

No. 14793

**FEDERAL REPUBLIC OF GERMANY
and
MEXICO**

**Agreement on the exchange of young German and Mexican
technicians and scientists (with annexes). Signed at
Bonn on 6 February 1974**

Authentic texts: German and Spanish.

Registered by the Federal Republic of Germany on 15 June 1976.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
MEXIQUE**

**Accord relatif à l'échange de jeunes techniciens et scientifi-
ques allemands et mexicains (avec annexes). Signé à
Bonn le 6 février 1974**

Textes authentiques : allemand et espagnol.

Enregistré par la République fédérale d'Allemagne le 15 juin 1976.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
UNITED MEXICAN STATES ON THE EXCHANGE OF YOUNG
GERMAN AND MEXICAN TECHNICIANS AND SCIENTISTS

The Government of the Federal Republic of Germany, and the Government of the United Mexican States,

Desiring to strengthen and enhance the friendly relations which exist between the Federal Republic of Germany and the United Mexican States, have decided to promote the exchange of young technicians and scientists, and

Have agreed as follows:

Article 1. Upon the entry into force of this Agreement, the Contracting Parties shall, for a period of three consecutive years, exchange young technical and scientific specialists of both sexes, who shall as a general rule be between 20 and 30 years of age.

With regard to the participation of candidates outside that age group, each case shall be considered individually.

Article 2. The competent agencies referred to in articles 8 and 9 shall jointly determine the training schedule, the fields of training and further training and the amount of training time to be allotted to each participant, regard being had to the specific needs of each Party.

Article 3. The Government of the Federal Republic of Germany undertakes to accept up to 30 young Mexicans each year for a period of three years. The Government of the United Mexican States shall in turn accept up to 30 young Germans each year for the same period. The receiving State shall ensure the proper implementation of the training programme by entrusting it to appropriate institutions, and shall provide the necessary funds.

Article 4. The preliminary selection of candidates shall be made by the competent agency of each country, as specified in article 8 and articles 9 and 14. A list of the candidates proposed shall be delivered to the embassy of the receiving State, for transmission to the competent agency responsible for final approval of the proposal.

Article 5. The Government of the United Mexican States shall bear the cost of return tourist-class air travel for Mexican participants between Mexico City and the first place of sojourn in Germany.

The Government of the Federal Republic of Germany undertakes to bear the following costs for Mexican participants in Germany:

- (a) the costs of such travel within Germany as is necessary for the performance of the activities assigned to each participant;
- (b) a monthly sum to cover the cost of food, living accommodation and personal necessities and a single payment for seasonal clothing and study materials in ac-

¹ Came into force on 6 February 1974 by signature, in accordance with article 22.

cordance with the instructions concerning training now in force, which make definitive provision for general financial benefits and the text of which is appended hereto as annex A, always subject to the principle of reciprocity;

- (c) training costs;
- (d) sickness, life and accident insurance;
- (e) the costs of organizing, administering and implementing the programme for Mexican participants in Germany.

Article 6. Mexican candidates must present proof of having graduated from a middle-level technical school or of graduation from or attendance at a university, and of appropriate professional experience. In addition, they must have expressed a desire for training in one of the fields specified in annex B.

Article 7. In the selection of Mexican candidates, preference shall be given to persons possessing a better knowledge of the German language. The Government of the Federal Republic of Germany is prepared, if necessary, to finance in the Federal Republic of Germany, in accordance with the relevant provisions, a German language course of up to four months for Mexican participants.

Article 8. The Mexican agency competent with respect to the implementation of this programme shall be the National Council for Science and Technology, through the Mexican Embassy in the Federal Republic of Germany.

Article 9. The agencies competent with respect to the sojourn and training of Mexican fellowship-holders in Germany shall be the Carl Duisberg Association and the German Foundation for International Development, acting in agreement with the Federal Employment Agency, through the Embassy of the Federal Republic of Germany in Mexico.

Article 10. The competent agencies of the Contracting Parties shall provide participants in this programme with information concerning living accommodation available to them at reasonable prices at the place of training.

Article 11. The Government of the Federal Republic of Germany shall bear the cost of return tourist-class air travel for German participants between Germany and Mexico City.

