

No. 10841

**FINLAND
and
ZAMBIA**

**Agreement on technical co-operation (with annexes). Signed
at Lusaka on 29 August 1970**

Authentic text: English.

Registered by Finland on 30 November 1970.

**FINLANDE
et
ZAMBIE**

**Accord de coopération technique (avec annexes). Signé à
Lusaka le 29 août 1970**

Texte authentique : anglais.

Enregistré par la Finlande le 30 novembre 1970.

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF FINLAND
AND THE GOVERNMENT OF THE REPUBLIC OF
ZAMBIA

The Government of the Republic of Finland and the Government of the Republic of Zambia, desirous to co-operate in furthering the economic and social development of Zambia, have agreed as follows;

Article 1

UNDERTAKINGS BY THE TWO GOVERNMENTS

The Government of Finland (hereinafter referred to as the Finnish Government) shall make available to the Government or the Republic of Zambia (hereinafter referred to as the Zambia Government) such staff, material and resources as well as training opportunities outside Zambia as shall in each case be determined by the Competent Authorities. The Zambia Government shall ensure the effective utilisation of the said staff, resources and opportunities.

Article 2

COMPETENT AUTHORITIES

In matters relating to the implementation of this Agreement and specific Agreements subsidiary thereto, the two Governments shall, unless otherwise provided for, be represented respectively by the Ministry for Foreign Affairs of Finland and the Ministry for Foreign Affairs of Zambia.

Article 3

STATUS AND UTILISATION OF FINNISH OFFICERS

1. Finnish officers provided by the Finnish Government under this Agreement shall be recruited under contract by the Ministry for Foreign

¹ Came into force on 29 September 1970, i.e., 30 days after the date of its signature, in accordance with article 9 (1).

Affairs of Finland. Such officers may have operational or advisory duties. Prior to the recruitment the Ministry for Foreign Affairs of Zambia shall provide the Ministry for Foreign Affairs of Finland with a job description. The job description shall define the duties of the post as well as essential and desirable qualifications of the incumbent. Before the final assignment of such officers the Ministry for Foreign Affairs of Finland shall obtain from the Ministry for Foreign Affairs of Zambia approval of the said personnel. The Ministry for Foreign Affairs of Finland shall provide the Ministry for Foreign Affairs of Zambia with all information necessary for appraisal of the candidates such as training and previous professional experience. If agreed upon between the Ministry for Foreign Affairs of Zambia and the Ministry for Foreign Affairs of Finland, Finnish officers may be transferred from one post to another during the period of employment. In cases where the Finnish officers have to perform supervisory functions, they shall endeavour to train subordinate officers. Among the duties of the officers may also be included in-service training of Zambian personnel.

2. In the performance of their duties the Finnish officers shall be under the exclusive direction of Zambia Government or the agency or organisation to which they are assigned. They shall comply with the laws, regulations and orders of the Zambia Government unless otherwise provided for in this Agreement.

3. The Finnish Government's endeavours to train and otherwise prepare the staff for their tasks may include a period of orientation in Zambia before assignment. The Zambia Government shall facilitate such in-country orientation.

4. The Competent Authorities shall provide, wherever possible, Zambian counterparts to officers made available by the Finnish Government within the framework of this Agreement or devise other measures to achieve the envisaged goals.

5. In respect of any damage to a third party caused by a Finnish officer in connection with the execution of a task assigned to him under this Agreement, the Zambia Government shall be liable in his place and any claim against the Finnish officer shall to that extent be excluded except in cases where it is established by a Zambian Court that any such

damage arises from gross negligence or wilful misconduct on the part of the Finnish officer.

6. In the event of arrest or detention of a Finnish officer, his spouse or dependents, or of criminal proceedings being instituted against them the Finnish Authorities shall be notified immediately.

7. The Zambia Government shall have the right to require the recall or replacement of any officer made available by the Finnish Government, whose work or conduct is unsatisfactory. Before exercising such right the Ministry for Foreign Affairs of Zambia shall consult with the Ministry for Foreign Affairs of Finland.

8. The Ministry for Foreign Affairs of Finland shall have the right to recall officers made available by the Finnish Government. Before exercising such right, the said Ministry shall consult with the Ministry for Foreign Affairs of Zambia for that purpose as well as with regard to arrangements for securing rapid replacement of such personnel.

9. The obligations of the two Governments in relation to Finnish officers serving in Zambia in accordance with this Agreement are stated in Annex 1 hereto.

Article 4

GOODS AND FUNDS

The provisions in Annex 2 to this Agreement shall apply to goods and funds being provided for purposes related to this Agreement.

Article 5

STUDY AND TRAINING OPPORTUNITIES

The Finnish Government shall provide opportunities for post-graduate studies and vocational training outside Zambia for citizens of Zambia. The Competent Authorities shall by exchange of notes or letters agree on the necessary arrangements in each individual case.

The Finnish Government will pay international travel to citizens of Zambia referred to above, when deemed necessary by the Ministry for Foreign Affairs of Finland, as well as a monthly allowance sufficient

to cover living expenses and all costs normally associated with the studies or training in question.

