of the workshops and other installations. These laws include in particular Law No. 13 of the 28th of August, 1904, and various related laws, and Article 26 of the Individual Contract of Service Law No. 317 of 1952.

I have the honour to request your confirmation that the above-mentioned understanding is also that of the Government of the Republic of Egypt.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 6 (b)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date, with reference to Annex II to the Agreement signed this day between our two Governments, in which you state that, having regard to the circumstances mentioned in your Note, it is the understanding of the Government of the United Kingdom that the Egyptian laws relating to public health and public safety and for the protection of workers (including certain specified laws) will be applied in a manner that will not hamper the operation of the workshops and other installations to be maintained and operated in the Base.

I have the honour to confirm that the above-mentioned understanding is also that of the Government of the Republic of Egypt.

I avail, &c.

MAHMOUD FAWZI.

No. 7 (a)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to inform your Excellency that the Government of the Republic of Egypt have nominated the Shell Company of Egypt to operate and maintain the pipeline system running from Suez to Cairo under a management contract valid for seven years, the terms of which have been agreed and initialled in outline and which will be elaborated and concluded without delay.

I avail, &c.

MAHMOUD FAWZI.

No. 7 (b)

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

*British Embassy,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date in which you were so good as to inform me that the Government of the Republic of Egypt had nominated the Shell Company of Egypt to operate and maintain the pipeline system running from Suez to Cairo under a management contract valid for seven years, the terms of which have been agreed and initialled in outline and which will be elaborated and concluded without delay.

I have the honour to inform you that the Government of the United Kingdom will transfer to the Government of the Republic of Egypt, without payment, the ownership and possession of the installations listed in the enclosure to this Note. The transfer will take place not later than the conclusion of the contract to which you refer.

I avail, &c.

RALPH SKRINE STEVENSON.

THE AGRUD INSTALLATION AND THE SUEZ-CAIRO PIPELINE SYSTEM

The Installation and Pipeline System to be handed over consist of the following:—

1. The Agrud Installation situated in the desert to the south and north of the Suez-Cairo road some 20 kms. from Suez, consisting of several sites fenced, unfenced and partly fenced, and comprising:—

(a) 18 buried tanks—

6 of 1,290 cubic metres safe capacity.
2 of 5,300 cubic metres safe capacity.
10 of 7,960 cubic metres safe capacity.

Total 97,940 cubic metres safe capacity.

all situated south of the Suez-Cairo road.

- (b) Pipelines connecting the tanks (item 1 (a)) to the Cairo pumphouse (item 1 (i)) and to the Suez-Agrud pipeline (item 2 (a)).
- (c) Inter-tank transfer pump.
- (d) Pipelines connecting the tanks to the Road Tank Lorry filling area (item 1 (g)).
- (e) Pipelines extending from the Road Tank Lorry filling area to the container filling area (item 1 (h)).
- (f) Pumps, both electric and engine-driven, for pumping products to the road filling area situated in "A" pumphouse, "W" pumphouse, "W" booster pumphouse and Aviation Turbine Fuel pumphouse, together with generator set situated in "A" generator-house, providing supply of electricity to "A" pumphouse, &c.
- (g) Road Tank Lorry filling area situated north of Suez-Cairo road and adjacent thereto, together with water separators and lorry filling headers.
- (h) Container filling area situated north of Suez-Cairo road and adjacent to Suez-Cairo railway.
- (i) The Cairo Pumphouse Complex at Agrud consisting of a pumphouse containing operating office, 3 diesel engine-driven pumps, electricity generating plant and auxiliaries and also fuel tanks for the above plant situated adjacent to the pumphouse.
- (j) Ancillary buildings at Agrud consisting of workshops, garage, stores buildings, pumphouses, main offices, latrines, staff and labour accommodation and amenities, medical clinic, &c.
- (k) Service facilities consisting of—
- (i) electric cables connecting the generating plant in the Cairo pumphouse to buildings in 1 (j), &c.;
 - (ii) water supply system such as is exclusively supplying Suez booster stations and Agrud Installation and staff and labour residential area;
 - (iii) a War Department-owned telephone apparatus and lines within the Agrud Installation and staff and labour residential area and the Suez booster stations and such War Department lines as may connect the above to the Suez Exchange.
- (l) Movable items comprising all War Department-owned office equipment, furniture, small tools, portable plant, tentage, bedding, &c., that exist at Agrud Installation and staff and labour residential area

and remain essential to the operation of the pipeline system defined below and to the accommodation and amenities of residential staff and labour.

