

No. 14764

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

**Agreement on technical co-operation. Signed at Asunción
on 12 February 1972**

**Exchange of notes constituting an agreement amending the
above-mentioned Agreement. Asunción, 11 October
and 17 November 1972**

Authentic texts: English and Spanish.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
20 May 1976.*

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

**Accord de coopération technique. Signé à Asunción le 12 fé-
vrier 1972**

**Échange de notes constituant un accord modifiant l'Accord
susmentionné. Asunción, 11 octobre et 17 novembre
1972**

Textes authentiques : anglais et espagnol.

*Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
20 mai 1976.*

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

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

Desiring to further the existing cordial relations between their two countries and to establish a general plan which will 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 and the Government of the Republic of Paraguay shall furnish each other with technical co-operation as provided in the present Agreement. Where necessary however the terms and conditions of individual projects shall be the subject of exchanges of notes.

Article II. This co-operation shall be jointly financed and may take the following forms:

- (a) making experts 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 chosen by agreement between the Contracting Governments;
- (b) participating in studies, in programmes for professional training, in experiments, in working groups and in other activities related to those mentioned;
- (c) organising courses of studies or training and the granting of scholarships;
- (d) providing books, equipment and vehicles required for training or research or for other agreed purposes;
- (e) any other form of technical and scientific co-operation upon which the Contracting Governments may agree.

Article III. Experts sent to Paraguay in accordance with the present Agreement shall receive from the Government of the Republic of Paraguay during their stay in the country the following privileges:

- (a) exemption from customs duties and other import and export taxes in respect of furniture and personal effects for the use of themselves and their dependants as defined in Article X imported by experts within 180 days of taking up their appointments or beyond that period for duly substantiated reasons of *force majeure* and freedom to export any such articles imported by them;

¹ Came into force on 18 October 1973, the date of receipt by the Government of the United Kingdom of the notification from the Government of Paraguay that the necessary constitutional measures had been taken, in accordance with article XI.

- (b) after the end of the above-mentioned period exemption from customs duties and other import and export taxes, applied to imports or exports, in respect of medicines, foodstuffs, beverages and other consumable articles effected by themselves and their dependants as defined in Article X within their personal requirements and in accordance with the procedure laid down in the regulations in force in the country;
- (c) the right for each expert to import or export free from customs duties and other import taxes and subject to the procedures laid down in the regulations in force on the subject one motor vehicle for the use of himself and his dependants as defined in Article X; and the right to dispose of the said vehicle within the country without payment of taxes after the period established by the relevant laws;
- (d) authority for themselves and their dependants as defined in Article X at any time free of tax to enter and to leave the country, and the free grant of all necessary work and residence permits;
- (e) the free grant of identity documents which shall ensure for them the protection of the competent national authorities in the fulfilment of their mission;
- (f) freedom from the levy of any taxes or other fiscal charges on the remuneration which the experts receive from the Government of the United Kingdom of Great Britain and Northern Ireland;
- (g) the same exchange facilities (i.e. the right to remit money to their home country) as are accorded to officials of comparable rank forming part of a diplomatic mission;
- (h) the same repatriation facilities in times of national or international crisis for themselves and their dependants as defined in Article X as are provided for diplomatic missions.

Article IV. The exemptions, privileges and immunities granted to experts and their dependants as defined in Article X in terms of Article III shall also be granted to any teachers recruited by the British Council with the approval of the Government of the Republic of Paraguay for work in schools, universities and other similar institutions in Paraguay and to their dependants as defined in Article X.

Article V. (1) Should the Government of the United Kingdom of Great Britain and Northern Ireland in accordance with paragraph (d) of Article II supply equipment or vehicles to the Government of the Republic of Paraguay or to research, educational or other institutes or bodies designated by mutual agreement, the Government of the Republic of Paraguay shall authorise the import of such equipment or vehicles free of customs duties and other import charges, and unless otherwise agreed shall meet:

- (a) the cost of unloading, customs clearance charges, demurrage and insurance after arrival in Paraguay;
- (b) the cost of transport of the equipment or vehicles from the port of unloading in Paraguay to its ultimate destination.

(2) Any technical equipment, vehicle or material which may be supplied by one of the Contracting Governments shall continue to be the property of that Government until the title to it shall have been transferred on terms and conditions to be agreed.

