Appendix I

DRAFT ANGLO-EGYPTIAN TREATY AND ACCOMPANYING PROTOCOLS
25 October 1946

Art. 1. The Treaty of Alliance signed in London on 26th August, 1936, together with the Agreed Minute, notes and the Convention of 26th August, 1936, concerning immunities and privileges which accompanied the said Treaty, shall cease to have effect upon the entry into force of the present Treaty.

Art. 2. The High Contracting Parties agree that in the event of Egypt becoming the object of armed aggression or in the event of the United Kingdom becoming involved in war as the result of armed aggression against countries adjacent to Egypt, they shall take, in close co-operation and as a result of consultation, such action as may be recognised as necessary until the Security Council has taken the necessary measures for the re-establishment of peace.

Art. 3. In order to ensure the mutual co-operation and assistance of the High Contracting Parties, and in order to permit of the effective co-ordination of the measures to be taken for their mutual defence, the High Contracting Parties agree to establish a joint Board of Defence composed of the competent military authorities of the two Governments, assisted by such other representatives as the two Governments shall appoint.

The Board is an advisory body whose functions are to study, with a view to proposing to the two Governments the measures

to be taken, problems concerning the mutual defence of the High Contracting Parties by land, sea and air, including questions of material and personnel connected therewith and, in particular, the technical requirements of their co-operation and the steps to be taken to enable the armed forces of the High Contracting Parties to be in a position effectively to resist aggression.

The Board shall meet as often as may be necessary in order to carry out these functions. If need arises, the Board shall also examine, on the invitation of, and on the information supplied by, the two Governments, the military repercussions of the international situation, and, in particular, of all events which may threaten the security of the Middle East, and shall make in this respect suitable recommendations to the two Governments, who, in the case of events threatening the security of any one of the neighbouring countries of Egypt, will consult together in order to take in agreement such measures as may be recognised as necessary.

Art. 4. The High Contracting Parties undertake not to conclude any alliance and not to take part in any coalition directed against one of them.

Art. 5. Nothing in the present Treaty can in any way prejudice the rights and obligations which devolve, or may devolve, upon one or other of the High Contracting Parties under the Charter of the United Nations.

Art. 6. The High Contracting Parties agree that any difference on the subject of the application or interpretation
of the provisions of the present Treaty, which they are unable to settle by direct negotiation, shall be determined in accordance with the provisions of the Charter of the United Nations, having due regard to the declarations made by both High Contracting Parties under Article 36 (2) of the Statute of the International Court.

Art. 7. The present Treaty is subject to ratification. Ratifications shall be exchanged in Cairo as soon as possible. The Treaty shall come into force on the date of the exchange of ratifications. The present Treaty shall remain in force for a period of twenty years from the date of its coming into force and thereafter it shall remain force until the expiry of one year after a notice of termination has been given by one High Contracting Party to the other through the diplomatic channel.

DRAFT SUDAN PROTOCOL

The policy which the High Contracting Parties undertake to follow in the Sudan within the framework of the unity between the Sudan and Egypt under the common Crown of Egypt will have for its essential objectives to assure the well-being of the Sudanese, the development of their interests and their active preparation for self-government and consequently the exercise of the right to choose the future status of the Sudan. Until the High Contracting Parties can in full common agreement realise this latter objective after consultation with the Sudanese, the Agreement of 1899 will continue and Article 11 of the Treaty of
1936, together with its Annex and paragraphs 14 to 16 of the Agreed Minute annexed to the same Treaty, will remain in force notwithstanding the first Article of the present Treaty.

DRAFT EVACUATION PROTOCOL

The High Contracting Parties agree that the complete evacuation of Egyptian territory (Egypt) by the British Forces shall be completed by 1st September, 1949.

The towns of Cairo and Alexandria and the Delta shall be evacuated by 31st March, 1947. The evacuation of the remainder of the country shall proceed continuously during the period ending at the date specified in the first paragraph above.

