

No. 9674

**FINLAND
and
ETHIOPIA**

**Agreement on technical co-operation. Signed at
Addis Ababa on 25 November 1968**

Authentic text: English.

Registered by Finland on 1 July 1969.

**FINLANDE
et
ÉTHIOPIE**

**Accord de coopération technique. Signé à Addis-Abéba
le 25 novembre 1968**

Texte authentique: anglais.

Enregistré par la Finlande le 1^{er} juillet 1969.

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN
THE GOVERNMENT OF FINLAND AND THE IMPERIAL
GOVERNMENT OF ETHIOPIA

The Government of Finland and the Imperial Government of Ethiopia desiring to cooperate in furthering the economic and social development of Ethiopia have agreed as follows:

Article 1

SCOPE OF THE AGREEMENT

1. The purpose of this Agreement is to set forth terms and conditions that generally shall govern the technical co-operation (henceforth called Co-operation Activities) between the Parties.

2. Co-operation Activities may be in the following forms:

- a) Provision of advisory and operational experts and volunteers. The details concerning activities of volunteers shall be subject to a separate agreement or arrangements;
- b) Provision of such equipment and supplies as may not be available in Ethiopia and as may be required for the useful occupation of operational and advisory experts and other equipment that may be required to further the Co-operation Activities;
- c) granting of scholarships for postgraduate studies or vocational training and the arrangement of training courses;
- d) undertaking any kind of joint technical co-operation projects.

3. Within the scope of this Agreement the Ministry for Foreign Affairs of Finland on behalf of the Government of Finland and the Ministry for Planning and Development or an agency designated by it on behalf of the Imperial Government of Ethiopia shall agree on the terms of co-operation for each individual case and they shall also decide, if necessary, on the methods to be applied in order to transfer knowledge.

¹ Came into force on 25 December 1968, i.e., thirty days after its signature, in accordance with article 8 (1).

Article 2

STATUS OF FINNISH PERSONNEL

1. Experts (henceforth called the Finnish personnel) provided by the Government of Finland under this Agreement are recruited and employed by the Ministry for Foreign Affairs of Finland in accordance with the requests of the Ethiopian authorities.

2. Operational personnel

a) Finnish operational personnel shall occupy such posts of the Imperial Government of Ethiopia or posts in such public agencies, corporations or bodies as shall for each person be stipulated. In such case it is intended that the operational personnel shall train an Ethiopian counterpart. Before recruitment the Imperial Government of Ethiopia shall provide a detailed job description for each expert. Before assignment of the personnel the Government of Finland will obtain the approval of the Imperial Government of Ethiopia of such personnel. The Government of Finland shall provide the Imperial Government of Ethiopia with all information necessary for the appraisal of the candidate;

b) in the performance of their duties the Finnish personnel shall be under the exclusive direction of the Imperial Government of Ethiopia. The Finnish personnel shall comply with such regulations and orders of the Imperial Government of Ethiopia which may be in force from time to time, provided such regulations and orders do not conflict with any provisions and privileges accorded by this Agreement or by a subsidiary agreement or arrangement.

3. Advisory personnel

a) Finnish advisory personnel may be on either long term or short term assignment;

b) Finnish advisory personnel will be supernumerary to the establishment of the Imperial Government of Ethiopia, or such public agency, corporation or body to which they are assigned, and will advise on matters which fall within their competence as specialists in particular fields;

c) Finnish short term advisory personnel will normally be used to advise on special problems arising under the scope of this Agreement. Such personnel, or teams of such personnel, may also be used to carry out feasibility or economic viability studies of projects or to provide other similar consultant's services.

Article 3

PRIVILEGES, IMMUNITIES AND EXEMPTIONS

1. The Imperial Government of Ethiopia recognizes that the Finnish personnel shall

- a) be accorded sick leave and annual leave in accordance with employment contracts between the Ministry for Foreign Affairs of Finland and the Finnish personnel. The time of taking such leave shall be determined in consultation with the Imperial Government of Ethiopia. Annual leave cannot be accumulated beyond two years;
- b) be immune from national service obligations;
- c) be accorded the same privileges in respect of exchange facilities as are accorded to officials forming part of the foreign diplomatic missions in Ethiopia with the proviso that not more than the currently allowable percentage of any salary from the Imperial Government of Ethiopia shall be remitted abroad until the end of the personnel's tour of duty, when he shall be allowed to remit all his savings;
- d) be given together with their families repatriation facilities in time of international crises;
- e) be exempted from tax on salary derived from the Ministry for Foreign Affairs of Finland in accordance with the respective employment contract with the Ministry;
- f) be exempted from all import and export duties in respect of the durable furniture and personal effects imported by them for their own exclusive use, within six months after their arrival, subject to re-export on completion of tour of duty or payment of customs then due if sold locally. The term "personal effects" shall include for each household one motor car, one refrigerator, one deep-freezer, one radio, one record player, one tape recorder, one television set, one set of photographic and cine equipment.

