

No. 18392

**FEDERAL REPUBLIC OF GERMANY
and
LIBERIA**

**Agreement regarding economic and technical co-operation.
Signed at Monrovia on 27 September 1974**

Authentic texts: German and English.

Registered by the Federal Republic of Germany on 28 March 1980.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
LIBÉRIA**

**Accord de coopération économique et technique. Signé à
Monrovia le 27 septembre 1974**

Textes authentiques : allemand et anglais.

Enregistré par la République fédérale d'Allemagne le 28 mars 1980.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LIBERIA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY REGARDING ECONOMIC AND TECHNICAL COOPERATION

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

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

Desiring to intensify those relations,

Considering their common interest in promoting economic and social progress in their states, and

Recognizing the benefits to be derived by both States from closer economic and technical co-operation,

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 and/or any amendments or supplemental agreements in relation thereto.

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

Article 2. (1) The arrangements referred to in article 1 (2) of the present Agreement shall require, where necessary, the Government of the Federal Republic of Germany to:

- (a) Assist in the establishment of training and advisory centres as well as other facilities in Liberia by sending to Liberia teachers and specialists, and by providing equipment;
- (b) Engage consultants to make studies for individual projects;
- (c) Send experts to Liberia to carry out special tasks and provide them with their professional outfit;
- (d) Place advisers at the disposal of the Government of the Republic of Liberia;
- (e) Support co-operation between the two countries in the field of education and training;
- (f) Promote co-operation between scientific institutions in both countries by dispatching, or procuring the services of, scientific and technical personnel, and by providing equipment.

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

(3) 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 cost of storage in Liberia.

¹ Came into force on 27 September 1974 by signature, in accordance with article 9 (1).

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

- (a) To promote the advanced training of Liberian specialists, high-level personnel, scholars and scientists in the Federal Republic of Germany or other countries;
- (b) To arrange for and finance the training and advanced training of Liberian nationals 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 Republic of Liberia shall recognize examinations passed by Liberian nationals in the Federal Republic of Germany in accordance with their respective standard. It shall afford the persons concerned such opportunities with regard to careers, appointments and advancement as are commensurate with their education and training.

Article 4. The Government of the Republic of Liberia shall:

- (a) Provide for the projects in Liberia the land and other support by local authorities necessary for the full implementation of the projects;
- (b) Assist the specialists in arranging for adequate dwellings in Liberia;
- (c) Exempt from import and export duties and storage and other public charges the articles supplied for the projects on behalf of the Government of the Federal Republic of Germany. The importation of the articles supplied shall not be subject to licensing;
- (d) Meet the cost of operation and maintenance in respect of the projects in accordance with a plan to be drawn up jointly by the parties;
- (e) Make available at its expense Liberian technical and auxiliary personnel as required;
- (f) Bear the port handlings costs of equipment delivered under this Agreement;
- (g) Pay the per diem and cost of official travel by German specialists in Liberia in connection with the projects in accordance with official Liberian Government rates;
- (h) Ensure that, after a reasonable period of time, the specialists are replaced by qualified Liberian specialists. 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 Embassy of the Federal Republic of Germany nominate a sufficient number of candidates for such training and meet the cost of their journey to the Federal Republic of Germany and return. The Government of the Republic of Liberia shall nominate only such candidates as have given an undertaking that they will serve on the relevant project for at least five years upon returning from the Federal Republic of Germany;
- (i) 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 specialists 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 Liberia,
- (c) To respect the laws and customs of Liberia,
- (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 Liberia.

(2) If the Government of the Republic of Liberia wishes a specialist to be recalled in the interest of co-operation or on a basis of partnership, it shall communicate its request to the Embassy of the Federal Republic of Germany which shall take immediate steps to have the said specialist recalled. Similarly, when intending to recall a specialist of its own accord, the Government of the Federal Republic of Germany shall contact the Government of the Republic of Liberia at the earliest possible date. In both cases the Government 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 a specialist. The Government of the Federal Republic of Germany shall replace a recalled specialist as soon as possible.

Article 6. The Government of the Republic of Liberia shall:

- (a) Ensure that the specialists and their families receive protection for their person and their property; the same shall apply to all persons forming part of their households;
- (b) Afford persons referred to under sub-paragraph (a) above any assistance they may require for their repatriation in times of international crisis;
- (c) Afford the specialists immunity from legal process in respect of all acts performed by them in their official capacity;
- (d) Issue to the persons referred to in sub-paragraph (a) appropriate identification documents to facilitate performance of their duties;
- (e) Permit the persons referred to in article 6 (a) of the present Agreement to enter or leave the country free of charge, excluding airport service charge, at any time and issue work and residence permits as required;
- (f) Levy no taxes or other fiscal charges on payments made from funds of the Government of the Federal Republic of Germany to specialists for services rendered under the present Agreement; the same shall apply to any payments made to building and consulting firms related only to technical assistance;
- (g) Permit the persons referred to in article 6 (b) of the present Agreement to import for the duration of their stay, duty- and tax-free and without providing security, articles intended for their personal use; such articles shall also include, for each household, one motor vehicle, one refrigerator, one deep-freezer, one washing-machine, one cooker, one radio, one television set, one record player, one tape recorder, small 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;

(h) Permit the persons referred to in article 6 (a) of the present Agreement to import duty- and tax-free, for their personal requirements, medicaments, foodstuffs, beverages and other articles of daily use in so far as this privilege is not abused.

Article 7. The provisions of the present Agreement shall also apply to those specialists who, at the time of entry into force of this Agreement, are already active in Liberia within the framework of technical co-operation between the Government of the Republic of Liberia and the Government of the Federal Republic of Germany; the same shall apply to the other persons referred to in article 6 (a) of this Agreement.

Article 8. The present Agreement shall 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 Republic of Liberia within three months of the entry into force of this Agreement.

Article 9. (1) The present Agreement shall enter into force on the date of signature thereof and remain in full force and effect for a period of five years.

(2) The present Agreement shall be automatically 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.

DONE at Monrovia this 27th day of September A.D. 1974, in two originals in the English and German languages, both texts being equally authentic.

For the Government
of the Republic of Liberia:

[Signed — Signé]¹

[Signed — Signé]²

For the Government
of the Federal Republic of Germany:

[Signed — Signé]³

¹ Signed by Francis A. Okai — Signé par Francis A. Okai.

² Signed by Stephen A. Tolbert — Signé par Stephen A. Tolbert.

³ Signed by Rouette — Signé par Rouette.