The provisions of the Convention of 26th August, 1936, concerning immunities and privileges will continue provisionally to be applied to the British Forces during the period of their withdrawal from Egypt. Such amendment of the agreement as may be necessary in view of the fact that British troops will after 31st March, 1947, be withdrawn from the Delta and the two cities shall be settled by a subsequent agreement between the two Governments to be negotiated before this date.
Appendix II

DRAFT DECREES-LAWS (1)

I

A draft decree-law abrogating the 1936 Treaty and its Annexes, and the Condominium Agreements of January 19 and July 10, 1899, regarding the administration of The Sudan.

We Farouk I King of Egypt.

Upon what has been submitted to us by the Council of Ministers.

We order the following:

The following draft law is to be submitted in Our name to Parliament:

Article I. - Law No. 80, 1936, ratifying the Treaty of Friendship and Alliance between Egypt and Great Britain and which was signed in London on August 26, 1936, shall be rescinded. Thus, the provisions of this Treaty and the agreement attached thereto concerning exemptions and privileges enjoyed by the British Forces stationed in the Kingdom of Egypt, as well as the provisions of the Condominium Agreements of January 19 and July 10, 1899, regarding the administration of The Sudan shall cease to be operative.

Article II. - Law No. 13 and Law No. 24, 1941, relative to exemptions and privileges referred to in the preceding Article are abrogated.

1 Ministry of Foreign Affairs (Egypt), Records of Conversations, Notes and Papers Exchanged between the Royal Egyptian Government and the United Kingdom Government (March 1950 - November 1951) (Cairo, 1951), pp. 171-175.
Article III. - Our Ministers are hereby charged with the execution of this law, each in so far as he is concerned and with taking the necessary measures in this respect.

It will become operative as from the date of its publication in the "Journal Officiel".

Issued at Montazah Palace on Al-Moharram 6, 1371 (October 7, 1951).

FAROUK

II

A draft decree-law inviting Parliament to amend the Constitution to decide the constitutional position of The Sudan and to define the title of the King.

We Farouk I King of Egypt.

After taking cognisance of Royal Decree No. 42, 1923, setting up a constitutional regime for the Egyptian state and of Articles 156 and 157 of the Constitution; and upon what has been submitted to us by the Council of Ministers.

We order the following:-

Article I. - Parliament is invited to consider amending Articles 159 and 160 of the Constitution to decide the constitutional position of The Sudan and to define the title of the King.

Article II. - The President of our Council of Ministers is hereby charged with the execution of this decree.
III

A draft decree-law providing that the King shall be titled King of Egypt and The Sudan.

We Farouk I King of Egypt.

After taking cognisance of Royal Decree No. 42, 1923, setting up a constitutional regime for the Egyptian State; of Articles 156 and 157 of the Constitution; of the decree issued on October 7, 1951, proposing the amendment of some provisions of the Constitution; and of the two decisions of Parliament approving the necessity of such amendment and the subject matter thereof.

We order the following:

The following draft law is to be submitted in Our name to Parliament:

Article I. - Article 159 of the Constitution shall be cancelled and the following substituted:

The provisions of this Constitution shall apply to all the Egyptian Kingdom. Although Egypt and The Sudan are one nation, the regime of rule in The Sudan shall be defined by a special law.

Article II. - Article 160 of the Constitution shall be cancelled and the following substituted:

"The King shall be titled King of Egypt and the Sudan."

Article III. - The President of the Council of Ministers and the Minister of Justice are hereby charged with the execution of this law which will become operative as from the date of its publication in the "Journal Officiel".
IV

A draft decree-law providing that The Sudan shall have a special Constitution to be drawn up by a Constituent Assembly representing the inhabitants of The Sudan.

We Farouk I, King of Egypt and The Sudan.

After taking cognisance of Law No. 1951, abrogating the Treaty of August 26, 1936, and its annexes and also abrogating the Condominium Agreements of January 19 and July 10, 1899, concerning the administration of The Sudan and also after taking cognisance of Article 159 of Royal Order No. 42, 1923, setting up a constitutional regime for the State of Egypt, amended by Law No. 1951.

And upon what has been submitted to us by the Council of Ministers.

