

No. 16357

**FEDERAL REPUBLIC OF GERMANY
and
SYRIAN ARAB REPUBLIC**

**Basic Agreement regarding technical co-operation (with
exchange of notes). Signed at Damascus on 26 January
1976**

Authentic texts: German, Arabic and English.

Registered by the Federal Republic of Germany on 1 February 1978.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
RÉPUBLIQUE ARABE SYRIENNE**

**Accord de base relatif à la coopération technique (avec
échange de notes). Signé à Damas le 26 janvier 1976**

Textes authentiques : allemand, arabe et anglais.

Enregistré par la République fédérale d'Allemagne le 1^{er} février 1978.

BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC REGARDING TECHNICAL CO-OPERATION

The Government of the Federal Republic of Germany and the Government of the Syrian Arab Republic,

Equally anxious to intensify, on the basis of equality of their mutual interests, non-intervention in the internal affairs of the other Contracting Party and the unimpaired dignity and sovereignty of the two countries, the exchange of specialists, research workers and technicians in all fields of economic and technical development, and

Desiring to establish the general framework for their technical co-operation and formulate the details thereof,

Have agreed as follows:

Article 1. (1) The Contracting Parties shall endeavour to co-operate and assist each other on the basis of the present Agreement.

(2) They may conclude arrangements regarding individual projects of technical co-operation.

Article 2. (1) The arrangements referred to in article 1 (2) of the present Agreement may provide that the Government of the Federal Republic of Germany shall, at its expense,

- (a) assist in the establishment of training and advisory centres as well as other facilities in the Syrian Arab Republic by sending to Syria teachers and experts, and by providing equipment;
- (b) engage consultants to make studies for individual projects;
- (c) send experts to the Syrian Arab Republic to carry out special tasks and provide them with their professional outfit.

(2) The Contracting Parties shall:

- (a) support co-operation between the two countries in the field of education and training;
- (b) promote co-operation between scientific institutions in both countries by dispatching, or procuring the services of, scientific and technical personnel, and by providing equipment.

(3) All personnel sent to the Syrian Arab Republic by the Government of the Federal Republic of Germany will hereinafter be referred to as "experts."

(4) The competent authorities of the Syrian Arab Republic shall designate technicians to co-operate with the experts sent to the Syrian Arab Republic by the Government of the Federal Republic of Germany. The said Experts shall endeavour in carrying out their assignments to pass on to their colleagues all relevant information concerning the methods and techniques used in their fields of work.

¹ Came into force provisionally on 26 January 1976 by signature, and definitively on 7 August 1976, when the Government of the Syrian Arab Republic had notified the Government of the Federal Republic of Germany of the fulfilment of the national requirements of Syria, in accordance with article 10 (1).

(5) The Government of the Federal Republic of Germany shall meet the cost of transporting and insuring the equipment it has supplied for the individual projects as far as the project station; this shall not include the cost of storage in the Syrian Arab Republic.

Article 3. (1) The Government of the Federal Republic of Germany shall endeavour:

- (a) to promote the advanced training of specialists, high-level personnel, scholars and scientists from the Syrian Arab Republic in the Federal Republic of Germany or another country;
- (b) to arrange for the training and advanced training of nationals of the Syrian Arab Republic in the Federal Republic of Germany or at institutions promoted under German Technical Assistance programmes.

(2) The execution of the measures envisaged in paragraph 1 above, especially with regard to the acceptance of applicants for training under promotion programmes, shall be subject to separate arrangements.

(3) The Government of the Syrian Arab Republic shall recognize examinations passed by nationals of the Syrian Arab Republic in the Federal Republic of Germany in accordance with their respective standard. It shall afford them careers, appointments and advancement commensurate with their education and training.

