

No. 8455

**ISRAEL
and
KENYA**

**Agreement on technical and scientific co-operation. Signed at
Nairobi, on 25 February 1966**

Official texts: Hebrew and English.

Registered by Israel on 14 December 1966.

**ISRAËL
et
KENYA**

**Accord de coopération technique et scientifique. Signé à
Nairobi, le 25 février 1966**

Textes officiels hébreu et anglais.

Enregistré par Israël le 14 décembre 1966.

No. 8455. AGREEMENT¹ ON TECHNICAL AND SCIENTIFIC CO-OPERATION BETWEEN THE GOVERNMENT OF THE STATE OF ISRAEL AND THE GOVERNMENT OF THE REPUBLIC OF KENYA. SIGNED AT NAIROBI, ON 25 FEBRUARY 1966

The Government of the State of Israel and the Government of the Republic of Kenya, in their desire to promote and further to the greatest possible extent economic, scientific, educational and technical cooperation between the two countries, and mindful of the mutual advantages to be derived from the exchange of knowledge and educational experience, have decided to conclude the following Agreement on technical and scientific cooperation.

Article 1

The Contracting Parties shall endeavour to cooperate and assist each other, within the limits of their capacities, in the various fields outlined in Article 2 of this Agreement and in any other fields which shall seem appropriate and mutually acceptable to both Governments.

Article 2

In furtherance of their intention to promote the utilization of their resources and the greater well-being of the peoples of the two countries, the Contracting Parties regard the following fields as particularly suited for cooperation and mutual assistance :

- (a) The exchange of technical and scientific information and documentation; coordination and mutual assistance in research, applied science and the planning of development projects.
- (b) The promotion of institutions providing training in technical, scientific, administrative and social studies in order to meet the growing need for highly skilled manpower, the expansion and dissemination of modern technologies including production and management methods; the encouragement of growth and improvement in social and community services.
- (c) The planning, development and implementation of agricultural projects and schemes for the utilization of land, capital and manpower resources.

¹ Came into force on 25 February 1966, upon signature, in accordance with article 17.

- (d) The exchange of experience in the development of water resources and the planning and implementation of irrigation and water supply projects, particularly in areas where drought or lack of sufficient water supplies may hamper agricultural development.
- (e) The planning of the exploitation of natural resources and their development with particular reference to the development of inland and offshore fisheries potential.
- (f) The initiation and implementation of plans for the development of the cooperative sector in the fields of production, consumption and finance, and the furthering of training and education in these fields.
- (g) The furthering of industrial activity, and in particular small scale industry, by assisting local entrepreneurs to embark on industrial projects, providing training facilities in technical and managerial fields, and promoting and organizing extension services for such industries.
- (h) Any other field of activity which may be agreed between the Contracting Parties.

Article 3

Such technical cooperation shall be deemed to include the following forms of assistance as outlined in Articles 3, 4, 5, 6, 7, 8 and 13 of this Agreement.

Training in Israel

1. The Government of Israel will provide, within the framework of this Agreement, training in Israel for Kenya citizens at technical, professional, undergraduate and postgraduate levels.

2. For trainees approved by the Government of Kenya and the Government of Israel, the latter will pay all training fees, provide or make allowance for their accommodation and maintenance in Israel, and look after their welfare.

3. The Government of Israel reserves the right in consultation with the Government of Kenya to terminate the training of, and withdraw all technical assistance from, a trainee who has misconducted himself or who is not benefiting satisfactorily from the training provided.

4. For trainees who are officials of the Government of Kenya, the Government of Kenya will :

- (a) continue its financial obligations in Kenya in respect of these officers during the period of their training;
- (b) provide return passages to Israel.

*Article 4**Courses in Kenya*

1. The Government of Israel, at the request of the Government of Kenya, will endeavour to assist in promoting, organizing and conducting in-service training courses in Kenya for personnel nominated by the Government of Kenya.