We order the following:

The following draft law is to be submitted in Our name to Parliament:

Article I. - The Sudan shall have a special Constitution to be drawn up by a Constituent Assembly representing the inhabitants of The Sudan and shall be enforced as soon as sanctioned and promulgated by the King. The Constituent Assembly will also draw up an electoral law to become operative in The Sudan after its ratification and promulgation.

Article II. - The rules and procedures of the Constituent Assembly shall be defined in a decree.

Article III. - The Constitution referred to in Article I shall contain the following fundamental rules:

a) The establishment of democratic and representative rule
in the country, whether the representative body consists of one Chamber or two. One of the two Chambers at least shall be entirely elective.

The King's prerogative to dissolve the representative body or the elected Chamber only, if the representative body is composed of two Chambers, a new general election shall be held within a short interval of time to ensure the continuance of parliamentary control over the executive authority.

b) The separation of the legislative, executive and judicial authorities.

c) The establishment of a Council of Ministers composed of Sudanese. The King ruling through his Ministers and having the right to appoint and dismiss his Ministers. The Ministers being jointly responsible to Parliament or to the elected Chamber, at least for the general policy of the Cabinet and each for his Ministry.

d) The participation of the representative body with the King in practising the legislative authority including the introduction of legislation. Issuing of laws to be subject to approval by Parliament and sanction by the King.

The prior approval by the representative body of the levying of new taxes, their modification or abolition, floating of loans and the annual budget.

e) The guarantee of the independence of the judiciary authorities at all levels.

f) The guarantee within the limits of the law of the rights of individuals, public and personal liberties, liberty of belief, freedom of opinion, liberty of the Press, liberty of meetings and of association.
Article IV. - As an exception to the provisions of the preceding Articles, Foreign Affairs and matters of Defence, the Army and Currency, shall be exercised by the King throughout the country within the limits of Royal Order No. 42, 1923, establishing a constitutional government in the State of Egypt.

Article V. - The President of our Council of Ministers is hereby charged with the execution of this law.
Appendix III

AGREEMENT ON SELF-GOVERNMENT AND SELF-DETERMINATION FOR THE SUDAN: BRITAIN AND EGYPT
12 February 1953 (1)

Art. I. In order to enable the Sudanese people to exercise Self-Determination in a free and neutral atmosphere, a transitional period providing full self-government for the Sudanese shall begin on the day specified in Article 9 below.

Art. 2. The transitional period, being a preparation for the effective termination of the dual Administration, shall be considered as a liquidation of that Administration. During the transitional period the sovereignty of the Sudan shall be kept in reserve for the Sudanese until Self-Determination is achieved.

Art. 3. The Governor-General shall, during the transitional period, be the supreme constitutional authority within the Sudan. He shall exercise his powers as set out in the Self-Government Statute with the aid of a five-member Commission, to be called the Governor-General's Commission, whose powers are laid down in the terms of reference in Annex I to the present Agreement.

Art. 4. This Commission shall consist of two Sudanese proposed by the two contracting Governments in agreement, one Egyptian citizen, one citizen of the United Kingdom and one Pakistani citizen, each to be proposed by his respective Government. The appointment of the two Sudanese members shall be

subject to the subsequent approval of the Sudanese Parliament when it is elected, and the Parliament shall be entitled to nominate alternative candidates in case of disapproval. The Commission hereby set up will be formally appointed by Egyptian Government decree.

Art. 5. The two contracting Governments agree that, it being a fundamental principle of their common policy to maintain the unity of the Sudan as a single territory, the special powers which are vested in the Governor-General by Article 100 of the Self-Government Statute shall not be exercised in any manner which is in conflict with that policy.

Art. 6. The Governor-General shall remain directly responsible to the two contracting Governments as regards:

(a) external affairs;

(b) any change requested by the Sudanese Parliament under Article 101 (1) of the Statute for Self-Government as regards any part of the Statute;

(c) any resolution passed by the Commission which he regards as inconsistent with his responsibilities. In this case he will inform the two contracting Governments, each of which must give an answer within one month of the date of formal notice. The Commission's resolutions shall stand unless the two Governments agree to the contrary.

