

No. 18468

**FEDERAL REPUBLIC OF GERMANY
and
BENIN**

**Agreement concerning technical co-operation. Signed at
Cotonou on 29 June 1978**

Authentic texts: German and French.

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

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
BÉNIN**

**Accord de coopération technique. Signé à Cotonou le
29 juin 1978**

Textes authentiques : allemand et français.

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

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BENIN CONCERNING TECHNICAL
CO-OPERATION

The Government of the Federal Republic of Germany and the Government of the People's Republic of Benin (hereinafter referred to as "the Contracting Parties"),

Considering the friendly relations which form the basis of the co-operation between the two States and their peoples, and desiring to intensify those relations on the basis of the principles of equality, mutual respect for sovereignty and mutual benefit,

Considering their common interest in promoting the economic and social progress of their countries, and

Recognizing the benefits to be derived by them from closer technical co-operation,

Have agreed as follows:

Article 1. (1) The Contracting Parties shall co-operate in order to promote the economic and social development of their peoples.

(2) This Agreement sets forth the basic conditions of technical co-operation between the Contracting Parties. The Contracting Parties may conclude supplementary arrangements (hereinafter referred to as "project arrangements") regarding individual projects of technical co-operation. However, each Contracting Party shall remain fully responsible for technical co-operation projects in its country. The project arrangements shall define the common concept of the project, in particular its objectives, the inputs of the Contracting Parties, the tasks and organizational status of the persons participating in the project and the project timetable.

Article 2. (1) The project arrangements may provide for assistance by the Government of the Federal Republic of Germany in the following fields:

- (a) Training, advisory, research and other centres in the People's Republic of Benin;
- (b) The preparation of plans, studies and expert opinions;
- (c) Other areas of co-operation on which the Contracting Parties agree.

(2) Assistance may be provided:

- (a) By sending experts such as training personnel, advisers, specialists, scientific and technical personnel, project assistants and auxiliary personnel; all personnel sent by order of the Government of the Federal Republic of Germany are hereinafter referred to as "technical assistants";
- (b) By providing material and equipment (hereinafter referred to as "material");
- (c) By providing training and advanced training for Beninese technical, management and scientific personnel in the People's Republic of Benin, in the Federal Republic of Germany or in another country;
- (d) In any other appropriate manner.

¹ Came into force on 29 June 1978 by signature, in accordance with article 8 (1).

(3) The Government of the Federal Republic of Germany shall provide the following inputs at its expense, for the projects concerned, unless otherwise provided in the project arrangements:

- (a) Remuneration of technical assistants;
- (b) The housing of technical assistants and members of their families, to the extent that the technical assistants do not bear such costs themselves;
- (c) Duty-related travel of technical assistants within and outside the People's Republic of Benin;
- (d) Provision of the material referred to in paragraph 2 (b) above;
- (e) Transport and insurance of the material referred to in paragraph 2 (b) above as far as the location of the project, with the exception of the charges and storage costs referred to in article 3, paragraph (b);
- (f) Training and advanced training of Beninese technical, management and scientific personnel, in accordance with the applicable German guidelines.

(4) Unless otherwise provided in the project arrangements, the material provided by order of the Government of the Federal Republic of Germany shall become the property of the People's Republic of Benin on its arrival in the People's Republic of Benin; the material shall remain available unrestrictedly for the project in question and shall be placed at the disposal of the technical assistants for the performance of their tasks.

(5) The Government of the Federal Republic of Germany shall inform the Government of the People's Republic of Benin of the bodies, organizations or services to which it has entrusted the carrying out of its technical assistance measures in regard to the project concerned. The authorized bodies, organizations or services will be referred to hereinafter as the "executing service".

Article 3. The Government of the People's Republic of Benin shall provide the following inputs:

- (a) It shall provide, for projects in the People's Republic of Benin, the land and buildings required, including equipment for them in so far as it is not supplied by the Government of the Federal Republic of Germany at its expense;
- (b) It shall exempt from licensing, harbour dues, import and export duties and other public charges as well as storage costs the material supplied for the various projects by order of the Government of the Federal Republic of Germany and shall ensure that the material receives immediate customs clearance. The aforementioned exemptions shall likewise apply, at the request of the executing service, to material purchased in the People's Republic of Benin;
- (c) It shall bear the cost of operation and maintenance in respect of the projects concerned;
- (d) It shall provide the requisite Beninese counterparts and auxiliary personnel in each case; for that purpose, the project arrangements shall include a timetable;
- (e) It shall ensure that the tasks of the technical assistants are taken over as soon as possible by Beninese counterparts. In so far as the latter are to receive training or advanced training under this Agreement in the People's Republic of Benin, the Federal Republic of Germany or another country, it shall nominate in good time, in agreement with the German overseas mission or with the technical assistants designated by that mission, a sufficient number of candidates for such training or advanced training. It shall nominate only such candidates as have

given an undertaking to it that they will serve on the relevant project for at least five years following completion of their training or advanced training. It shall ensure that the Beninese counterpart personnel are suitably remunerated;

