

No. 17420

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

**and
COSTA RICA**

**Agreement on technical co-operation. Signed at San José on
30 September 1974**

Authentic texts: English and Spanish.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
21 December 1978.*

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

**et
COSTA RICA**

**Accord de coopération technique. Signé à San José le
30 septembre 1974**

Textes authentiques : anglais et espagnol.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
21 décembre 1978.*

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 COSTA RICA

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 Costa Rica;

Desiring to further the existing cordial relations between the Government of the United Kingdom and the Government of Costa Rica and to establish a general plan which will facilitate the development of co-operation in the technical field;

Have agreed as follows:

Article I. The Government of the United Kingdom and the Government of the Republic of Costa Rica shall furnish each other with technical co-operation as provided in this Agreement. Where necessary, however, the terms and conditions of individual projects shall be the subject of exchanges of Notes.

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

- (a) Making available to the other Party experts, advisers and teachers (hereinafter referred to as "Technical Assistance Officers") in order to:
- (i) Participate in research, study, programmes for professional training, working groups, and other related activities;
 - (ii) Collaborate in the training of technical and scientific personnel;
 - (iii) Afford technical assistance on special problems; or to contribute towards the study of projects chosen by agreement between the Parties;
- (b) Providing training facilities in fields relevant to national development;
- (c) Providing machinery, instruments, vehicles and equipment required for training or research approved by the Parties;
- (d) Any other form of technical and scientific co-operation upon which the Parties may agree.

Article III. The Parties shall review their programmes for co-operation, normally once a year, in order to determine whether current programmes should be continued, modified or terminated.

Article IV. The Technical Assistance Officers provided by the Government of the United Kingdom in accordance with the present Agreement shall be in the employment of that Government but shall be responsible to the Government of Costa Rica in the carrying out of their duties. They shall not carry on gainful activities outside their duties without the permission of both Parties.

¹ Came into force on 8 November 1975, i.e., the day following the latter of the notifications by which each Contracting Party had informed the other of the fulfilment of the necessary constitutional requirements, in accordance with article XIV.

Article V. The Government of the Republic of Costa Rica shall:

- (a) At no charge to the Technical Assistance Officers and their families authorize their entry into and departure from that country and grant residence and work permits required in relation to the execution of the projects;
- (b) Exempt the Technical Assistance Officers and their families from all import and other fiscal charges on the furniture and personal effects introduced by them into that country on or within 6 months of first arrival in Costa Rica and from all export duties and other fiscal charges thereon on subsequent re-export. Personal effects shall be considered as including the following: for each family a motor vehicle, a refrigerator, a domestic deep freeze, a radio, gramophone and tape recording apparatus, a television receiver, small electrical apparatus; as well as for each person an air conditioning unit and a still and cine camera. Such furniture and personal effects may be sold in Costa Rica by the Technical Assistance Officer on the termination of his mission, upon payment of such part of the previously exempted duties as may be required;
- (c) Exempt the Technical Assistance Officers from all import and other fiscal charges on all medical supplies and health foods including supplies and foods for the care of young children; and on alcoholic beverages up to a maximum value of £100 per annum for each Technical Assistance Officer reckoned before payment of import and other fiscal charges for the personal use of the Technical Assistance Officers and their families;
- (d) Exempt the Technical Assistance Officers from personal levy, rates payable to a local authority, and income tax or any other tax on, or calculated in relation to, income or other emoluments arising out of their employment paid to them by the Government of the United Kingdom for their services in Costa Rica under arrangements made under this Agreement or in any respect of any other income (not being income which accrues within Costa Rica) received in, or brought into Costa Rica, by them. This exemption will not apply to rates specially levied for the purpose of a public utility.

Article VI. The machinery, instruments, vehicles and equipment provided by the Government of the United Kingdom under the provision of paragraph (c) of article II, whether of public or private origin, together with all technical or professional equipment used by Technical Assistance Officers and brought into the country at any time for the execution of distinct projects, shall be exempted by the competent Costa Rica authorities from all import and other fiscal charges. The Government of Costa Rica or any other recipient organizations in Costa Rica acting on behalf of that Government, shall be responsible for customs clearance and carriage of machinery, instruments, vehicles and equipment from the port of entry to the place of use or Institution. Similar exemptions, clearance and carriage shall be granted if the technical and professional equipment above mentioned is exported upon completion of the assignment.