The Government of the United Mexican States undertakes to bear the following costs for German participants in Mexico:

- (a) the costs of such travel within Mexico as is necessary for the performance of the activities assigned to each participant;
- (b) a monthly sum to cover the cost of food, living accommodation and personal necessities on the basis of the principle of reciprocity, in accordance with annex C;
- (c) training costs;
- (d) medical care and life and accident insurance;
- (e) the costs of organizing, administering and implementing the programme for German participants in Mexico.

Article 12. German candidates must present proof of having graduated from a university or technical college and must have expressed a desire to complete their training in the fields specified by agreement between the two Parties in annex D.

Article 13. In the selection of German candidates, preference shall be given to persons possessing a better knowledge of the Spanish language. The Government of the United Mexican States is prepared, if necessary, to finance in Mexico supplementary classes in the Spanish language for German participants, paralalled to their training programme.

Article 14. The preliminary selection of German candidates shall be undertaken by the German Academic Exchange Service or the Carl Duisberg Association.

Article 15. Both Contracting Parties shall seek to ensure that participants in the exchange programme are able to enjoy close contacts with the cultural life of the host country.

Article 16. The Contracting Parties shall provide all facilities for the implementation of the programme and shall make the necessary arrangements with the competent authorities.

Article 17. The Contracting Parties shall periodically review the conditions under which the programme is being conducted and shall evaluate the experience gained in the light of their common desire to obtain the best possible results.

Article 18. Candidates shall be notified of their final selection and departure dates by the competent agency of the country of origin. The arrival dates of participants shall be agreed between the embassy of the country of origin and the competent agency of the host country.

Article 19. The Governments of the Federal Republic of Germany and the United Mexican States shall, in accordance with their laws and other domestic provisions, facilitate the entry and the import of personal effects and of such scientific equipment as is necessary for the implementation of the training programme.

Article 20. This Agreement shall also apply to *Land Berlin* provided that the Government of the Federal Republic of Germany has not made a contrary declaration to the Government of the United Mexican States within three months from the date of entry into force of this Agreement.

Article 21. Other details and practical questions relating to the programme which are not referred to in this Agreement shall be settled by consultations between the agencies competent with respect to the implementation of the programme, through the embassies of the Contracting Parties.

Article 22. This Agreement shall enter into force on the date of its signature, and shall be valid for a period of three years; it may be renewed by an exchange of diplomatic notes.

DONE at Bonn on 6 February 1974 in two original copies, each in the German and Spanish languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:
SCHEEL

For the Government of the United Mexican States:
E. O. RABASA

A N N E X A

THE FEDERAL MINISTER FOR ECONOMIC CO-OPERATION

II A 5-T 5310-57/69

INSTRUCTIONS FOR THE IMPLEMENTATION OF TRAINING AND FURTHER
TRAINING PROJECTS FOR NATIONALS OF DEVELOPING COUNTRIES OF
12 DECEMBER 1969

Text of 5 March 1964 (*BAnz.* No. 55 of 19 March 1964), as amended on 12 December 1969
(*BAnz.* No. 239 of 24 December 1969)

Foreword

Part A. Government programmes

- I. Principles
- II. Procedures
- III. Financing
- IV. Certification of training, and follow-up in the developing country

Part B. Special rules

Part C. Final provisions

FOREWORD

The purpose and function of assistance in training and further training is to provide the individual as the agent of social and economic progress, with knowledge, skills and experience.

Vocational training and further training in the Federal Republic of Germany should prepare specialists and managers from developing countries to assume major functions in their own countries. Basic training should, so far as possible, be provided in the developing countries.

Training and further training should serve primarily to ensure personnel support for German technical assistance and financial assistance projects and for private investments and activities.

Specialists and managers from developing countries should be given, in addition to their specialized training and further training, as full an insight as possible into German life. Business trainees should in particular be familiarized with modern economic and production conditions. Meetings with the German people and contacts with our cultural environment and our social and economic order are also important from the standpoint of development policy. Such contacts will both contribute to a better understanding between individuals and peoples and strengthen the friendly relations between developing countries and the Federal Republic of Germany.