Art. 7. There shall be constituted a Mixed Electoral Commission of seven members. These shall be three Sudanese appointed by the Governor-General with the approval of his Commission, one Egyptian citizen, one citizen of the United
Kingdom, one citizen of the United States of America, and one Indian citizen. The non-Sudanese members shall be nominated by their respective Governments. The Indian member shall be Chairman of the Commission. The Commission shall be appointed by the Governor-General on the instructions of the two contracting Governments. The terms of reference of this Commission are contained in Annex II to this Agreement.

Art. 8. To provide the free and neutral atmosphere requisite for Self-Determination there shall be established a Sudanisation Committee consisting of:

(a) an Egyptian citizen and a citizen of the United Kingdom to be nominated by their respective Governments and subsequently appointed by the Governor-General, together with three Sudanese members to be selected from a list of five names submitted to him by the Prime Minister of the Sudan. The selection and appointment of these Sudanese members shall have the prior approval of the Governor-General’s Commission;

(b) one or more members of the Sudan Public Service Commission who will act in a purely advisory capacity without the right to vote;

(c) the function and terms of reference of this Committee are contained in Annex III to this Agreement.

Art. 9. The transitional period shall begin on the day designated as "the appointed day" in Article 2 of the Self-Government Statute. Subject to the completion of the Sudanisation as outlined in Annex III to this Agreement, the two contracting
Governments undertake to bring the transitional period to an end as soon as possible. In any case this period shall not exceed three years. It shall be brought to an end in the following manner. The Sudanese Parliament shall pass a resolution expressing their desire that arrangements for Self-Determination shall be put in motion and the Governor-General shall notify the two contracting Governments of this resolution.

Art. 10. When the two contracting Governments have been formally notified of this resolution, the Sudanese Government, then existing, shall draw up a draft law for the election of the Constituent Assembly which it shall submit to Parliament for approval. The Governor-General shall give his consent to the law with the agreement of his Commission. Detailed preparations for the process of Self-Determination, including safeguards assuring the impartiality of the elections and any other arrangements designed to secure a free and neutral atmosphere, shall be subject to international supervision. The two contracting Governments will accept the recommendations of any international body which may be set up to this end.

Art. 11. Egyptian and British military forces shall withdraw from the Sudan immediately upon the Sudanese Parliament adopting a resolution expressing its desire that arrangements for Self-Determination be put in motion. The two contracting Governments undertake to complete the withdrawal of their forces from the Sudan within a period not exceeding three months.

Art. 12. The Constituent Assembly shall have two duties to discharge. The first will be to decide the future of the
Sudan as one integral whole. The second will be to draw up a constitution for the Sudan compatible with the decision which shall have been taken in this respect, as well as an electoral law for a permanent Sudanese Parliament. The future of the Sudan shall be decided either:

(a) by the Constituent Assembly choosing to link the Sudan with Egypt in any form, or

(b) by the Constituent Assembly choosing complete independence.

Art. 13. The two contracting Governments undertake to respect the decision of the Constituent Assembly concerning the future status of the Sudan and each Government will take all the measures which may be necessary to give effect to its decision.

Art. 14. The two contracting Governments agree that the draft Self-Government Statute shall be amended in accordance with Annex IV to this Agreement.

Art. 15. This Agreement and its attachments shall come into force upon signature.
Appendix IV

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, 1964 (1)

The Government of the United Kingdom of Great Britain 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, 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.

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.

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.

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.

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.) SALAH SALEM
(L.S.) MAHMOUD FAWZI
ANNEX I

Withdrawal of Her Majesty's Forces
(With Reference to Article I 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:

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

2. In connection 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 connection 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 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 and...
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.

(*) 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 connection 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.
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, 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 and 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 paragraph 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 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 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 connection 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 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
Panara (Flying Boat Station).

Kabrit
Shandur, and
Shallufa.

(b) Navy House, Port Said.

(d) 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 1 of Part C of this Annex)

Level of Supplies

<table>
<thead>
<tr>
<th>Category</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ammunition, including all natures of ammunition, mines and explosives.</td>
<td>50000 (tons)</td>
</tr>
<tr>
<td>2. Stores, including bridging equipment, engineer and ordnance stores.</td>
<td>300,000 (tons)</td>
</tr>
</tbody>
</table>

(*) 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

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.