

No. 16792

**FEDERAL REPUBLIC OF GERMANY
and
NIGER**

**Agreement concerning technical co-operation. Signed at
Niamey on 18 June 1977**

Authentic texts: German and French.

Registered by the Federal Republic of Germany on 30 June 1978.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
NIGER**

**Accord de coopération technique. Signé à Niamey le 18 juin
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Textes authentiques : allemand et français.

Enregistré par la République fédérale d'Allemagne le 30 juin 1978.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ CONCERNING TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE REPUBLIC OF THE NIGER

The Government of the Federal Republic of Germany and the Government of the Republic of the Niger,

On the basis of the friendly relations existing between the two countries and their peoples,

On the basis of non-interference in their respective internal affairs,

Desiring to further these relations,

Considering their common interest in promoting technical development,

Recognizing the advantages that would ensue for both countries from closer technical co-operation,

Have agreed as follows:

Article 1. (1) The Contracting Parties shall co-operate with and assist one another on the basis of this Agreement.

(2) To that end, arrangements shall be concluded concerning certain technical co-operation projects.

Article 2. (1) The Federal Republic of Germany shall encourage and assist the Republic of the Niger in its education, training and research efforts in all areas of economic, social and cultural life.

To that end, the Federal Republic of Germany shall receive students and trainees from the Niger in its own training establishments, centres and institutes or in those of other countries.

It shall send technical assistants to the Republic of the Niger in support of these efforts.

In addition, the Federal Republic of Germany shall provide the experts and technical personnel working in the Niger on long-term or special assignment with all the equipment necessary for the efficient performance of their functions.

(2) All personnel sent by the Government of the Federal Republic of Germany shall hereinafter be referred to as "specialists".

(3) The applications of the German specialists shall in all cases be subject to the prior approval of the Government of the Republic of the Niger.

(4) The Government of the Federal Republic of Germany shall bear the cost of:

1. Salaries, transport (from the Federal Republic of Germany to Niamey and back) and insurance in respect of the specialists;
2. Transport and insurance, up to the project site, for articles supplied by it for the various projects, but not the warehousing charges in the Republic of the Niger.

¹ Came into force on 18 June 1977 by signature, in accordance with article 10 (1).

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

1. Promote the further training of intermediate and senior managerial personnel and of scientists from the Niger in the Federal Republic of Germany or in another country;
2. Afford nationals of the Niger opportunities for training and follow-up training in the Federal Republic of Germany or in institutions sponsored by the German technical assistance authorities.

The admission of Niger nationals to German establishments shall be based on the generally accepted relevant criteria. The Government of the Republic of the Niger undertakes to recognize the diplomas awarded in German establishments on the basis of criteria which shall be the subject of a special protocol.

It also undertakes to offer to those of its nationals who have undergone training in Germany the same employment opportunities and prospects as it offers to those who have had equivalent training in any other establishment outside the Federal Republic of Germany.

Article 4. (1) The Government of the Federal Republic of Germany shall ensure that the service or employment contracts of the specialists assigned include provisions requiring the specialists to:

1. Contribute as best they can, under the terms of their employment, to the achievement of the goals set forth in this Agreement;
2. Refrain from interfering in the internal affairs of the Republic of the Niger;
3. Respect the laws and customs of the Republic of the Niger;
4. Refrain from engaging in any economic activity other than that for which they are assigned; and
5. Co-operate in a spirit of trust with the authorities of the Republic of the Niger.

(2) If the Government of the Republic of the Niger wishes a specialist to be recalled in the interest of co-operation between the two parties, it shall contact the office of the Federal Republic in the Niger sufficiently beforehand. Similarly, if the Government of the Federal Republic of Germany recalls a specialist on its own initiative, it shall contact the Government of the Republic of the Niger as soon as possible. In either case, the Governments shall co-operate in a spirit of trust in order to overcome, in the interests of all parties concerned, any difficulties that may arise from the recall of a specialist. The Government of the Federal Republic of Germany shall replace any such specialist as soon as possible.

Article 5. The Government of the Republic of the Niger shall:

1. Provide, to the extent that its possibilities allow, the land and buildings necessary for the projects to be executed in the Republic of the Niger and, in so far as equipment is not provided by the Government of the Federal Republic of Germany, shall equip such buildings;
2. Make appropriate furnished accommodation available to the specialists. In the event that the Government of the Republic of the Niger is unable to meet that obligation, it shall help the specialists to find such accommodation and shall contribute to the rental to the extent that its means allow;
3. Exempt the articles supplied on the order of the Government of the Federal Republic of Germany for the various projects from all entry duties and fees, provided that such duties and fees do not constitute payment for a service rendered;

