

**No. 17571**

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**SWITZERLAND  
and  
MALI**

**Agreement on technical co-operation. Signed at Berne on  
6 October 1977**

**Exchange of letters constituting an agreement relating to  
the above-mentioned Agreement. Berne, 6 October 1977  
and 8 November 1977**

*Authentic texts: French.*

*Registered by Switzerland on 15 February 1979.*

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**SUISSE  
et  
MALI**

**Accord de coopération technique. Signé à Berne le 6 octo-  
bre 1977**

**Échange de lettres constituant un accord relatif à l'Accord  
susmentionné. Berne, 6 octobre 1977 et 8 novembre  
1977**

*Textes authentiques : français.*

*Enregistrés par la Suisse le 15 février 1979.*

[TRANSLATION — TRADUCTION]

## AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION BETWEEN THE SWISS CONFEDERATION AND THE REPUBLIC OF MALI

The Swiss Federal Council and the Government of the Republic of Mali, hereinafter called the Contracting Parties,

Being desirous of strengthening the ties of friendship existing between Switzerland and Mali and of strengthening their co-operation,

Have agreed as follows:

*Article I.* The Contracting Parties undertake to promote, within the framework of their respective national legislations, the implementation of development projects in Mali.

*Article II.* The provisions of this Agreement apply to:

- (a) Co-operation projects between the two Contracting Parties;
- (b) Co-operation projects which have been initiated on the Swiss side by institutions or bodies of public or private law and upon which the two Contracting Parties have mutually agreed.

*Article III.* The co-operation referred to may assume the following forms:

- (a) Financial support to public or private organizations for the implementation of specific projects;
- (b) Dispatching qualified personnel;
- (c) Granting scholarships for studies or courses of professional training in Mali, in Switzerland or in any other country, as the Contracting Parties may agree upon;
- (d) Any other form of co-operation as may be mutually agreed upon by the Contracting Parties.

*Article IV.* With a view to its implementation, each project shall be the subject of a specific agreement which stipulates the obligations incumbent on each Party and which lays down, where necessary, the responsibilities of the personnel envisaged.

Switzerland's contribution to the implementation of projects shall supplement Mali's own efforts to ensure its economic and social development. Mali shall remain responsible for the implementation of projects and the realization of objectives as described in each specific agreement.

The candidacies of qualified expatriate personnel shall be approved by the Government of the Republic of Mali.

The recipients of scholarships shall be chosen by Mali and the orientation of their studies or training shall be determined by the Contracting Parties by mutual agreement.

<sup>1</sup> Entered into force on 6 October 1977 by signature, in accordance with article VIII.

*Article V.* The contributions of the Contracting Parties to the implementation of specific projects shall, in principle, take the following forms:

(a) *Switzerland*

- (aa) Coverage of the costs of the purchase and transport of equipment and materials as far as the sites of the projects, and of certain services necessary for their implementation;
- (ab) Delivery to the Malian Party, as a gift, of equipment and materials provided for the implementation of the project; possible exceptions to this rule as well as the time of delivery shall be stipulated in the project agreement mentioned in article 4, first paragraph;
- (ac) Coverage of all costs arising from the assignment and activity of personnel dispatched by Switzerland and, specifically, salaries, insurance premiums, travel expenses between Switzerland and Mali as well as other official travel and housing and subsistence costs in Mali;
- (ad) Provision, if necessary, to the personnel dispatched by Switzerland of the professional equipment and material (including vehicles) they need to perform their work on the project;
- (ae) Coverage of the costs of studies and other professional training expenses, such as the living expenses and medical insurance costs of all the scholarship-holders referred to in article 3 (c);
- (af) Coverage of trainees' travel costs to and from Switzerland and the return travel costs of the students referred to in article 3(c).

(b) *Mali*

- (ba) Provision of equipment and materials and of certain services required for the implementation of projects, with due regard to Mali's level of development and its ability to contribute;
- (bb) Dispatch of training personnel required for the implementation of projects; these personnel shall assume from the outset, fully and in close collaboration with the personnel dispatched by Switzerland, responsibility for the projects to be implemented;
- (bc) Payment, as a general rule, of the salaries of the personnel dispatched by Mali, in accordance with applicable Malian law; possible exceptions to this rule shall be stipulated in the project agreement mentioned in article IV, first paragraph;
- (bd) Ensuring payment, in accordance with the applicable rules, of the salaries of the persons referred to in subparagraphs (ae) and (af), in so far as they are agents already in the service of the State before their departure, and during the entire period of their training or studies financed by Switzerland;
- (be) Payment of the travel costs from Mali to Switzerland of the students referred to in article 3(c);
- (bf) Guaranteeing the persons referred to in article 3(c), on their return to Mali, a job or a position which will enable them to make the best use of the knowledge and experience they have acquired;

(bg) Provision, if possible and to the extent that the nature of the projects justifies it, of the services which can be performed by local personnel (secretarial services, for example).