- (f) It shall recognize examinations passed by Beninese nationals who have received training or advanced training under this Agreement in accordance with their respective technical standard. It shall afford them such opportunities with regard to careers, appointments and advancement as are commensurate with their training;
- (g) It shall provide the technical assistants with all the support required in carrying out their tasks and shall make all relevant documentation available to them;
- (h) It shall ensure the provision of all the inputs required for carrying out the projects, to the extent that their provision is not undertaken by the Government of the Federal Republic of Germany pursuant to the project arrangements;
- (i) It shall ensure that all Beninese institutions concerned with the implementation of this Agreement and the project arrangements are fully informed of their contents in good time.

Article 4. (1) The Government of the Federal Republic of Germany shall ensure that the technical assistants undertake:

- (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 People's Republic of Benin;
- (c) To obey the laws of the People's Republic of Benin and respect the ways of life and customs of the country;
- (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 confidence with the official agencies of the People's Republic of Benin.

(2) The Government of the Federal Republic of Germany shall ensure that the approval of the Government of the People's Republic of Benin is obtained before sending any technical assistant. The executing service shall transmit to the Government of the People's Republic of Benin the curriculum vitae of the technical assistant it has selected and invite it to signify its approval of that person's assignment. If the Government of the People's Republic of Benin has not signified its rejection within a period of two months, the approval shall be deemed granted.

(3) If the Government of the People's Republic of Benin wishes a technical expert to be recalled, it shall in good time so inform the Government of the Federal Republic of Germany. Similarly, if the German Party decides to recall a technical assistant, the Government of the Federal Republic of Germany shall ensure that the Government of the People's Republic of Benin is so informed in good time.

Article 5. (1) The Government of the People's Republic of Benin shall ensure the protection of the person and property of the technical assistants and the members of their families forming part of their households; this implies *inter alia* that it shall:

- (a) Assume liability in place of the technical assistants in respect of damage caused by them in carrying out a task under this Agreement; to that extent, no claim

against technical assistants shall be entertained; no claim for compensation against the technical assistants, irrespective of any legal foundation of such claim, may be asserted by the People's Republic of Benin, unless they have caused the damage wilfully or through gross negligence;

- (b) Exempt the persons referred to in the first sentence of this paragraph from any arrest or detention relating to acts or omissions, including oral or written statements, occurring in connection with the performance of a task assigned to them under this Agreement;
 - (c) Afford the persons mentioned in the first sentence of this paragraph the right, at all times, to free entry and departure;
 - (d) Issue to the persons mentioned in the first sentence of this paragraph a document of identification containing a reference to the special protection and assistance afforded them by the Government of the People's Republic of Benin.
- (2) The Government of the People's Republic of Benin shall:
- (a) Levy no taxes or other public charges on emoluments paid from funds of the Government of the Federal Republic of Germany to technical assistants for services rendered under this Agreement; the same conditions shall apply to emoluments paid in respect of the implementation of projects financed from non-reimbursable funds to construction and advisory enterprises whose headquarters are in the Federal Republic of Germany or *Land Berlin*;
 - (b) Authorize the persons referred to in the first sentence of paragraph 1 above to import and export, duty free and without providing security, during the first year of their stay, articles intended for their personal use; such articles may 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 and 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 free and without providing security, for such imported articles as have become unserviceable or been lost. Any provision of imported articles to a third party not covered by the duty free provisions shall be subject to the regulations currently in force in the People's Republic of Benin;
 - (c) Authorize the persons referred to in the first sentence of paragraph 1 above to import, as part of their personal requirements, medicaments, foodstuffs, beverages and other consumer items;
 - (d) Provide the persons referred to in the first sentence of paragraph 1 above, free of charge and without providing security, the necessary visas and work and residence permits.

Article 6. This Agreement shall also apply to technical co-operation projects of the Contracting Parties already in hand when it enters into force.

Article 7. This 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 People's Republic of Benin within three months after the entry into force of this Agreement.

Article 8. (1) This Agreement shall enter into force on the date of signature thereof.

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

(3) After the expiry of this Agreement, its provisions shall remain applicable to technical co-operation projects already in hand.

(4) The Agreement of 19 June 1961 concerning economic and technical co-operation shall cease to be valid upon the entry into force of this Agreement.

DONE at Cotonou on 29 June 1978, in duplicate in the German and French languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

HANS-JOACHIM HELDT

ALWIN BRÜCK

For the Government of the People's Republic of Benin:

ALLADAYE