On the basis of the decision of the Prime Ministers of the *Länder* of 3/4 May 1962, the training and further training of nationals of developing countries is conducted in collaboration between the Federation and the *Länder*. The following instructions are designed to ensure joint planning and implementation of the training and further training projects for specialists and managers and for students from developing countries at special schools and academies (or schools) of engineering.

PART A. GOVERNMENT PROGRAMMES

I. PRINCIPLES

1. *Agreement with the Government of the sending country*

On every training and further training project, agreement must be reached with the Government of the developing country. Its co-operation as a partner must be sought.

2. *Merits of the project from the standpoint of development policy*

Training and further training projects are to be in conformity with the Federation's development policy planning. They should be designed to take account of the most urgent needs of, and development trends in, the sending country, and in particular to supply the personnel requirements of official and private development assistance projects.

In accordance with the objectives of the Federal Government's development policy, the following, in order of priority, merit support:

- (a) training and further training projects to provide personnel support for official and private development assistance projects, particularly where they are conducive to the replacement of German teachers, instructors and other experts.
- (b) standardized programmes of practical and theoretical training and further training for specialists and managers in major sectors of business and administration.
- (c) projects for the training and further training of highly qualified specialists and managers for a single major function, taking into account the special wishes of the Governments of developing countries with respect to training.

3. *Setting of goals*

Participants in training and further training programmes should receive practical and also, where necessary, theoretical specialized advancement. The goal should be the award, if possible, of a certificate upon completion of the training and further training.

4. *Eligibility*

Participants in programmes are to be selected according to suitability in terms of character, specialization, linguistic knowledge and health. The training and further training sought must be of a kind which merits priority, regard being had to prior specialized knowledge, facilities for training and further training in the country of origin and the subsequent occupational activity envisaged in the sending country. Account must be taken of the economic, cultural and social conditions of the sending country.

Due consideration should be given in the selection process to candidates whose desired further training would supplement German-supported training activities in the sending country. An attempt should be made to determine in each case whether employment appropriate to the candidate's training appears to be guaranteed on his return to his country.

Normally, candidates should be not less than 18 and not more than 35 years of age.

5. *Assurance of employment*

By arrangement with the Government or other agencies of the sending country, employment appropriate to the training and further training of specialists and managers should be assured on their return to their country. The prerequisites for this include, in particular, the recognition, appropriate to the level reached, of the specialized examinations taken in the Federal Republic of Germany.

6. *Obligation to return*

The candidate must undertake, when accepting his fellowship, to return to his own country without delay upon completion of his training and further training. He shall be required to return to his country.

7. *Project sponsor*

Prior to the initiation of every programme, it must be determined which agency is assuming over-all responsibility for the project and its financing (project sponsor). The fact that the implementation of a project is entrusted to a private organization does not imply that the latter is assuming the sponsorship. Public support for a project of a private German organization does not preclude the latter's sponsorship.

Joint sponsorships are possible. In such a case, uniform conduct of the project must be ensured.

8. *Counselling*

Counselling is an essential component of training and further training. It should facilitate adjustment to German conditions of life, should provide contacts and an objective impression of Germany, and should help participants in the programme to overcome problems arising in connexion with the technical and economic development of their countries.

II. PROCEDURES

1. *Basic planning*

The Federal Ministry for Economic Co-operation, in collaboration with the Ministry of Foreign Affairs, shall prepare for the following financial year a basic plan for training and further training projects, taking into account development policy and foreign policy considerations.

The basic plan shall be discussed with the federal ministries involved. It shall be communicated to the *Länder* through their competent departments and shall then be debated in the Development Assistance Committee of the *Länder*.

The *Länder* shall inform the Federal Ministry for Economic Co-operation of the extent to which they anticipate granting fellowships under this plan and shall specify the projects they wish to implement and finance.

The Federal Ministry for Economic Co-operation shall inform the *Länder* of the programmes which can be implemented and shall forward the relevant documentation.

Where necessary, specific projects shall be discussed with the federal and *Land* department involved.