Article 6

TREATMENT OF FINNISH OFFICERS

The Government of Zambia shall ensure that Finnish officers and their families will be treated in a manner no less favourable than that enjoyed by technical assistance personnel assigned to Zambia by other countries.

Article 7

EVALUATION OF THE RESULTS OF CO-OPERATION

The Competent Authorities shall, whenever feasible, make available to each other all information necessary for the technical and economic evaluation of the activities in accordance with this Agreement. Upon completion of any aspect of technical co-operation the Competent Authorities may consult each other in order to analyse its results.

Article 8

AMENDMENT

If either Government consider it desirable to amend Annexes 1 or 2 of this Agreement, such amendment may be made by direct agreement between the Competent Authorities.

Article 9

ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force 30 days after the date of its signature and shall remain valid until terminated by either Government with six months' notice in writing.

2. The provisions of this Agreement shall apply equally to Finnish officers who are already carrying out their activity in Zambia under the technical co-operation between the Governments as well as to their families.

3. Any aspect of technical co-operation started under this Agreement

shall, unless made impossible by exceptional circumstances, be completed in spite of termination of the Agreement.

IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments have signed this Agreement.

DONE in duplicate in Lusaka this 29th day of August 1970 in the English Language.

For the Government of the Republic of Finland:

JAAKKO ILONIEMI

For the Government of the Republic of Zambia:

M. NKAMA

ANNEX 1

OBLIGATIONS IN REGARD TO FINNISH OFFICERS

Obligations of the Finnish Government

1. The Finnish Government shall, subject to the exceptions defined in paragraph 3 below, defray the cost of salaries and related emoluments of Finnish advisory and operational officers, their travel to and from Zambia, as well as home leave in accordance with their terms of employment, unless otherwise agreed between the competent authorities in individual cases.

Obligations of the Zambia Government

2. The following benefits shall be accorded to all Finnish officers:

- a) Unless otherwise agreed, rent free housing with hard furnishing and cooking facilities of same standard as provided to expatriate civil servants of comparable status within two months after the arrival of the Finnish officer into Zambia, provided, however, that the assignment exceeds six months;
- b) Until such housing mentioned in sub-paragraph a) has been provided, free hostel or hotel accommodation, excluding meals, laundry and telephone, for the Finnish officer and his family; or
- c) Where the assignment is for six months or less, free hostel or hotel accommodation, excluding meals, laundry and telephone for the Finnish officer.

3. Unless otherwise agreed the Zambia Government shall provide Finnish

officers with office and related facilities including secretarial services and local telecommunications, local travel costs and allowances, and medical and hospital facilities on the same terms as are normally made available to expatriate civil servants of comparable status.

4. The terms of employment of Finnish officers as laid down in contracts or standard terms of service by the Ministry for Foreign Affairs of Finland shall be made known to and recognised by the Ministry for Foreign Affairs of Zambia. Such terms of employment include, inter alia, provisions for sick leave and annual leave. The Zambia agencies or organisations to which the Finnish officers are assigned shall inform the Ministry for Foreign Affairs of Finland from time to time of when sick leave and annual leave are granted to Finnish officers under this Agreement.

5. Finnish officers shall have the following privileges:

- a) Exemption from all taxes on the income and any emoluments received from the Ministry for Foreign Affairs of Finland in accordance with the terms of employment;
- b) Exemption from all customs duties in respect of personal and household effects imported by the Finnish officers and their families for their exclusive use, within six months after their arrival, subject to re-export on completion of tour of duty or payment of customs duty if sold in Zambia. The term "personal effects" shall include for each household, one motor vehicle, one refrigerator, one deepfreezer, one radio, one record player, one tape recorder, one television set, minor electrical appliances and one of photographic and cine equipment;
- c) Shall be accorded the same privileges in respect of exchange control facilities as are accorded to technical assistance personnel of other countries of comparable rank serving in Zambia.

6. Finnish officers and their families, as the case may be, shall promptly be given entry permits and, concerning Finnish officers, all necessary employment permits.

7. All officers and their families appointed to the Republic of Zambia pursuant to the terms of the Agreement shall enjoy the full protection of the law.

ANNEX 2

GOODS AND FUNDS

1. Unless otherwise agreed all goods imported by the Finnish Government into Zambia or purchased there for purposes in accordance with this Agreement,

excepting goods intended for housing of Finnish personnel, become and remain the property of the Zambia Government for such purposes.

2. All goods imported according to paragraph 1 shall be exempt from customs duties as well as from import restrictions. Procedures for the speedy handling, clearing and forwarding of the goods upon entry on Zambia territory shall be the responsibility of the Zambia Government.

3. No currency or foreign exchange controls shall be imposed on funds brought into Zambia by the Finnish Government for purposes under this Agreement. Bank accounts opened in Zambia for such funds shall be used exclusively for such purposes, and balances on such accounts shall be freely transferable into Finnish or any other convertible currency.
