

No. 18383

**FEDERAL REPUBLIC OF GERMANY
and
SWAZILAND**

**Agreement regarding technical co-operation. Signed at
Mbabane on 7 September 1973**

Authentic texts: German and English.

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

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
SWAZILAND**

**Accord de coopération technique. Signé à Mbabane le
7 septembre 1973**

Textes authentiques : allemand et anglais.

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

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF SWAZILAND AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY REGARDING TECHNICAL-CO-OPERATION

The Government of the Kingdom of Swaziland 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 and to promote social, economic and technical development,

And in recognition of the benefits to be derived by both States from closer technical co-operation,

Have agreed as follows:

Article 1. (1) The Contracting Parties shall endeavour to co-operate and assist each other in technical matters on the basis of the present Agreement.

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

Article 2. (1) The arrangements referred to in article 1 (2) of the present Agreement may provide that the Government of the Federal Republic of Germany shall:

- (a) Assist in the establishment of training and advisory centres as well as other facilities in Swaziland by sending teachers and specialists to Swaziland and by providing equipment;
- (b) Engage consultants to make studies for individual projects;
- (c) Send experts to Swaziland to carry out special tasks and provide them with their professional outfit;
- (d) Place advisers at the disposal of the Government of the Kingdom of Swaziland;
- (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 Swaziland by the Government of the Federal Republic of Germany will hereinafter be referred to as "specialists" in their respective fields of activity.

(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 the cost of storage in Swaziland.

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

¹ Came into force on 7 September 1973 by signature, in accordance with article 11 (1).

- (a) To promote the advanced training of Swazi specialists, high-level personnel, scholars and scientists in the Federal Republic of Germany or other countries;
- (b) To arrange for the training and advanced training of Swazi 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 Kingdom of Swaziland shall endeavour to offer to or procure for the Swazi nationals having undergone training or advanced training in the Federal Republic of Germany appointments commensurate with their professional knowledge and shall in particular examine whether it can recognize the examinations passed in the Federal Republic of Germany in accordance with their respective standard. It shall furthermore endeavour to afford the persons concerned the same opportunities with regard to careers, appointments and advancement as it affords to persons having had comparable training in Swaziland.

Article 4. The Government of the Kingdom of Swaziland shall

- (a) Provide for the projects in Swaziland the land and buildings required, including equipment for the buildings, in so far as it is not supplied by the Government of the Federal Republic of Germany;
- (b) Assist the specialists in procuring accommodation in the same manner as it assists specialists of the most favoured nation or international organizations, unless otherwise provided for in the arrangement concluded under article 1 (2) of the present Agreement;
- (c) Exempt from harbour dues, import and export duties, and other public charges, as well as storage 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. In the case of any exemption from the aforesaid duties and charges not being possible for any reason whatsoever, the Government of the Kingdom of Swaziland undertakes to refund to the Government of the Federal Republic of Germany the amounts of any duty or charges paid by it and proved by the production of the relevant receipts;
- (d) Meet the cost of operation and maintenance regarding the projects in accordance with a plan to be drawn up jointly, unless otherwise provided for in the arrangements to be concluded under article 1 (2) of the present Agreement;
- (e) Bear the cost of official travel by the specialists in Swaziland or pay them an adequate daily allowance apart from reimbursing them for travel and luggage expenses;
- (f) Make available at its expense technical and auxiliary personnel as required;
- (g) Ensure that, after a reasonable period of time, the specialists are replaced by qualified Swazi 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 appropriate German mission or of experts designated by that mission nominate a sufficient number of candidates for such training and meet the cost of their journey to the Federal Republic of Germany and return. It 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. It shall ensure that they are graded and paid according to their qualifications;

- (h) 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 the Kingdom of Swaziland;
- (c) To respect the laws and customs of the Kingdom of Swaziland;
- (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 Swaziland.

(2) If the Government of the Kingdom of Swaziland wishes a specialist to be recalled in the interest of co-operation on a basis of partnership, it shall in good time contact the appropriate German mission and explain the reasons for its request. 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 Kingdom of Swaziland at the earliest possible date. In both cases the Governments 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. (1) Except in cases of wilful misconduct or gross negligence, the Government of the Kingdom of Swaziland shall bear all risks and claims on account of acts or omissions resulting from or connected with any operation assigned to specialists under this Agreement. Without prejudice to the preceding sentence, the Government of the Kingdom of Swaziland shall indemnify and hold harmless the Government of the Federal Republic of Germany and the specialists against any and all liability, suits, actions, demands, damages, costs or fees on account of any act or omission covered by the first sentence of this article.

(2) The Government of the Kingdom of Swaziland shall

- (a) Ensure that all specialists and their families shall enjoy the full protection of the law; the same shall apply to all persons forming part of their households, except if they are nationals of Swaziland;
- (b) Ensure that the German specialists will be safe from arrest or detention resulting from any act or omission performed in the course of operations covered by this Agreement;
- (c) In any event permit the persons referred to under sub-paragraph (a) to leave the country unhindered, in particular if the Government of the Federal Republic of Germany so requests.

(3) The privileges and immunities mentioned in paragraph 2 (b) and (c) above shall not be granted for the personal benefit of the persons concerned. The Govern-

ment of the Federal Republic of Germany may, at the request of the host country, waive them if it considers that they have been abused.

Article 7. The Government of the Kingdom of Swaziland undertakes

- (a) To permit the specialists and their families to enter or leave the country free of charge at any time;
- (b) To keep them immune from national service and military obligations;
- (c) To accord them the same exchange control facilities as are accorded to officials of comparable rank forming part of a diplomatic mission;
- (d) To accord them the same repatriation facilities in time of international crisis as are provided for members of diplomatic missions.

Article 8. The Government of the Kingdom of Swaziland shall exempt the specialists from:

- (a) Rates (other than rates specifically levied for the purpose of a public utility) payable to local authorities;
- (b) Income tax or any other tax in respect of any emolument paid to them from sources outside the Kingdom of Swaziland; the same shall apply also to any payments made to members of building and consulting firms;
- (c) Customs duty on personal and household effects imported by the specialists and their families for their exclusive use within four months after their arrival, subject, if not expendable, to re-export on completion of duty or payment of duty if sold locally. The term "personal and household effects" shall include *inter alia* for each household: one motor vehicle, one radio, one record player, one tape recorder, one television set, one refrigerator, one home freezer, one washing-machine, one stove, photographic equipment and minor electrical appliances as well as, for each person, one air conditioner. Two years after his arrival, the specialist shall be entitled to import a second car duty and tax free;
- (d) First registration tax or any comparable transfer tax in respect of the registration of one motor vehicle in Swaziland.

Article 9. 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 in Swaziland within the framework of technical co-operation between the Government of the Kingdom of Swaziland and the Government of the Federal Republic of Germany; the same shall apply to the other persons referred to in article 6 (2) (a) of this Agreement.

Article 10. The present 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 Swaziland within three months after the entry into force of this Agreement.

Article 11. (1) The present Agreement shall enter into force on the date of signature thereof and shall be valid for a period of five years.

(2) The present Agreement shall be tacitly 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 after expiry.

DONE at Mbabane on the 7th of September 1973 in duplicate in the English and German languages, both texts being equally authentic.

For the Government
of the Kingdom of Swaziland:

[Signed]¹

Minister for Foreign Affairs

For the Government
of the Federal Republic of Germany:

[Signed]²

¹ Signed by Mhlangano Stephen Matsebula.

² Signed by Alexander Graf York von Wartenburg.