2. The Finnish personnel shall be immune from legal process in Ethiopia in respect of acts performed by them within the scope of this Agreement except in cases where it is established that such acts arise from gross negligence or wilful misconduct on the part of the Finnish personnel concerned.

3. The Imperial Government of Ethiopia shall exempt from all import and other duties and charges the equipment and supplies provided by the Government of Finland in accordance with Article I paragraph 2, section *b*) above.

Article 4

COST DISTRIBUTION

Unless otherwise agreed, the Parties shall share the cost of the Co-operation Activities as follows:

1. The Government of Finland shall undertake to bear the cost of
 - a*) the salary and any other emoluments to be paid to the Finnish personnel in accordance with their respective employment contract with the Ministry for Foreign Affairs of Finland as well as the full cost of international travel of the Finnish personnel and the cost of shipping between Finland and Ethiopia of their household goods and personal effects;
 - b*) purchase in any foreign currency and import into Ethiopia of appropriate items of equipment and supplies of the kind referred to in Article I: 2 *b*);
 - c*) accommodation, tuition and living expenses for citizens of Ethiopia while being trained or educated in Finland;
 - d*) the cost of international travel by Ethiopian citizens mentioned in section 1 *c*) of this Article;
 - e*) additional daily allowance to the Finnish personnel, when necessary.

2. The Imperial Government of Ethiopia shall provide for each operational personnel, subject to a mutual agreement a contribution which is not taxable, towards the rent of accommodation. In addition the Imperial Government of Ethiopia will make, subject to a mutual agreement a contribution which is taxable, towards the salary of each operational personnel, as well as the facilities in the following respects of the same standard as will from time to time apply to national civil servants;

- a*) local transport and travel allowances when the person is on an official assignment, away from his station of duty;
- b*) office facilities and related benefits, such as materials, secretarial services and local telecommunication for official purposes.

3. The Imperial Government of Ethiopia shall undertake to carry the cost of salaries and other related emoluments for any Ethiopian personnel assigned to the Co-operation Activities.

4. The Imperial Government of Ethiopia shall undertake to carry the cost of purchases of all equipment and supplies related to the Co-operation Activities which are not covered by the Finnish undertaking in section 1 *b* of this Article.

5. The undertaking of the Imperial Government of Ethiopia in respect of the joint technical co-operation projects referred to in Article 1, paragraph 2, section *d*), shall be determined through mutual negotiations in each individual case.

Article 5

OWNERSHIP OF PROPERTY

Unless otherwise agreed all goods imported by the Government of Finland into Ethiopia for purposes in accordance with Article 1, paragraph 2, section *b*) above shall become and remain the property of the Imperial Government of Ethiopia for such purposes.

Article 6

RECALL

1. The Imperial Government of Ethiopia shall have the right to request the recall of any Finnish personnel whose work or conduct is unsatisfactory. Before exercising such right the Imperial Government of Ethiopia shall consult with the Ministry for Foreign Affairs of Finland.

2. The Ministry for Foreign Affairs of Finland shall have the right to recall any Finnish personnel at any time. In case of such recall the Ministry for Foreign Affairs of Finland shall, unless exceptional circumstances demand that the Finnish personnel be recalled immediately, give one month's notice to the Imperial Government of Ethiopia and shall make effort to replace the recalled person.

Article 7

SETTLEMENT OF DISPUTES

The Contracting Parties shall strive to settle the disputes arising in connection with the interpretation or application of this Agreement through mutual negotiations.

Article 8

ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force 30 days after its signature and shall remain in force until the end of the year 1974.

2. At least six months before the end of the said period of validity the contracting Parties may by exchange of notes agree on the prolongation of this Agreement.

DONE at Addis Ababa on November 25, 1968 in two original copies in English.

For the Government of Finland:

Henrik BLOMSTEDT

For the Imperial Government of Ethiopia:

Haddis ALEMAYEHU
Minister
