

No. 11633

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
PERU**

**Agreement on technical co-operation. Signed at Lima on 1 June
1966**

Authentic texts : English and Spanish.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
15 March 1972.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
PÉROU**

Accord de coopération technique. Signé à Lima le 1^{er} juin 1966

Textes authentiques : anglais et espagnol.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
15 mars 1972.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF PERU ON TECHNICAL CO-OPERATION

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Peru;

Desiring to further the existing cordial relations between their two countries and to establish a general plan to facilitate the development of collaboration in the technical field;

Have agreed as follows :

Article I

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “ the Government of the United Kingdom ”) and the Government of the Republic of Peru (hereinafter referred to as “ the Government of Peru ”) shall organise technical cooperation between them on the lines set out in the following articles, the terms and conditions of individual projects being separately arranged.

Article II

The cooperation shall be jointly financed and may take the following form :

- (a) making experts, advisers and teachers available to the other contracting Government in order to :
 - (i) participate in research;
 - (ii) collaborate in the training of scientific and technical personnel;
 - (iii) afford technical assistance on special problems; or
 - (iv) contribute to the study of projects jointly chosen by both Contracting Governments;
- (b) participating in studies, in programmes for professional training, in experiments, in working groups and in other activities related to those mentioned;

¹ Came into force provisionally on 1 June 1966, the date of signature, and definitively on 16 February 1971, the date on which the Government of Peru notified the Government of the United Kingdom that the necessary formalities had been fulfilled, in accordance with article X.

- (c) organising courses of studies or training and the granting of scholarships;
- (d) providing equipment required for training or research;
- (e) any other form of technical and scientific cooperation adopted by the Contracting Governments;
- (f) the Contracting Governments shall review their programme of cooperation from time to time, normally once a year, taking into account the results already obtained.

Article III

Experts, advisers and teachers who may be sent to Peru in accordance with the present Agreement shall be in the employment of the Government of the United Kingdom but shall be responsible to the Government of Peru. They shall not carry on activities outside their professional duties in return for gain without the permission of the Contracting Governments.

Article IV

The Government of Peru shall grant to British experts, advisers and teachers, made available by the Government of the United Kingdom or by the British Council in accordance with the present Agreement, during their stay in Peru, the privileges which the Government of Peru affords to experts of international organisations in accordance with Supreme Decrees Nos. 69 and 418 of the 18th of February, 1954 and 12th of July, 1962, respectively.

Article V

The equipment supplied by the Government of the United Kingdom in accordance with sub-paragraph (d) of article II, or by the British Council, whether of private or public origin, together with all technical or professional equipment used by experts, advisers and teachers referred to in article III above for their professional purposes which they may import at any time during their period of service, shall be exempted by the Peruvian authorities from customs and port duties, import and other types of fiscal charges. The Government of Peru or the recipient organisations shall be responsible for customs clearance and carriage from the port of entry. Identical concessions shall be granted if the articles are exported at the end of the residence or the assignment of the expert, adviser or teacher.

Article VI

Each of the Contracting Governments shall as necessary appoint technicians to collaborate with the experts, advisers and teachers sent by the other Govern-

ment, in accordance with article II. Such experts, advisers and teachers, in fulfilment of their mission, shall supply the technicians appointed by the Government receiving assistance with information as may be necessary and agreed regarding methods, techniques and practices applied in their respective fields, as well as regarding the principles on which such methods, techniques and practices are based.

Article VII

The authority to which these experts, advisers and teachers are appointed shall take the necessary measures to provide living accommodation and shall provide working accommodation and facilities, transport, secretarial facilities, equipment and labour which such experts, advisers and teachers may need for the fulfilment of their mission.

Article VIII

Unless other arrangements are made between the Contracting Governments, financial responsibility shall be divided as follows :

(a) The Government making experts, advisers and teachers available shall be responsible for their salary, local expatriation allowances and travelling expenses to and from the capital of the country of the other Government ;

(b) The Government under whose auspices trainees of the other Government are undergoing training abroad shall be responsible for their travelling expenses from and to the country of the other Government, the fees for their courses, and their subsistence allowances at rates which shall be notified from time to time by the Government providing the training.

Article IX

The Government to which experts, advisers and teachers are made available shall bear all risks arising for and claims by persons other than experts, advisers and teachers, and members of their families resulting from, occurring in the course of, or otherwise connected with any act or omission performed in the course of their duties by the experts, advisers and teachers. Without restricting the generality of the preceding sentence, that Government shall indemnify experts, advisers and teachers, and hold them harmless against any and all liability, suits, actions, demands, damages, costs or fees on account of death, injuries to person or property, or any other losses suffered by persons other than experts, advisers and teachers or members of their families, resulting from, occurring in the course of, or otherwise connected with any act or omission performed in the course of their duties by the experts, advisers and teachers, but

this shall not apply in cases of fraudulent intent or reckless negligence. The provisions of this article do not exclude criminal responsibility.

Article X

The present Agreement shall enter into force provisionally and administratively on signature and shall enter into force definitively when the Government of Peru have notified the Government of the United Kingdom that the necessary formalities have been fulfilled.

Article XI

Written notice of termination of the present Agreement may be given at any time by either of the Contracting Governments. The termination shall take effect ninety (90) days after notification.

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

DONE in duplicate at Lima this first day of June, nineteen hundred and sixty-six, in the English and Spanish languages, both texts being equally authoritative.

For the Government
of the United Kingdom of Great
Britain and Northern Ireland :

A. E. ORAM
R. W. MARETT

For the Government
of the Republic of Peru :

JORGE V. SALAS