4. Defray, in accordance with a plan to be drawn up jointly, the operating and maintenance costs of the projects;
5. (a) Defray such travel costs of the specialists as are related to the activities assigned to them by the Government of the Republic of the Niger, and pay them an appropriate daily allowance; or
(b) Pay, for the duration of the specialists' assignments, a flat monthly amount as a contribution towards the cost of official travel of the specialists in the Republic of the Niger; the amount and the recipient shall be determined in the arrangements to be concluded pursuant to article 1, paragraph 2;
6. Provide, at its own expense, the skilled and auxiliary national personnel necessary in each case;
7. Ensure that the specialists assigned are replaced, within a suitable period of time, by appropriate national specialists. In the event that such nationals are to be trained in the Federal Republic of Germany or in another country, it shall, at the appropriate time, determine the candidates to be trained, in sufficient number and in agreement with the Office of the Federal Republic in the Niger or with experts appointed by that office.

Article 6. (1) The Government of the Republic of the Niger shall:

1. Assume full responsibility for protecting the person and property of specialists sent by, or on behalf of, the Government of the Federal Republic of Germany and of the members of their families;
2. Afford the persons referred to in subparagraph 1 above every assistance, in times of international crisis, to facilitate their repatriation;
3. Grant the persons referred to in subparagraph 1 above exemption from arrest and detention and, in every case, guarantee their free departure at the request of the Government of the Federal Republic of Germany. In cases involving an offence or crime, the above-mentioned provisions shall be waived. In such cases, the conditions for their release shall be determined in consultations between the two Governments;
4. Be liable, in lieu of the specialists, for any damage — save where fraud or grave negligence is involved — which they may cause to third parties in connection with duties assigned to them under this Agreement; in this connection no claim may be made against the said specialists; the Republic of the Niger may not enter a claim for compensation regardless of the legal grounds therefor, except in cases involving fraud or grave negligence;
5. Issue to the persons referred to in subparagraph 1 above a document certifying that special protection is accorded to them by the Government of the Republic of the Niger; in the documents intended for specialists, reference shall also be made to the support which will be given to them by the national services for carrying out their assignments.

(2) The immunity referred to in subparagraph 3 is not granted for the personal benefit of those concerned. The Government of the Federal Republic of Germany may waive such immunity at the request of the host country, if it deems that the privilege has been abused.

Article 7. The Government of the Republic of the Niger shall:

1. Allow the persons referred to in article 6, paragraph 1 (1) to enter and leave the country at any time, free of duties and charges, and shall issue to them the necessary work and residence permits;
2. Levy no tax or other charge on the emoluments which will be paid, out of the funds of the Government of the Federal Republic of Germany, to the specialists for services rendered under this Agreement; the same shall apply to emoluments paid to enterprises which, on instructions from the Government of the Federal Republic of Germany, carry out development activities under this Agreement to the extent that such enterprises carry out their activities in the Niger solely in the context of this Agreement;
3. Authorize the persons referred to in article 6, paragraph 1 (1), to import articles and personal effects duty-free, within six months from the date of their arrival in the Niger, at the rate of one item per type of article (one refrigerator, one radio, one camera, one stove, one hotplate, etc.). In no event shall these articles be transferred unless the duty and charges have first been paid;
4. Further authorize the persons referred to in article 6, paragraph 1 (1):
 - (a) To import, free of duty and taxes, one vehicle per specialist;
 - (b) To enjoy the same advantages, in respect of their personal needs — medicine, food products, beverages and other ordinary consumer goods — as are generally accorded to corresponding personnel provided under other bilateral and multilateral technical assistance schemes.

Article 8. The provisions of this Agreement concerning technical assistance shall also apply to specialists who, at the time of the entry into force of the Agreement, are already carrying out an activity in the Republic of the Niger within the framework of technical co-operation between the Government of the Republic of the Niger and the Government of the Federal Republic of Germany; they shall also apply to the other persons referred to in article 6, paragraph 1 (1).

Article 9. This Agreement shall also apply to *Land Berlin*, provided that the Government of the Federal Republic of Germany has not made a declaration to the contrary to the Government of the Republic of the Niger within three months of its entry into force.

Article 10. (1) This Agreement shall enter into force on the date of its signature and shall remain in effect for a period of five years.

(2) This Agreement shall be extended on a year-by-year basis by tacit agreement, unless one of the Contracting Parties denounces it in writing three months prior to the end of the period concerned.

(3) After the expiration of this Agreement, its provisions shall continue to apply to technical co-operation projects which have already been agreed on until their completion.

(4) This Agreement shall supersede the Agreement concerning economic and technical co-operation between the Government of the Federal Republic of Germany and the Government of the Republic of the Niger, concluded on 14 June 1961 and supplemented by the Arrangement of 19 November 1964.

DONE at Niamey on 18 June 1977, in two originals, in the German and French languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

JOHANNES REITBERGER

For the Government of the Republic of the Niger:

[*Illegible*]

MOUSSA SALA