(m) Fire station situated north of Cairo-Suez road adjacent to Road Tank Lorry filling area.

2. The Suez-Cairo Pipeline System comprising:—

(a) Suez-Agrud section consisting of 2—12" lines known as the "A" and "W" Lines. Each approximately 20 kms. in length running from Berth 6 in the Petroleum Basin at Suez to the valves at the first tees within the Agrud Installation.

This section includes 2 booster stations known as the "A" and "W" Pumphouses each comprising a Balance Tank, Diesel Engine, Pump and auxiliaries.

(b) Agrud-Cairo section consisting of approximately 120 kms. of 6" (nominal) line from the Cairo Pumphouse at Agrud (item 1 (i)) to the Terminal tankage at Ghamra (item 2 (c)).

This section includes one booster station, known as the Kilo 59 booster station, comprising 3 diesel-driven pumps and auxiliaries together with all buildings and all furniture, equipment, &c., essential to the operation of the station and the accommodation of the resident staff and labour.

(c) War Department Property at Ghamra Terminal consisting of:—

(i) Tankage consisting of two tanks Nos. 3 and 4 of 2370 and 50 cubic metres capacity respectively.

(ii) Internal pipelines.

(iii) Buildings, pump sets, furniture, &c.

(iv) External pipelines leading to oil companies' installations and rail tank wagon filling siding.

Items (i), (ii) and (iii) are situated on land owned by and remaining the property of The Shell Company of Egypt, Ltd.

3. Stores for the Agrud Installation and the Suez-Cairo pipeline system, consisting principally of spare parts as normally held at Agrud for the carrying out of emergency repairs, including such items as lengths of pipeline, one spare engine for the Suez-Cairo pumphouse, and additional spare parts for the pump sets.

No. 8 (a)

*The Egyptian Minister for Foreign Affairs to Her Majesty's
Ambassador at Cairo*

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to inform your Excellency, with reference to Article 7 of the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt, that—

(1) Applications for clearance of notified flights of aircraft under Royal Air Force control will be dealt with through operational channels.

Requests for the clearance of such notified flights shall be made through operational channels normally at least 24 hours in advance. A reply to any such request shall be sent through the same operational channels within 24 hours of receipt of the request. Scheduled flights shall be notified as far in advance as possible; and

(2) Abu Sueir airfield and Fanara flying-boat station, together with such airfield services as may be handed over therein, will be maintained in efficient working order and capable of immediate use in accordance with the provisions of Article 3 of the Agreement.

(3) The services provided in respect of the landing, parking, housing and take-off of aircraft under Royal Air Force control will be charged for at the inclusive flat rate of £E. 10 per aircraft.

I avail, &c.

MAHMOUD FAWZI.

No. 8 (b)

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

British Embassy,

Cairo, October 19, 1954.

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date informing me, with reference to Article 7 of the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt, that—

[As in (1), (2) and (3) of No. 8 (a).]

I note these arrangements with satisfaction.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 9 (a)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

Ministry of Foreign Affairs,

Cairo, October 19, 1954.

Your Excellency,

With reference to the Agreement signed this day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Egypt, I have the honour to make the following proposals with respect to the application of Egyptian exchange control regulations to contractors and their British technicians engaged for the purposes of the Agreement:—

1. The contractors referred to in Annex II to the Agreement may open with banks in Egypt accounts which shall be designated "Sterling Area non-resident accounts."
2. These accounts may be credited with:—
 - (a) funds remitted to Egypt from the Sterling Area;
 - (b) transfers from other Sterling Area non-resident accounts held in Egypt;
 - (c) the contractors' receipts in respect of:—
 - (i) sales of property of the Government of the United Kingdom falling in the categories of surplus stores, equipment and fixed assets in so far as the receipts therefrom qualify for sterling releases under the arrangements referred to in paragraph 4 and subject to the provisions of paragraph 5;
 - (ii) services rendered in the Base to the Egyptian authorities.
 - (d) such other sums as may be agreed by the Egyptian authorities.