Article VI. Each of the Contracting Governments shall as necessary appoint technicians to collaborate with the experts sent by the other Government in accord-

ance with Article II. Such experts, in fulfilment of their mission, shall supply the technicians appointed by the Government receiving assistance with such 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. (1) Whenever possible and it is so agreed between the Contracting Governments, the Government of the Republic of Paraguay shall ensure that the authority to which experts working in Paraguay are appointed shall provide:

- (a) working accommodation and facilities, transport (or an allowance in lieu), subsistence allowances for duty visits away from base, secretarial facilities, equipment and labour which such experts may need for the fulfilment of their mission;
- (b) suitably furnished living accommodation for the experts and their dependants as defined in Article X;
- (c) free medical and dental treatment for the experts.

Article VIII. Unless otherwise agreed by the Contracting Governments:

(1) the Government making experts available shall be responsible for their salaries, local expatriation allowances and travelling expenses to and from the capital of the recipient country;

(2) the Government providing training facilities shall be responsible for:

- (a) the trainees' travel expenses at tourist rates from and to the capital of the country of the other Government;
- (b) the fees for courses;
- (c) the subsistence allowances for trainees at rates which shall be notified from time to time to the other Government. Normal National Health Service facilities are available to trainees;

(3) the Government providing training facilities has the right to terminate a course in the event of the trainee either misconducting himself or not benefiting from the training being provided;

(4) the Government concerned shall make such arrangements as may be necessary for the trainees to continue to receive their salaries and authorised allowances to their families.

Article IX. British experts performing functions in pursuance of the Agreement shall be immune from legal process of every kind in respect of words spoken or written and acts done by them in the course of their duties. This immunity from legal process in respect of words spoken or written and acts done by them in the course of the performance of their duties shall continue to be accorded notwithstanding that the persons concerned are no longer employed as British experts in pursuance of this Agreement. The Government of the United Kingdom of Great Britain and Northern Ireland shall have the right and duty to waive the immunity of any British expert in any case where in its opinion the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Kingdom.

Article X. For the purpose of this Agreement "dependants" means:

- (a) the wife of an expert;
- (b) any unmarried child of the expert under the age of 21; and

(c) any other person not being a national of Paraguay living as part of the expert's family.

Article XI. The present Agreement shall enter into force on the date on which the Government of the United Kingdom of Great Britain and Northern Ireland receives notification from the Government of the Republic of Paraguay that the necessary constitutional measures for its entry into force have been taken.

Article XII. The termination of the present Agreement may be made at any time by either of the two Governments by means of a written communication which shall take effect sixty days after its receipt.

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

DONE in Asunción on the twelfth day of February of the year one thousand nine hundred and seventy two in four copies, two in the English and two in the Spanish language, both texts being equally authoritative.

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

BRIAN CHARLES MACDERMOT
Ambassador Extraordinary
and Plenipotentiary

For the Government
of the Republic of Paraguay:

RAÚL SAPENA PASTOR
Minister for Foreign Affairs

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF PARAGUAY AMENDING THE AGREEMENT OF 12 FEBRUARY 1972² ON TECHNICAL CO-OPERATION

I

*Her Britannic Majesty's Ambassador at Asunción to the Minister
for Foreign Affairs of the Republic of Paraguay*

BRITISH EMBASSY
ASUNCIÓN

11 October, 1972

Mr. Minister,

I have the honour to address Your Excellency and with reference to the Technical Co-operation Agreement signed between our two Governments on the 12th of February, 1972,² to propose on behalf of my Government a new wording of Article IX of the aforementioned Agreement which would now read as follows in the respective English and Spanish texts:

Article IX

British experts performing functions in pursuance of the Agreement shall be immune from legal process of every kind in respect of words spoken or written and acts done or omissions made by them in the performance of their duties. This immunity from legal process in respect of words spoken or written and acts done or omissions made by them in the performance of their duties shall continue to be accorded notwithstanding that the persons concerned are no longer employed as British experts in pursuance of this Agreement. The Government of the United Kingdom of Great Britain and Northern Ireland shall have the right and duty to waive the immunity of any British expert in any case where in its opinion the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Kingdom.