Article 4. The Government of the Syrian Arab Republic shall:

- (a) provide for the projects to be implemented in the Syrian Arab Republic, the land and buildings required, including equipment for the buildings in so far as it is not supplied by the Government of the Federal Republic of Germany;
- (b) assist in the procurement of dwellings for the experts and their families;
- (c) exempt from harbour dues as well as import and export duties, the articles supplied for the projects on behalf of the Government of the Federal Republic of Germany. An import licence shall be issued for these articles by the competent authorities even when their importation would otherwise be prohibited or suspended;
- (d) bear the cost of operation and maintenance in respect of the projects in accordance with a plan to be drawn up jointly;
- (e) make available, at its expense, technical and auxiliary personnel of the Syrian Arab Republic as required;
- (f) ensure, that, after a reasonable period of time, the experts are replaced by qualified specialists of the Syrian Arab Republic. As far as the latter are to receive training in the Federal Republic of Germany or another country, it shall in good time and with the assistance of the appropriate ministry and the German mission or of persons designated by that mission nominate a sufficient number of candidates for such training and meet the cost of their journey to the Federal Republic of Germany or other country and back. It shall nominate only such candidates as have given an undertaking that they will serve on the relevant project for at least five years upon their return. It shall ensure that they are graded and paid according to their qualifications;
- (g) ensure that all authorities and organizations concerned with the implementation of the present Agreement are fully informed of its contents in good time.

Article 5. (1) The Government of the Federal Republic of Germany shall ensure that the service or work contracts concluded with the experts contain obligations pledging them:

- (a) to do their best, within the framework of the arrangements concluded on their work, to help achieve the purposes set forth in Article 55 of the United Nations Charter,
- (b) not to interfere in the internal affairs of the Syrian Arab Republic,
- (c) to respect the laws and customs of the Syrian Arab Republic,
- (d) not to engage in any gainful occupation other than that to which they have been assigned, and
- (e) to co-operate in a spirit of mutual confidence with the official agencies in the Syrian Arab Republic.

(2) If the Government of the Syrian Arab Republic wishes an expert to be recalled from Syria in the interest of co-operation on a basis of partnership, it shall in good time contact the appropriate German mission and explain the reasons for its request. Similarly, when intending to recall an expert of its own accord, the Government of the Federal Republic of Germany shall contact the Government of the Syrian Arab Republic at the earliest possible date. In both cases the Governments shall co-operate in a spirit of mutual confidence in order to overcome, in the interests of all concerned, any difficulties that may arise over the recall of an expert. The Government of the Federal Republic of Germany shall replace a recalled expert as soon as possible.

Article 6. (1) The Government of the Syrian Arab Republic under the provisions of its laws shall:

- (a) ensure that the experts and their families receive full protection for their person and their property; the same shall apply to all persons belonging to their households except if they are nationals of the Syrian Arab Republic;
- (b) afford the persons referred to in sub-paragraph (a) above any assistance they may require for their repatriation in times of international crisis;
- (c) permit the persons referred to in sub-paragraph (a) above in any event to leave the country unhindered if the Government of the Federal Republic of Germany so requests;
- (d) assume liability in respect of any damage to a third party caused by the experts unintentionally in carrying out their tasks.

(2) (a) Paragraph 1 (a)-(c) above shall also apply under the provision of the German law to persons sent to the Federal Republic of Germany under the present Agreement by the Government of the Syrian Arab Republic at the expense of the Federal Republic of Germany.

(b) The Government of the Federal Republic of Germany shall take out a liability insurance for the persons sent to the Federal Republic of Germany under the present Agreement.

(3) Nationals of either Contracting Party staying in the territory of the other Contracting Party in accordance with the provisions of the present Agreement shall be required to respect the laws applicable in that territory. The issuance of residence

permits in either country shall be made in accordance with the respective national laws for the duration of their assignments.

Article 7. The Government of the Syrian Arab Republic shall:

- (a) levy no taxes or other fiscal charges on payments made from funds of the Government of the Federal Republic of Germany to the experts for services rendered under the present Agreement; the same shall apply to any payments made to building and consulting firms;
- (b) permit the persons referred to in article 6 (1) (a) of the present Agreement to import for the duration of their stay, duty and tax free and without providing security, medicaments, special foodstuffs and other articles intended for their personal use; such articles shall also include for each household, one motor vehicle, one refrigerator, one deep-freeze, one washing-machine, one cooker, one radio, one television set, one record-player, one tape-recorder, minor electrical appliances, as well as for each person one air-conditioner, one heater, one fan, and one set of photographic and cine equipment; it shall also be permitted to import replacements, duty and tax free and without providing security, for such articles imported upon first entry as have become unserviceable or been lost; the resale of such articles in Syria shall be subject to the applicable legal provisions. The aforementioned exemptions may, however, not be granted to the persons concerned to the extent afforded the members of the diplomatic corps accredited in the Syrian Arab Republic.