3. The accounts may be debited with:—
 - (a) any payments to residents in Egypt;
 - (b) transfers to other Sterling Area non-resident accounts held in Egypt;
 - (c) direct remittances to the Sterling Area;
 - (d) such other payments as may be agreed by the Egyptian authorities.
4. Sales by the contractors of property of the Government of the United Kingdom falling in the categories of surplus stores, equipment, or fixed assets shall be regarded as equivalent to sales by the Government of the United Kingdom for the purposes of the Sterling Releases Agreement of 1951,⁽⁴⁾ which provides that, subject to the limitation in Article 3 (3) of that Agreement, releases from the No. 2 Account to the No. 1 Account of the National Bank of Egypt shall be made in respect of such sales.
5. When the total of the receipts from the sales of property of the Government of the United Kingdom falling in the categories of surplus stores, equipment and fixed assets exceeds £5 million, calculated from the date of the Agreement signed this day, any receipts in excess of £5 million, shall be paid into the contractors' resident accounts except that, if in respect of such receipts in excess of £5 million, releases (which shall be subject to agreement with the Government of the Republic of Egypt) from the No. 2 Account to the No. 1 Account of the National Bank of Egypt are made under the Sterling Releases Agreement of 1951, the receipts shall then be paid into the contractors' non-resident accounts.
6. British technicians recruited outside Egypt, who are employed by the contractors, shall be permitted:—
 - (a) to transfer to the Sterling Area 50 per cent. of their earnings in any one year; and
 - (b) to transfer their reasonable savings at the end of their period of service.
7. The British technicians shall also be exempt from any obligation to transfer to Egypt their foreign exchange balances.
8. All transfers of currencies for the above-mentioned purposes by contractors or British technicians shall be at the current official rates of exchange.
9. The contractors' receipts in respect of services rendered outside the Base to the Egyptian authorities will be dealt with in accordance with prevailing Exchange Control Regulations.

I have the honour to suggest that this Note and your Excellency's reply accepting the above-mentioned proposals shall constitute an agreement between our two Governments on the terms of those proposals which shall come into force on this day's date and shall remain in force for a period of seven years.

I avail, &c.
 MAHMOUD FAWZI.

(4) "Treaty Series No. 67 (1951)," Cmd. 8336.

No. 9 (b)

*Her Majesty's Ambassador at Cairo to the Egyptian Minister for
Foreign Affairs*

British Embassy,

Your Excellency,

Cairo, October 19, 1954.

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date, with reference to the Agreement signed this day between our two Governments in which you made the following proposals with respect to the application of Egyptian Exchange Control Regulations to contractors and their British technicians engaged for the purposes of the Agreement:—

[As in paragraphs 1 to 9 of No. 9 (a)]

I have the honour in accepting these proposals to confirm that your Excellency's Note, together with this Note in reply, shall constitute an agreement in that sense between our two Governments which shall come into force on this day's date and shall remain in force for a period of seven years.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 10 (a)

*Her Majesty's Ambassador at Cairo to the Egyptian Minister for
Foreign Affairs*

British Embassy,

Your Excellency,

Cairo, October 19, 1954.

I have the honour to refer to the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt and to the negotiations leading thereto, and to propose a waiver of claims between the two Governments in the following terms:—

1.—(a) The two Contracting Governments waive all financial claims against one another outstanding at the date of signature of the Agreement:—

- (i) arising out of the interpretation or application of the 1936 Treaty of Alliance and the related documents mentioned in Article 2 of the Agreement;
- (ii) arising out of or occasioned by the presence of British troops in Egypt;
- (iii) in respect of services rendered and goods or property sold or transferred; and
- (iv) for customs duties, dues or any other taxes.

(b) The waiver mentioned in sub-paragraph (a) extends to all such claims by one Government or any of their agencies against the other or any of their agencies but does not extend to any claims by or on behalf of Egyptian or British nationals, including both individuals and companies, or any claims against such nationals.

2.—(a) The above-mentioned waiver is intended to cover the claims listed in the final report of the Claims Sub-Committee, dated the 3rd of October, 1954, and similar claims within the limits of the waiver.

(b) The expression "agencies," as used in this Note, includes such organisations as the Navy, Army and Air Force Institutes, the Egyptian State Railways and the Egyptian State Telegraphs and Telephone Services.