Artículo IX

Los expertos británicos que desempeñen funciones en cumplimiento del Acuerdo estarán inmunes a proceso legal de toda clase con respecto a palabras habladas o escritas y actos u omisiones hechos por ellos en el cumplimiento de sus obligaciones. Esta inmunidad a proceso legal respecto a palabras habladas o escritas y actos u omisiones hechos por ellos en el cumplimiento de sus obligaciones, continuará siendo acordada sin tener en cuenta que las personas pertinentes ya no estén empleadas como expertos Británicos en cumplimiento de este Acuerdo. El Gobierno del Reino Unido tendrá el derecho y la obligación de renunciar a la inmunidad de cualquier experto en cualquier caso cuando en su opinión la inmunidad impediría el curso de la justicia y puede ser renunciada sin perjuicio de los intereses del Reino Unido.

¹ Came into force on 17 November 1972, date of the note in reply, in accordance with the provisions of the said notes.

² See p. 28 of this volume.

If the above proposals are acceptable to the Government of the Republic of Paraguay, this note and the favourable reply that Your Excellency may see fit to transmit to me shall constitute an Agreement that will enter into force on the date of your reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

H. F. BARTLETT

II

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTRY OF FOREIGN AFFAIRS
ASUNCIÓN

17 November, 1972

Señor Embajador:

Tengo a honra dirigirme a Vuestra Excelencia en ocasión de acusar recibo de la nota de fecha 11 de octubre del corriente año, cuyo texto es como sigue:

«Señor Ministro:

Tengo a honra dirigirme a Vuestra Excelencia en ocasión de referirme al Acuerdo de Cooperación Técnica suscrito entre nuestros dos Gobiernos en fecha 12 de febrero de 1972, y de proponerle en nombre del Gobierno de mi país una nueva redacción del Artículo IX del Acuerdo precedentemente mencionado que quedaría enmendado de la siguiente manera en sus respectivos textos en inglés y español:

Article IX

British experts performing functions in pursuance of the Agreement shall be immune from legal process of every kind in respect of words spoken or written and acts done or omissions made by them in the performance of their duties. This immunity from legal process in respect of words spoken or written and acts done or omissions made by them in the performance of their duties shall continue to be accorded notwithstanding that the persons concerned are no longer employed as British experts in pursuance of this Agreement. The Government of the United Kingdom of Great Britain and Northern Ireland shall have the right and duty to waive the immunity of any British expert in any case where in its opinion the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Kingdom.

Artículo IX

Los expertos británicos que desempeñen funciones en cumplimiento del Acuerdo estarán inmunes a proceso legal de toda clase con respecto a palabras habladas o escritas y actos u omisiones hechos por ellos en el cumplimiento de sus obligaciones. Esta inmunidad a proceso legal respecto a palabras habladas o escritas y actos u omisiones hechos por ellos en el cumplimiento de sus obligaciones, continuará siendo acordada sin tener en cuenta que las personas pertinentes ya no estén empleadas como expertos Británicos en cumplimiento de este Acuerdo. El Gobierno del Reino Unido tendrá el derecho y la obligación de renunciar a la inmunidad de cualquier experto en cualquier caso cuando en su opinión la inmunidad impediría el curso de la justicia y puede ser renunciada sin perjuicio de los intereses del Reino Unido.

En caso de conformidad del Gobierno de la República del Paraguay, esta nota y la respuesta favorable que Vuestra Excelencia tenga a bien dirigirme constituirán un Acuerdo que entrará en vigor el día de la fecha de su contestación.

Hago propicia la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración. Firmado: Henry Francis Bartlett, Embajador.»

En respuesta, me es grato transmitir a Vuestra Excelencia la conformidad del Gobierno de mi país con el texto de la nota precedentemente transcrita, y por consiguiente, la misma y la presente Nota constituyen un Acuerdo sobre la materia que entrará a regir a partir del día de la fecha.

Hago propicia la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más distinguida consideración.

RAÚL SAPENA PASTOR

[TRANSLATION¹ — TRADUCTION²]

*The Minister for Foreign Affairs of the Republic of Paraguay
to Her Britannic Majesty's Ambassador at Asunción*

ASUNCIÓN

17 November, 1972

Mr. Ambassador,

I have the honour to address Your Excellency and to acknowledge receipt of the the note dated 11 October of the present year, whose text is as follows:

[*See note I*]

In reply, I am pleased to transmit to Your Excellency the agreement of the Government of my country to the text of the note transcribed above, and therefore, it and the present Note constitute an Agreement on the matter which will enter into force on the day of the date of this letter.

I avail myself of this opportunity to renew to Your Excellency the assurance of my most distinguished consideration.

RAÚL SAPENA PASTOR

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.