2. When courses are conducted in Kenya with the participation of Israeli lecturers and instructors, the Government of Israel will pay :

- (a) all salaries and allowances accruing to them for the period of their service in Kenya, other than those provided for in paragraph 3 below;
- (b) the cost of travel to and from Kenya.

3. For courses referred to under paragraph 2 above, the Government of Kenya will provide :

- (a) suitable training facilities and the equipment and materials required for conducting the courses;
- (b) accommodation, maintenance and necessary transport facilities for the trainees;
- (c) suitable accommodation and local transport for the lecturers and instructors.

*Article 5**Experts*

The Government of Israel will provide suitable people (hereafter called "experts") to undertake specialist, technical or professional duties in temporary advisory and operational capacities. Experts shall be classified under the following categories :

- (a) short term experts
- (b) long term experts
 - (i) operational and executive
 - (ii) advisory.

*Article 6**Short term experts*

1. A short term expert is one who is to stay in Kenya for a period, normally less than six months. During such a period he could not reasonably expect to establish a home in Kenya or to be accompanied by his family.

2. For each short term expert provided under this Agreement, the Government of Israel will pay :

- (a) all salary and allowances accruing to the expert as a consequence of his service in Kenya other than those allowances provided for in paragraph 3 below;
- (b) the cost of travel to and from Kenya.

3. For each short term expert provided under this Agreement, the Government of Kenya will provide :

- (a) suitable accommodation free of charge. In cases where a Government house is not available, the Government of Kenya will meet 50% of the full hotel bill incurred by the expert during his period of service in Kenya;
- (b) all allowances and facilities mentioned under Article 9 of this Agreement.

Article 7

Long term experts—operational and executive

1. A long term expert is one who is to stay in Kenya for a period, normally over six months, during which he would reasonably expect to establish a home in Kenya.

2. Operational and executive experts will be held against established posts in departments of the Government of Kenya or in other Kenya institutions subject to the approval of the Kenya Government.

3. For each operational expert, the Government of Kenya will provide :

- (a) the basic salary appropriate to the appointment under Kenya Government regulations for local officers. The Government of Kenya will bear in mind the qualifications and experience of the expert concerned and credit him with an appropriate number of increments within the established salary scale for the position against which he is to be held;
- (b) all the emoluments and allowances which are normally paid to local officers of similar status and experience. These allowances shall include the payment of a gratuity of 25% of the total salary on the satisfactory completion by the expert of his contract;
- (c) housing allowance according to the regulations of the Kenya Government for local officers and 50% of the full hotel bill for the initial period during which the expert and his family have to be accommodated in a hotel before moving into their house or flat;
- (d) all allowances and facilities mentioned under Article 9 of this Agreement.

4. For each operational expert, the Government of Israel will pay :
- (a) a supplement to the salary, emoluments and allowances provided for in paragraph 3 above as may be considered necessary by the Government of Israel;
 - (b) the cost of travel to and from Kenya for the expert, his family and his personal and household effects.

Article 8

Long term experts—advisory

1. Advisory experts will be supernumerary to the establishment of the department of the Government of Kenya to which they have been attached, and will advise the Government of Kenya on matters which fall within their competence as specialists in particular fields.

2. For each long term advisory expert, the Government of Israel will pay :

- (a) all salary and allowances accruing to the expert as a consequence of his service in Kenya other than those allowances provided for in paragraph 3 below;
- (b) the cost of travel to and from Kenya for the expert, his family and his personal and household effects.

3. For each long term advisory expert, the Government of Kenya will provide :

- (a) suitable housing with hard furnishings, rent free for the expert and his family, of the same standard as is provided for officers of the Government of Kenya of comparable status, and 50% of the full hotel bill for the initial period during which the expert and his family have to be accommodated in a hotel before occupying their house or flat;
- (b) all allowances and facilities mentioned under Article 9 of this Agreement.