(c) The waiver does not apply:—

- (i) to agreed debts which fall due for payment after the signature of the Agreement;
- (ii) to increased rates on the Egyptian State Railways which will be paid, with effect from the 1st of November, 1952, in accordance with the terms agreed between our respective Delegations during the negotiations;
- (iii) any payment due for goods or other property sold by or on behalf of the Government of the United Kingdom or any of their agencies to the Government of the Republic of Egypt or any of their agencies, after the 31st of August, 1954; or
- (iv) any customs duties, excise duty on imported goods or other dues payable in respect of any goods or property sold in Egypt by the Government of the United Kingdom or any of their agencies after the 31st of August, 1954.

Accordingly, I have the honour to suggest that if the above-mentioned proposal is acceptable to the Government of the Republic of Egypt, this Note, together with your Excellency's reply to that effect shall constitute an agreement between our two Governments on the terms of that proposal which shall come into force on this day's date.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 10 (b)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date referring to the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt and the negotiations leading thereto, and proposing a waiver of claims between the two Governments in the following terms:—

[As in sub-paragraphs 1 and 2 of No. 10 (a)]

I have the honour to inform your Excellency that the above-mentioned proposal is acceptable to the Government of the Republic of Egypt and, accordingly, that your Note, together with this reply, shall constitute an agreement between our two Governments on the terms of that proposal which shall come into force on this day's date.

I avail, &c.

MAHMOUD FAWZI.

No. 11 (a)

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

British Embassy.

Cairo, October 19, 1954.

Your Excellency,

I have the honour to inform your Excellency, with reference to the Note of to-day's date exchanged between us concerning the waiver of claims, that it is the understanding of the Government of the United Kingdom that the

waiver extends to all claims (private or governmental) arising in connexion with the death or injury, since the 16th of October, 1951, of (a) British Service personnel and other Government employees, and (b) employees of the Government of the Republic of Egypt.

I should be grateful if your Excellency would confirm that the above-mentioned understanding is also that of the Government of the Republic of Egypt.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 11 (b)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date informing me, with reference to the Notes exchanged between us concerning the waiver of claims, that it is the understanding of the Government of the United Kingdom that the waiver extends to all claims (private or governmental) arising in connexion with the death or injury, since the 16th of October, 1951, of (a) British Service personnel and other Government employees, and (b) employees of the Government of the Republic of Egypt.

I have the honour to confirm that the above-mentioned understanding is also that of the Government of the Republic of Egypt.

I avail, &c.

MAHMOUD FAWZI.

No. 12 (a)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

Ministry of Foreign Affairs,

Cairo, October 19, 1954.

Your Excellency,

I have the honour, with reference to the matter of the claims of the British officials dismissed simultaneously at the end of 1951 to inform your Excellency that the Government of the Republic of Egypt have decided to set up forthwith an Egyptian Commission which will be charged with the assessment of the reparation, which they could have obtained in a Court of Law. The fact that they did not exercise their recourse to the Egyptian Courts within the delay specified in the law shall not be a bar to their right to reparation.

Further, it has been decided that the British Officials shall be entitled to present their claims to the Commission personally or by representatives, either orally or in writing. Egyptian nationals shall equally have the same right in connexion with the application of paragraph 3 of the Annex to the Exchange of Notes of to-day's date concerning the immunities of the British Forces during the period of withdrawal.

I avail, &c.

MAHMOUD FAWZI.

No. 12 (b)

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

British Embassy,

Cairo, October 19, 1954.

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-days date which reads as follows:—

[As in No. 12 (a).]

I note with satisfaction the above-mentioned decisions of the Government of the Republic of Egypt and have the honour to confirm that Egyptian nationals shall have the right mentioned in paragraph 2 of your Note.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 13 (a)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

Ministry of Foreign Affairs,

Cairo, October 19, 1954.

Your Excellency,

With reference to the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt, I have the honour to inform your Excellency that the Government of the United Kingdom may employ not more than ten civilian officials of supervisory grade to exercise financial supervision and control over the civilian contractors in the Base provided that these officials are attached to Her Majesty's Consulate at Ismailia.