Article 8. The provisions of the present Agreement shall also apply to those experts who, at the time of entry into force of this Agreement, are already active within the framework of technical co-operation between the Contracting Parties; the same shall apply to the other persons referred to in article 6 (1) (a) of this Agreement.

Article 9. The present Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Syrian Arab Republic within three months after the entry into force of this Agreement.

Article 10. (1) The present Agreement shall enter into force provisionally on the day of signature thereof. It shall enter into force finally when the Government of the Syrian Arab Republic shall have notified the Government of the Federal Republic of Germany that the national requirements of the Syrian Arab Republic for such entry into force have been fulfilled.

(2) This Agreement shall be valid for a period of five years and shall thereafter be extended for successive periods of one year unless it is denounced in writing by either Contracting Party three months prior to the expiry of any such period.

(3) Any projects of technical co-operation agreed upon prior to the expiry of the present Agreement shall, until their completion, remain subject to its provisions after expiry.

DONE at Damascus on 26 January 1976 in duplicate in the German, Arabic and English languages, all three texts being authentic.

In case of divergent interpretations of the German and Arabic texts, the English text shall prevail.

For the Government
of the Federal Republic
of Germany:

[Signed — Signé]¹

For the Government
of the Syrian Arab Republic:

[Signed — Signé]²

EXCHANGE OF NOTES

I

THE AMBASSADOR OF THE FEDERAL REPUBLIC OF GERMANY

Damascus, 26 January 1976

Re: Basic Agreement between the Government of the Syrian Arab Republic and the Government of the Federal Republic of Germany regarding Technical Co-operation;
Exchange of notes concerning Art. 6 (1) (c)

Excellency,

With reference to the Basic Agreement, signed today, between the Government of the Federal Republic of Germany and the Government of the Syrian Arab Republic regarding technical co-operation, I have the honour to propose the following agreement regarding the implementation of article 6, paragraph 1, letter c of the said Agreement:

The Government of the Federal Republic of Germany understands, with reference to the negotiations held on 21 April 1975 in Bonn concerning the conclusion of a basic agreement between the Government of the Federal Republic of Germany and the Government of the Syrian Arab Republic regarding technical co-operation, as well as to the statements of 2 August 1975 made by the Government of the Syrian Arab Republic to the Embassy of the Federal Republic of Germany in Damascus, that the experts assigned to the Syrian Arab Republic under the aforementioned Agreement shall be able to leave the country unhindered at any time. The Government of the Federal Republic of Germany declares for its part that it will ensure that the obligations contracted by the aforementioned Agreement are fulfilled.

If the Government of the Syrian Arab Republic declares its consent to the proposals cited above, this note and the corresponding note of Your Excellency express-

¹ Signed by Ulrich v. Rhamm — Signé par Ulrich v. Rhamm.

² Signed by Issam Helou — Signé par Issam Helou.

ing your consent will form an agreement between our two Governments which will enter into force according to article 10 of the aforementioned Agreement.

Accept, Excellency, the assurances of my high consideration.

[Signed]

ULRICH VON RHAMM
Ambassador of the Federal Republic of Germany
in the Syrian Arab Republic

His Excellency Eng. Issam El-Helou
Vice-Minister of the State Planning Commission
of the Syrian Arab Republic
Damascus

II

Damascus, 26th January 1976

Re: Basic Agreement between the Government of the Syrian Arab Republic and the Government of the Federal Republic of Germany regarding Technical Co-operation

Excellency,

I have the honour to acknowledge receipt of your today's note which reads as follows:

[See note I]

I have the honour to confirm that the above correctly sets out the understanding reached between us.

Please accept, Excellency, the assurance of my highest consideration.

ISSAM HILOU

[Signed]
Deputy State Minister for Planning Affairs, S. A. R.

H. E. Mr. Ulrich von Rhamm
Ambassador of the Federal Republic
of Germany in the S. A. R.