*Article VI.* Also, in order to facilitate the implementation of projects within the framework of this Agreement, Mali shall:

- (a) Exempt from all customs duties and taxes the equipment (including vehicles) and materials furnished by the partners in development co-operation projects, public or private, implemented with the help of Switzerland, or pay, if necessary, such duties and taxes itself;
- (b) Authorize expatriate personnel dispatched by Switzerland to introduce temporarily into Mali, free of customs duties and sales taxes, the professional equipment and material they need (including vehicles) provided that on completion of their assignment this equipment and material is re-exported or donated to a project;
- (c) Grant all expatriate personnel provided by Switzerland and the members of their families exemption from duties and taxes for their personal goods; this privilege ends, however, six months after the date of the first entry of the experts into the country and does not extend to drinks and foodstuffs;
- (d) Exempt expatriate personnel and their families from taxation and other fiscal charges in respect of their person or any remuneration (salary, allowance) paid to them by the Swiss Party;
- (e) Issue, free of charge and without delay, the entry, residence and exit visas required by the rules in force;
- (f) Provide all necessary assistance and facilities to the Swiss experts and their families;
- (g) Hold expatriate personnel harmless against any claim for damage arising out of any act done in the discharge of their assigned function provided such damage is not caused either wilfully or through serious negligence.

*Article VII.* After consultation with the Government of Mali, Switzerland may appoint a representative and may establish an office. This person shall be responsible, on the Swiss side, for all questions concerning the technical co-operation referred to in this Agreement. If he resides in Mali itself and does not belong to the Swiss diplomatic service, he shall enjoy the same advantages as those granted to expatriate project personnel.

This latter provision applies also to all expatriate personnel assigned to the office.

*Article VIII.* This Agreement shall come into force from the date of its signature and shall remain in force for three years. Thereafter, it shall continue to be in force tacitly from year to year unless terminated by either Contracting Party, giving written notice at least six months before the expiry of the current year.

The provisions of this Agreement shall also apply to projects already being executed at the time the Agreement enters into force. In the event of conflict between the provisions of this Agreement and those of agreements concluded with respect to those projects, it is the latter which shall apply to the persons and objects concerned.

In case of expiry of the Agreement, the Contracting Parties shall allow the projects then under execution to be fully implemented and the Malian students or trainees then abroad to complete their courses of study or training.

DONE at Berne on 6 October 1977, in two original copies, in the French language.

For the Swiss Federal Council:

HEIMO

For the Government  
of the Republic of Mali:

KEITA

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE SWISS CONFED-  
ERATION AND THE GOVERNMENT OF THE REPUBLIC OF  
MALI RELATING TO THE AGREEMENT ON TECHNICAL  
CO-OPERATION SIGNED AT BERNE ON 6 OCTOBER 1977<sup>2</sup>

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I

Berne, 6 October 1977

Sir,

I have the honour to explain my Government's position regarding the implementation of article VI (g) of the Agreement of Technical Co-operation concluded between our two Governments on 6 October 1977,<sup>2</sup> which is as follows:

The privileges stipulated in article VI (g) shall be granted to specialists of Swiss nationality hired for the purposes of the Agreement.

They may be granted by derogation to non-Swiss specialists at the explicit request of the Swiss Federal Council.

If you accept this interpretation, it shall be applied as an integral part of the Agreement.

Accept, Sir, the assurances of my highest consideration.

[Signed]

LAMINE KEITA  
Minister for Industrial Development and Tourism  
of the Republic of Mali

Director of Development Co-operation  
and Humanitarian Aid

II

Berne, 8 November 1977

Sir,

I have the honour to acknowledge receipt of your letter of 6 October 1977, which reads as follows:

[See letter I]

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<sup>1</sup> Came into force on 8 November 1977 by the exchange of the said letters, with retroactive effect from 6 October 1977, the date of the entry into force of the Agreement of 6 October 1977.

<sup>2</sup> See p. 146 of this volume.

After giving this text the closest attention, I have the pleasure and privilege of confirming my Government's agreement.

Accept, Sir, etc.

HEIMO

His Excellency M. Lamine Keita  
Minister for Industrial Development and Tourism  
of the Republic of Mali