I also have the honour, with reference to paragraph 9 of Part A of Annex II to the Agreement, to confirm our understanding that the personnel referred to therein and attached to Her Majesty's Embassy for the purpose of paying visits of inspection to the installations in the Base, shall wear civilian clothes.

I should be grateful for your Excellency's confirmation that the above-mentioned arrangements are acceptable to the Government of the United Kingdom.

I avail, &c.

MAHMOUD FAWZI.

No. 13 (b)

Her Majesty Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

British Embassy,

Cairo, October 19, 1954.

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date, with reference to the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt, informing me that the Government of the United Kingdom may employ not more than ten civilian officials of supervisory grade to exercise financial supervision and control over the civilian contractors in the Base provided that these officials are attached to Her Majesty's Consulate at Ismailia.

In your Note you also confirmed, with reference to paragraph 9 of Part A of Annex II to the Agreement, our understanding that the personnel referred

to therein as being attached to Her Majesty's Embassy in Cairo for the purpose of paying visits of inspection to the installations in the Base, shall wear civilian clothes.

I have the honour to confirm that the above-mentioned arrangements are acceptable to the Government of the United Kingdom.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 14 (a)

*The Egyptian Minister for Foreign Affairs to Her Majesty's
Ambassador at Cairo*

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to convey to your Excellency for your information, with reference to Article 7 of the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt, that the Government of the Republic of Egypt will instruct their competent authorities to:—

- (a) provide at Abu Sueir airfield and at Fanara flying-boat station customs and immigration facilities for the control of the procedure of entry into and exit from these airfields; and
- (b) provide technical and domestic accommodation at the same places.

I avail, &c.

MAHMOUD FAWZI.

No. 14 (b)

*Her Majesty's Ambassador at Cairo to the Egyptian Minister for
Foreign Affairs*

*British Embassy,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date, with reference to Article 7 of the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt, informing me that the Government of the Republic of Egypt will instruct their competent authorities to:—

[As in (a) and (b) of No. 14 (a).]

I avail, &c.

RALPH SKRINE STEVENSON.

No. 15 (a)

*The Egyptian Minister for Foreign Affairs to Her Majesty's
Ambassador at Cairo*

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

With reference to Article 13 of the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt, I have the honour to request that your Excellency will confirm the understanding reached between us that the instruments of ratification of the above-mentioned Agreement shall be exchanged in Cairo not later than fifty days from the date of signature of that Agreement.

I avail, &c.

MAHMOUD FAWZI.

No. 15 (b)

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

*British Embassy,
Cairo, October 19, 1954.*

Your Excellency,

With reference to your Excellency's Note of to-day's date, I have the honour to confirm the understanding reached between us that the instruments of ratification of the Agreement signed this day between the Government of the United Kingdom and the Government of the Republic of Egypt shall be exchanged in Cairo not later than fifty days from the date of signature of that Agreement.

I avail, &c.
RALPH SKRINE STEVENSON.

No. 16 (a)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

*Ministry of Foreign Affairs,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to inform your Excellency that the Government of the Republic of Egypt are willing to arrange for the provision of refuelling facilities for ships of the Royal Navy following the transfer to the Government of the Republic of Egypt of the oil installations at Port Said at present owned by the Government of the United Kingdom.

To this end, the Government of the Republic of Egypt intend to lease the above-mentioned installations to the Shell Company of Egypt for a period of not less than 7 years from the date upon which ownership of the installations is transferred to them.

I avail, &c.
MAHMOUD FAWZI.

No. 16 (b)

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

*British Embassy,
Cairo, October 19, 1954.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date informing me that the Government of the Republic of Egypt are willing to arrange for the provision of refuelling facilities for ships of the Royal Navy following the transfer to the Government of the Republic of Egypt of the oil installations at Port Said at present owned by the Government of the United Kingdom.

I note that the Government of the Republic of Egypt intend, to this end, to lease the above-mentioned installations to the Shell Company of Egypt for a period of not less than 7 years from the date upon which ownership of the installations is transferred to them.

I accordingly have the honour to inform you that the Government of the United Kingdom will transfer ownership of the above-mentioned installations to the Government of the Republic of Egypt without charge, upon conclusion of a satisfactory contract of lease, between the Government of the Republic of Egypt and the Company. Details of the installations concerned will be furnished at the first opportunity.