2. *Forward planning*

German foreign mission shall be notified as early as possible of the projects provided for in the basic plan. In order to economize on travel costs and ensure the even utilization of language instruction centres, the arrival dates of fellowship-holders should be fixed well in advance for a number of developing countries at one time.

3. *Initiation of programmes*

The Federal Ministry for Economic Co-operation, with the participation of the Ministry of Foreign Affairs, shall inform the Government of the sending country of the Federal Government's training and further training projects. Other projects sponsors shall transmit the document setting out the details of the programmes to the Federal Ministry for Economic Co-operation, which shall forward it through the Ministry of Foreign Affairs. The special conditions for the implementation of the project shall in each case be communicated to the Government of the sending country along with the offer of fellowships.

4. *Selection*

The careful selection of participants in the programme is essential to the success of the training and further training. The criteria specified in section I (4) must be strictly observed.

In particular, the following shall apply:

(a) *Nomination*

As a general rule, suitable candidates are to be nominated in collaboration between the Government of the sending country and the German foreign mission. In the case of project-related programmes, German project directors and agents of the German Development Service shall have the right to propose candidates.

(b) Selection board in the sending country

The preliminary selection of candidates shall be made by a board headed by a member of the German foreign mission. The head of the board shall appoint the members. The membership of the board should include German specialists and experts (e.g., teachers at German technical schools, project appraisers, agents of the German Development Service and representatives of German companies and chambers of foreign trade who are resident in the country). It shall be within the discretion of the foreign mission to arrange, where appropriate, for representatives of the sending country to participate in the work of the board.

Where it appears desirable for technical reasons, the Federation and the *Länder* may participate, through their own representatives or other experts, in the preliminary selection process in the developing country. In order that German foreign missions may be informed in good time, through the Ministry of Foreign Affairs and their views may be heard, the dispatch of such representatives must be agreed with the Federal Ministry for Economic Co-operation.

(c) Preliminary selection

Application papers must be checked for completeness; the suitability of candidates is to be judged on the basis of the information given concerning personal characteristics, previous vocational training and type of training desired.

Candidates who are placed on the short list shall be invited to appear in person before the board. In the course of individual interviews the information given in the application forms should be reviewed and verified and it should be ascertained whether the desired training and further training is at variance with the applicant's previous activities and whether he is technically qualified. The selection criteria specified in section I (2) and (4) must be observed. Once an over-all impression has been formed, consideration shall be given to whether the candidate can be expected to cope with the demands of a relatively long sojourn in Germany.

(d) Tests

Tests should be conducted to establish the linguistic and technical qualifications of candidates, particularly in the case of candidates for programmes of further training oriented predominantly towards theoretical specialization.

(e) Training proposal

The German diplomatic mission shall arrange for a detailed training proposal to be prepared by the German experts working in the country, including agents of the German Development Service. This applies particularly in the case of project-related programmes of further training.

(f) Advance information

The German foreign mission should provide candidates with full information on the scheduled programme of training and further training and on living conditions in the Federal Republic of Germany.

(g) Medical examination in the developing country

Candidates proposed by the selection board are to be given a thorough medical examination conducted by the German foreign mission's official doctor. In the case of larger-scale programmes, where medically necessary and financially justifiable, a German medical officer may be dispatched to perform the examination. The medical questionnaires must be completed in full. Proof of the necessary vaccinations must be in the form of valid international vaccination certificates.

(h) Application papers

German foreign missions shall send to the Federal Ministry for Economic Co-operation or to an agency designated by it the duly completed application papers, the medical examina-

tion forms, the training proposal and a report on the programmes offered, the selection procedure and the findings of the selection board. The Federal Ministry for Economic Co-operation shall forward these documents to the project sponsor concerned, if any.

(i) *Admission to the Programme*

The final decision on admission to the programme shall be taken by the project sponsor concerned, in agreement with the Federal Ministry for Economic Co-operation. Account shall be taken of the training facilities available in the Federal Republic of Germany. The views of the competent agencies, especially the Federal Employment Agency, shall be heard.