Article 9

For each expert mentioned under Articles 6, 7 and 8, the Government of Kenya will provide :

- (a) local administrative and secretarial support of the same kind as is made available to officials of the Government of Kenya;
- (b) local transport for official journeys to the same extent as is provided for officers of the Government of Kenya. For official journeys made by the

expert in his own personal motor vehicle, mileage allowances will be paid by the Government of Kenya at the same rates as are paid to local officers;

- (c) transport for the expert, his family and his personal effects within Kenya between his duty station and the points of his entry and departure;
- (d) medical services and facilities to the same extent as are provided for officers of the Government of Kenya.

Article 10

For each expert, specified under Articles 6, 7 and 8 of this Agreement, the Government of Kenya will allow or make provision for :

- (a) the exemption from income tax and graduated personal tax in respect of any emoluments paid directly to him by his sponsoring government;
- (b) the exemption from all import duties on household and personal effects imported into Kenya within three months of his arrival, provided such articles are re-exported from East Africa at the time of his departure or within such a period thereafter as may be agreed by the Government of Kenya. Such personal effects will be deemed to include furniture, a radio, a record player, a tape recorder and photographic equipment which is the property of the expert or his family and intended for his own personal and/or domestic use;
- (c) The duty free importation of one motor vehicle within three months of first arrival in Kenya or the purchase of one motor vehicle from Bond also within three months of first arrival in Kenya, provided that the car, if sold to a person not likewise privileged shall be subject to the payment of appropriate duty at the time of the sale.

Article 11

The Government of Kenya recognizes that all experts provided by the Government of Israel shall :

- (a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) be immune from national service obligations;
- (c) be accorded for that part of their salary and emoluments paid by the Government of Israel, the same privileges in respect of exchange facilities as are accorded to diplomatic missions, i.e. external account facilities;

- (d) be accorded for that part of their salary and emoluments paid by the Government of Kenya, the same privileges in respect of exchange facilities as are accorded to officials of the Government of Kenya;
- (e) be given, together with their spouses and dependents, repatriation facilities in time of international crisis.

Article 12

The Government of Kenya will retain the right to request the recall of any expert whose work or conduct is unsatisfactory. Before exercising this right, the Government of Kenya will consult with the Government of Israel. The Government of Israel will have the right to recall any expert at any time.

Article 13

Consultancy services and surveys

1. At the request of the Government of Kenya, the Government of Israel may engage Israeli consultants to carry out feasibility or economic viability studies of projects, or to provide certain other services.

2. The subject matter of the terms involved in any survey, the obligations both financial and technical of the Contracting Parties, the payment of the consultants' fees and the provision of local facilities shall be decided by negotiation between the Contracting Parties according to the merits of each individual case.

Article 14

The provisions and mutual responsibilities outlined in Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 above shall apply also where technical cooperation is effected between the Government of Israel and any institutions in Kenya which shall be agreed upon between the two Contracting Parties.

Article 15

The Government of Israel and the Government of Kenya agree that, in the event of circumstances unforeseen in this Agreement, it may be possible, by mutual consent, to modify, adjust, or depart from the provisions outlined in this Agreement.

Article 16

The Government of Israel and the Government of Kenya do hereby agree that, at a time each year which shall be convenient to the Contracting Parties, representatives from both Governments shall meet to review the assistance and

cooperation rendered by each party to the other during the course of the previous 12 months. Such discussions shall include an assessment of the use to which such assistance and cooperation has been put, and an estimate of the assistance which is likely to be required in the following year.

Article 17

The present Agreement shall enter into force on the day of its signature and shall be effective for five years from that date, unless it is terminated by either party serving six months notice on the other. In the absence of such notice of termination the Agreement may be automatically renewed thereafter for further periods of three years.

DONE in duplicate at Nairobi in the Hebrew and the English languages, both texts being equally authentic, this 5th day of Adar 5726, which corresponds to the 25th day of February 1966.

For the Government
of Israel :

Arieh EILAN

For the Government
of Kenya :

T. J. MBOYA

Signed on the 5th of Adar 5726