Your Excellency is aware that the installations are situated upon a site leased from the Suez Maritime Canal Company, and it will be for the Government of the Republic of Egypt to arrange with that Company for the use of the site for the installations when transferred to their ownership.

I avail, &c.

RALPH SKRINE STEVENSON.

No. 17

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

British Embassy,

Cairo, October 19, 1954.

Your Excellency,

I have the honour to inform your Excellency that the engineering material mentioned in the attached list will be handed over to the Government of the Republic of Egypt, without payment, within twenty months of the signature of the Agreement signed this day between our two Governments. Details of the hand-over will be arranged between the appropriate Egyptian and British authorities.

I avail, &c.

RALPH SKRINE STEVENSON.

LIST OF EQUIPMENT TO BE TRANSFERRED TO THE EGYPTIAN GOVERNMENT

<i>Item</i>	<i>Quantity</i>
<i>Telephone Equipment—</i>	
Creosoted Poles	Approx. 50.
Stay Blocks	A few, assorted sizes.
Scrap Rail	Quantity to be agreed, within availability in Egypt.
Wires, various types	Approx. 2 tons.
Cables, various specifications	Approx. 10,000 yards.
<i>Railway Material—</i>	
Angle Channels, T-Beams	Approx. 2,000 tons, assorted.
Pig Iron	10 tons.
White Metal	10 cwt.
Tool Steel	10 cwt.
Tyres, Railway	300 tons.
Boiler Copper, Copper and Steel Pipes	50 tons.
Railway Wagons	871
Locomotives, Main Line, 2-8-0	6
Locomotives, Steam, Shunting	7
Locomotives, Diesel, Shunting, 350 h.p.	5
Spares for Locomotives and Diesel Engines	Approx. £10,000 value

<i>Item</i>	<i>Quantity</i>
<i>Electrical Material—</i>	
Circuit Breakers, Miscellaneous	
Voltages	Approx. £12,000 value.
Transformers	Approx. 100.
<i>Vessels and Stores—</i>	
Mud Hopper	1
Motor Fishing Vessel	1
General Purpose Launches	22
Boat Stores	150 tons.

No. 18 (a)

The Egyptian Minister for Foreign Affairs to Her Majesty's Ambassador at Cairo

*Ministry of Foreign Affairs,
Cairo, February 19, 1955.*

Your Excellency.

With reference to the Agreement signed in Cairo on the 19th of October, 1954, between the Government of the Republic of Egypt and the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honour to inform you that the Treaty of Joint Defence between Arab League States mentioned in Articles 4, 6 and 7 of the said Agreement was initialled in Cairo on the 13th of April, 1950, and signed in Alexandria on the 17th of June, 1950.

I avail, &c.
M. FAWZI.

No. 18 (b)

Her Majesty's Ambassador at Cairo to the Egyptian Minister for Foreign Affairs

*British Embassy,
Cairo, February 19, 1955.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date informing me, with reference to the Agreement signed in Cairo on the 19th of October, 1954, between the Government of the Republic of Egypt and the Government of the United Kingdom of Great Britain and Northern Ireland, that the Treaty of Joint Defence between Arab League States mentioned in Articles 4, 6 and 7 of the said Agreement was initialled in Cairo on the 13th of April, 1950, and signed in Alexandria on the 17th of June, 1950.

I avail, &c..
RALPH SKRINE STEVENSON.

Agreed Minute

At the time of signature of the Agreement between the Government of the United Kingdom and the Government of the Republic of Egypt, the United Kingdom and Egyptian Delegations wish to record the following points of interpretation of the Agreement upon which they are agreed:—

- (1) By the provision that British Forces shall withdraw immediately upon the cessation of hostilities contained in Article 5 of the Agreement, the two Contracting Governments understand that the withdrawal will begin as soon as hostilities cease and that the withdrawal of forces, together with any material in excess of the level of supplies referred to in Article 9, will be completed without any delay.
- (2) The expression "outside Power" as used in Articles 4 and 6 of the Agreement means any country other than (i) the countries referred to in those Articles and (ii) Israel.

Signed at Cairo, this nineteenth day of October, 1954, in duplicate.

RALPH SKRINE STEVENSON. MAHMOUD FAWZI.

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