5. *Outward and return travel*

In principle, participants in the programme should depart on the dates scheduled for the developing countries concerned (see section II (2)). The foreign missions shall ensure that participants are ready to leave at the appointed time and that all necessary formalities (e.g., passport, visa, transit visa, if needed, and vaccination certificate) have been duly completed. Participants who are not ready to leave on time will be unable to travel to the Federal Republic of Germany until a later date, to be rescheduled. Participants in the programme who proceed to the Federal Republic without being called or ahead of time will be unable to claim either travel or subsistence expenses from the German Party. If necessary, they will be referred for assistance to the foreign mission of their own country. The Federal Ministry for Economic Co-operation may delegate to the Carl Duisberg Association the technical arrangements for travel to and from the country by participants in those programmes which are entrusted to the Association.

6. *Medical examination in the Federal Republic of Germany*

Except in cases where a German medical officer was dispatched (see section II (4) (g)), the medical examination required for the issue of a residence permit and for the determination of special vocational aptitudes shall be carried out, upon the arrival of participants in the Federal Republic of Germany, by the medical service of the Federal Labour Institute, where the latter is responsible for assignment to training centres in accordance with the second paragraph of section II (9).

7. *Language instruction*

Language instruction should, so far as possible, be provided in the developing country. In the selection process, due account is to be taken of the results of the language instruction in the developing country and of the marks awarded in the corresponding tests.

Even where knowledge of the language is adequate, a further language course will normally be required in the Federal Republic of Germany. Language instruction will normally continue for four months; its duration shall be determined according to the needs in each case. A continued improvement in knowledge of the language must be ensured during the specialized training and further training.

Language instruction as a whole must take into account the specific requirements of the specialized training and further training.

8. The project sponsor shall ensure that a training schedule is drawn up for each participant in the programme. The duration of vocational training and further training shall be determined with due regard to prior knowledge and to the purpose of the training. It shall be calculated to result in a complete course of training. As a general rule, it shall not exceed 18 months.

9. *Training posts*

Training posts shall be made available by the agencies which are competent under general law or by other organizations specially entrusted with the task (e.g. the centres of the German Foundation for Developing Countries).

The assignment of participants in the programme to industrial training centres shall be effected by the Federal Labour Institute, and in particular by the Federal Employment Agency, in collaboration with the local offices of the Federal Labour Institute.

10. *Monitoring of training*

The project sponsor shall regularly monitor the progress of training; the training schedule shall be adjusted, if necessary, according to the results. Review of the success of assignments to training centres shall remain the responsibility of the offices of the Federal Labour Institute; the result shall be reported to the project sponsor.

11. *Counselling*

Counselling shall be entrusted to suitable agencies or organizations, normally the Carl Duisberg Association.

12. *Extraordinary occurrences*

Should an event of unusual importance occur (e.g. a criminal offence or a death) the project sponsor or the agency implementing the programme shall immediately notify the Federal Ministry for Economic Co-operation and the Ministry of Foreign Affairs.

13. *Early return of participants*

If for some special cause (e.g. disciplinary reasons, sickness or incompetence), or for reasons of public policy, a participant has to be sent back to his country ahead of time or has to be expelled, the Federal Ministry for Economic Co-operation and any other sponsor of the project shall be promptly notified.

The Federal Ministry for Economic Co-operation shall notify the embassy of the sending country and the German foreign mission, through the usual channel, of the action taken.

III. FINANCING

1. *Outward and return travel costs*

Outward and return travel costs shall, where possible, be borne by the Government of the sending country as a counterpart contribution. Only when this proves impossible will the travel costs be borne by the project sponsor. The same shall apply when a participant is sent back to his country, with the proviso that any resulting additional costs to *Land* programmes will not be reimbursed by the Federation.

Where travel costs are to be borne by the German Party, the most economical form of outward and return travel must be chosen. Tourist-class costs will be acceptable.

In such cases, excess baggage charges for up to 10 kilograms and airport taxes will also be borne. A per diem allowance for travel by sea, up to a predetermined limit, shall be payable. For travel by scheduled flight, Deutsche Lufthansa AG should be used. In the case of unscheduled commercial traffic, German airlines shall, where possible, be given preferential consideration.