Article VII. The Government of Costa Rica shall, as necessary, appoint technicians to collaborate with the Technical Assistance Officers provided by the Government of the United Kingdom. In carrying out their assignments, Technical Assistance Officers shall supply these technicians with all such information as may be relevant and desirable regarding methods, techniques and practices applied in their respective fields, as well as the principles upon which such methods, techniques and practices are based.

Article VIII. Unless otherwise agreed between the Parties in particular cases, the Government of Costa Rica shall provide:

- (a) For the Technical Assistance Officers and their families, accommodation containing basic furnishings to an appropriate standard approved by the Government of the United Kingdom, or a rent allowance in lieu (including, as appropriate, the payment of hotel expenses after arrival or before departure);
- (b) Transport for the Technical Assistance Officers and their families, personal and household effects and any specialist equipment the Technical Assistance Officers may possess, within Costa Rica between their duty stations and points of entry and departure;
- (c) Internal transport and subsistence allowance as appropriate to enable the Technical Assistance Officers satisfactorily to carry out their assignments, or alternatively shall pay them mileage allowance (and subsistence allowance as appropriate) for official journeys made in their own private cars;
- (d) Such suitable working accommodation, office equipment and supporting staff as may reasonably be required to enable the Technical Assistance Officers to carry out their assignments effectively;
- (e) Medical and dental services and facilities for the Technical Assistance Officers and their families, or, where there are no such facilities or services, shall reimburse the Technical Assistance Officers and their families for the cost of any necessary medical and dental attention rendered by a private practitioner of the Technical Assistance Officers' own choosing.

Article IX. Unless other arrangements are made in particular cases the financial arrangements shall be as follows:

- (a) The Government of the United Kingdom shall:
 - (i) In the case of Technical Assistance Officers, provide their salaries, overseas allowances and international travel expenses to and from the capital of Costa Rica;
 - (ii) In the case of training facilities, provide for Study Fellows (but not for any dependants) (a) international travelling expenses from and to the capital of Costa Rica, (b) the payment of course fees and other related tuition or research expenses and (c) the payment of a maintenance allowance at standard rates which shall be determined from time to time by the Government of the United Kingdom.
 - (b) The Government of Costa Rica shall:
 - (i) Finance the cost of services provided under article VIII;
 - (ii) In the case of Study Fellows, ensure that suitable arrangements are made to enable them to meet any continuing obligations in Costa Rica.

Article X. The Government of Costa Rica shall indemnify the Technical Assistance Officers and grant them immunity from and against civil liability arising out of or in the course of the performance of their duties, except when such liability arises from wilful misconduct.

Article XI. The Government of Costa Rica may request the recall of any Technical Assistance Officer whose work or conduct is unsatisfactory. Before doing so the Government of Costa Rica shall consult the Government of the United Kingdom. The Government of the United Kingdom may, after consulting with the Government of Costa Rica, recall any Technical Assistance Officer at any time. In case of

recall, the Government of the United Kingdom shall make every effort, in appropriate cases, to obtain a replacement for the recalled Technical Assistance Officer if the Government of Costa Rica so request.

Article XII. The Technical Assistance Officers provided under this Agreement shall while in Costa Rica:

- (a) Be immune from National Service obligations;
- (b) Be given 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;
- (c) Be given the same repatriation facilities in time of national or international crises as are provided for diplomatic missions; and
- (d) Be reimbursed by the Government of Costa Rica for any damage to or loss of personal or household effects resulting from public disturbances.

Article XIII. Unless it is specifically stated otherwise, any subsidiary agreement concluded in accordance with this Agreement shall be considered to be an administrative arrangement only.

Article XIV. Each Contracting Party shall notify the other that it has fulfilled the necessary constitutional requirements for the entry into force of this Agreement. The Agreement shall enter into force on the day following the later of those notifications.

Article XV. Written notice of the termination of this Agreement may be given at any time by either Contracting Party to the other. The Agreement shall terminate sixty days after the receipt of such notice.

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

DONE in duplicate at San José this thirtieth day of September, 1974, in the English and Spanish languages, both texts being equally authoritative.

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

KEITH HAMYLTON JONES
Her Britannic Majesty's
Ambassador

For the Government
of the Republic of Costa Rica:

VÍCTOR H. ROMÁN
Minister of External Relations
and Worship a.i.