2. *Costs of medical examination in the developing country*

The costs of medical examination of candidates may be borne, by way of exception, if examination by the German foreign mission's official doctor would not otherwise be ensured. The prerequisites for such an exception are that proof that the Government of the sending country is not bearing these costs is produced and that payment by the candidate appears unreasonable.

3. *Standard benefits to be provided by the project sponsor*

The project sponsor shall provide the following standard benefits, in accordance with more detailed specifications:

- (a) Insurance to cover sickness, passage home in case of sickness, transportation of the body in case of death, accidents outside the workplace and third party liability outside the workplace under a group insurance contract.
- (b) Costs of language instruction, including living accommodation, food, study materials, cultural counselling; per diem allowance for the duration of the language course: these per diem allowance shall be payable in full if the course is attended for more than half a month (15 calendar days) and otherwise at the rate of 50 per cent. The per diem allowance shall not be payable if a subsistence grant under subparagraph (c) is being paid for a given period.

A single clothing grant for participants in programmes of more than 12 months' duration, or on production or proof of need.

A single grant for working clothes and protective clothing for the period of training and further training, in occupations where this is necessary.

- (c) Subsistence costs (even during vacations), taking into account any subsistence grants provided by the enterprises. Payment shall normally be made by the Federal Employment Agency, Frankfurt. The subsistence grant shall be payable on a four-level scale, according to previous training and present assignment.

The subsistence grant shall be payable in full if the vocational training and further training begin on or before the fifteenth day of the month, and at the rate of 50 per cent, if they begin on or after the sixteenth day. Unless the assistance terminates at the end of a month, one half of the grant shall be payable if it terminates on or before the fifteenth day of a month, and the grant shall be payable in full if it terminates later.

In the event of hospitalization, the subsistence grant shall be payable in full for up to seven days from the date of admission and shall be reduced from the eighth day onwards. As from the first day of the following month, but after seven days of hospitalization at the earliest, a per diem allowance shall be payable in lieu of the subsistence grant. If it is necessary to maintain the living accommodation at the place of training, a grant to meet rental costs may be awarded as from that date.

4. *Benefits to be provided by the project sponsor in special cases*

According to the circumstances of each specific case, the project sponsor may, at the request of the implementing agency and upon production of proof of the costs—in the case of subparagraphs (c) and (d) before any action is taken and upon submission of a detailed and substantiated cost schedule—bear the following costs, up to certain prescribed limits:

- (a) A grant towards accommodation at a hotel or boarding-house for a maximum period of two months if, by way of exception, residential accommodation cannot be found by the counselling organization. A reasonable share of the cost shall be borne by the person concerned.
- (b) Expenditure on supplementary individual advanced technical instruction, especially the cost of study materials. In the case of study materials, a reasonable share of the cost shall be borne by the person concerned.
- (c) Costs of courses at training centres outside the workplace and of advanced theoretical specialized instruction. The total cost of such courses (lecture-rooms, learning aids, teaching and study materials, tuition and lecture fees) and of other special items shall be subject to certain limits.
- (d) Costs of group courses and of intermediate and final seminars. Where possible, living accommodation and food shall be provided.

The subsistence grant shall be payable in full for up to seven days. From the eighth day onwards, the daily subsistence grant will be reduced and a per diem allowance will be paid. If it is necessary to maintain the living accommodation at the former place of training, a grant to meet rental costs may be awarded.

- (e) Costs of travel within Germany by public transports where such travel is necessary in connexion with the training and further training and is arranged by the project sponsor or, with the sponsor consent, by the organization conducting the programme.

Reimbursable travel costs shall include both costs of transport and per diem and overnight allowances, according to the current rates under federal law relating to travel costs:

"For fellowship-holders in receipt of subsistence allowances at the two lowest rates (items 3 c, (a) and (b) of the scale of maximum amounts) travel costs level A shall apply; for those in receipt of subsistence allowances at the two highest rates (item 3 c, (c) and (d) of the scale of maximum amounts) travel costs level E shall apply".

This scale shall apply with the proviso that only the cost of travel by second class will normally be reimbursed.

Where participants in programmes are required under their training schedule to travel regularly to other places of training and further training, a flat-rate daily allowance shall be payable in lieu of travel costs. The same shall apply in case of constant changes in the place of training and further training.

- (f) Necessary medical expenses up to a reasonable limit, in so far as they are not covered by insurance.

5. Joint sponsorship

Where *Länder* undertake projects under the basic plan, prior arrangements may be made for joint sponsorship (section I (7)) in such a form that the following costs shall normally be borne by the Federation:

outward and return travel, costs of insurance for the entire period of sojourn in Germany, language course costs, clothing costs, installation grants and uncovered medical expenses.

If arrangements are made in accordance with the preceding paragraph, the *Land* shall, from the time when it assumes the sponsorship, be responsible for the full financing of the ensuing period of training in accordance with these instructions.

6. Counselling expenses

Expenses for general counselling shall be payable in accordance with the provisions of the *Grundsätze für die Betreuung von Angehörigen der Entwicklungsländer in der Bundesrepublik Deutschland* ("Principles for the counselling of nationals of developing countries in the Federal Republic of Germany") of 21 April 1967 (see section II (11)).

IV. CERTIFICATION OF TRAINING, AND FOLLOW-UP IN THE DEVELOPING COUNTRY

1. Diploma

Participants in the programmes shall be awarded a diploma certifying the nature, duration and successful completion of their training and further training in the Federal Republic of Germany. Details are laid down in the "Principles" of 14 June 1966.

2. Follow-up contacts

In order to consolidate the contacts established with the Federal Republic, monitor the results of the training and further training measures and make the activities of those returning home fully effective from the standpoint of development policy, follow-up contacts should be cultivated. Such contacts should focus on further technical training, guidance and exchange of ideas. Details will be laid down in special regulations.

PART B. SPECIAL RULES

1. Public funds should normally be used only for cases of assistance consented to by the competent agencies of the developing country. In this connexion, the Government of the developing country should be advised that candidates may be assigned to the next programme scheduled for that country. In the selection of such candidates for assistance, particularly strict standards are to be applied. The systematic implementation of purposeful training measures

must not be compromised by the creation of additional incentives to enter the Federal Republic of Germany through the provision of assistance to candidates who are already there.

2. Public funds shall be disbursed in the form of loans. The recipient must repay the loan if for reasons within his control the training schedule cannot be adhered to if he does not return to his own country within six months after the termination of his training and further training, or if he uses his knowledge within the framework of development assistance elsewhere. A loan contract must be concluded with the recipient before he is admitted to the assistance programme.

3. In all cases of assistance to individual candidates, the Federal Ministry for Economic Co-operation must be notified. The Ministry shall, if necessary, approach governmental agencies in the developing country through the Ministry of Foreign Affairs.

4. *Special programmes*

Any special rules that may be necessary in connexion with special programmes must be approved by the project sponsor. They shall in any event be subject to agreement with the Federal Ministry for Economic Co-operation. Special rules relating to Part A, section III, shall, in the case of a federally-assisted project, require the prior consent of the Federal Minister of Finance.

5. *Special candidates*

Candidates who do not fully meet the technical qualification for the training and further training programmes may be accepted for assistance only in exceptional and specially substantiated cases, at the request or with the endorsement of the German foreign missions.

PART C. FINAL PROVISIONS

1. *Distinction from other measures*

These instructions shall not apply to brief sojourn of up to two months which are solely for information purposes. This includes participation in conferences, seminars and inspection tours.

2. *Entry into effect*

These instructions shall enter into effect on 1 January 1970. The instructions of 5 March 1964 (*Bundesanzeiger* No. 55 of 19 March 1964) shall thereupon cease to have effect.

A N N E X B

Optics

- Physical optics
- Geometrical optics
- Lens grinding

Steel

- Carbon chemistry
- Special steels

Precision mechanics

- Machine tools
- Matrix, mould and die design

Food technology

- Meat products (packaging and conservation)
- Sausages (preservation)
- Milk and dairy products (packaging and conservation)
- Canned fish
- Wheat flour
- Margarine

Instrumentation (industrial and medical)

- Control of fermentation processes
- General metrology
- Instrumental monitoring

Electricity

If the list in annex B is not limitative, the following fields should be considered.

Textiles

- Cotton fibers

Paper industry

- Paper manufacturing (not from soft-woods)

Fertilizers

- Nitrogenous fertilizers

Extractive industries

- Copper
- Tin
- Zinc

Environmental pollution

Multinational pollution problems
Influencing public opinion
Pollution of rivers and lakes
Air pollution
Biological monitoring
Instrumental monitoring

Education

Education of the mentally and physically
handicapped
Audio-visual education
Programmed education
Adult education

ANNEX C

For the purpose of implementing article 11 (b) of the Agreement on the special exchange programme for young technicians between the Government of the United Mexican States and the Government of the Federal Republic of Germany, the following provisions shall be observed during the implementation of the first phase of the programme:

1. The Government of the United Mexican States undertakes to grant to the young German participants a monthly allowance for food, living accommodation and personal necessities.
2. The aforementioned grant shall be paid by the competent agency in Mexico, namely, the National Council for Science and Technology, through the banking institution designated by the Council for that purpose, and shall be disbursed by the office of that institution nearest to the place where the fellowship-holder is receiving his training.
3. The amount of the monthly grant payable to the German participants shall be as follows:
 - (a) Fellowship-holder who have passed the first degree examination (bachelor's degree): 2,700 Mexican pesos,
 - (b) Fellowship-holder who have had further education or specialized training after obtaining the first degree: 3,200 Mexican pesos.
4. The monthly grant shall be available to the fellowship-holder as from the first day of each month and shall be paid in advance.
5. The grant payable for the period of training shall also be payable for the period of language instruction, provided that the latter takes place during the time approved by the competent agency in Mexico for the sojourn of the fellowship-holder.
6. The grant shall be payable so long as the fellowship-holder satisfactorily performs his training. Otherwise, the National Council for Science and Technology may, with the prior agreement of the competent German agencies, suspend payment of the grant.
7. The amount of the grant referred to in this annex may, by prior agreement between the Contracting Parties, be revised in the light of fluctuations in the purchasing power of the currency, subject to the principle of reciprocity.
8. Financial conditions relating to the special exchange programme for young technicians, other than the grant referred to in this annex, shall be governed by the Conacyt regulations for foreign fellowship-holders.
9. The grant shall also be payable during official holidays of the institution at which the training is being performed, provided that they fall within the period of the fellowship.

ANNEX D

Iron and steel technology

- (a) Sponge iron
- (b) Smelting methods

Architecture

- (a) Architectural design
- (b) Housing units
- (c) Rural housing
- (d) Restoration of monuments and cultural property

Petroleum Technology

- (a) Marine drilling
- (b) Storage and distribution of petroleum products
- (d) Petrochemistry

Data Processing

- (a) Design of administrative systems
- (b) Applied operations research

Social medicine

- (a) Administration
- (b) Operation of service units in rural areas
- (c) Rehabilitation

Agriculture and livestock production

- (a) Hard-fiber textiles
- (b) Industrial processing of wool
- (c) Tropical ecology
- (d) Improvement of plant species
- (e) Soils
- (f) Entomology

Physics

- (a) Quantum mechanics
- (b) Solid state
- (c) Theoretical nuclear physics
- (d) Optics
- (e) Elementary particles

Geophysics

- (a) Seismology

Engineering

- (a) Soil mechanics
- (b) Hyperstatic shells

Medicine

- (a) Cardiology
- (b) Dermatology
- (c) Mycology
- (d) Hospital work
- (e) Physiology
- (f) Gastroenterology
- (g) Medical genetics
- (h) Tropical medicine
- (i) Nutrition
- (j) Oncology
- (k) Traumatology
- (l) Paediatrics

Chemistry

- (a) Biochemistry
- (b) Immunochemistry
- (c) Organic chemistry

Anthropology

- (a) Ethnology
- (b) Social anthropology
- (c) Linguistics

Plastic arts

- (a) Handicrafts
- (b) Printing
- (c) Enamelling
- (d) Engraving
- (e) Tapestry

History

Sociology

Philosophy

Geography

Archaeology

Language and literature

- (a) Classical
- (b) Spanish