

No. 18423

**FEDERAL REPUBLIC OF GERMANY
and
CAPE VERDE**

**Agreement concerning technical co-operation. Signed at
Bonn on 31 October 1977**

Authentic texts: German and Portuguese.

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

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
CAP-VERT**

**Accord de coopération technique. Signé à Bonn le 31 octo-
bre 1977**

Textes authentiques : allemand et portugais.

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
REPUBLIC OF CAPE VERDE CONCERNING TECHNICAL CO-
OPERATION

The Government of the Federal Republic of Germany and the Government of the Republic of Cape Verde,

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

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

Desiring to enhance their relations through mutually beneficial technical co-operation,

Have agreed as follows:

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

(2) This Agreement sets forth the basic conditions for technical co-operation between the Contracting Parties. The Contracting Parties may conclude complementary agreements for individual technical co-operation projects (hereinafter referred to as “project agreements”). The Contracting Parties shall remain fully responsible for technical co-operation projects within their respective territories.

Project agreements shall specify the co-operative nature of the project in question, including in particular its purpose, the contributions of the Contracting Parties, the functions and position of the participants in the organizational structure and the timetable of the project.

Article 2. (1) Project agreements may provide for co-operative activities to be carried out by the Government of the Federal Republic of Germany in the following areas:

- (a) Training, advisory, research and other facilities in the Republic of Cape Verde;
- (b) The provision of plans, studies and expert opinions;
- (c) Other areas on which the Contracting Parties agree.

(2) Co-operation may consist of:

- (a) Assigning skilled personnel, such as instructors, consultants, advisers, specialists, scientific and technical personnel, project assistants and auxiliary personnel; all personnel outposted to Cape Verde by the Government of the Federal Republic of Germany shall hereinafter be referred to as “outposted specialists”;
- (b) Furnishing materials and equipment (hereinafter referred to as “materials”);

¹ Came into force on 11 May 1978, the date of the last of the notifications (effected on 18 April and 11 May 1978) by which the Contracting Parties informed each other of the completion of their legal formalities, in accordance with article 8 (1).

(c) The regular and advanced training of Cape Verdean specialists, high-level personnel, scholars and scientists in the Republic of Cape Verde, in the Federal Republic of Germany, or in other countries;

(d) Any other appropriate method.

(3) The Government of the Federal Republic of Germany shall contribute the following for projects sponsored by it, unless the project agreements provide otherwise:

(a) Remuneration for outposted specialists;

(b) Accommodation for outpost specialists and their dependants, in so far as the costs are not borne by the specialists themselves;

(c) Official travel for specialists within and outside the Republic of Cape Verde;

(d) The materials referred to in paragraph 2 (b);

(e) Transport and insurance in respect of the materials referred to in paragraph 2 (b) up to the project site but excluding the charges and storage costs referred to in article 3 (b);

(f) Regular and advanced training of Cape Verdean specialists, high-level personnel, scholars and scientists in accordance with the relevant current German standards.

(4) Unless the project agreements provide otherwise, materials supplied for projects by the Government of the Federal Republic of Germany shall become the property of the Republic of Cape Verde upon their arrival in the Republic of Cape Verde; such materials shall be at the entire disposal of the sponsored projects and of the outposted specialists for their work.

(5) The Government of the Federal Republic of Germany shall notify the Government of the Republic of Cape Verde of the competent authorities, organizations or agencies which it has instructed to take the action required for implementing the respective projects. The competent authorities, organizations and agencies shall hereinafter be referred to as "executing agencies".

Article 3. The Government of the Republic of Cape Verde undertakes:

(a) To provide the land and buildings required for the project in the Republic of Cape Verde, including equipment for the buildings in so far as it is not supplied by the Government of the Federal Republic of Germany at its own expense;

(b) To exempt from licence fees, harbour dues, import and export duties and similar levies all the materials assigned for the projects by the Government of the Federal Republic of Germany; to defray storage expenses; and to arrange for prompt customs clearance of the materials; at the request of the executing agency the above exemptions shall also apply to materials obtained within the Republic of Cape Verde;

(c) To bear the operational and maintenance costs in respect of the projects;

(d) To make technical and auxiliary personnel of the Republic of Cape Verde available as required; the project agreements shall establish a timetable for that purpose;

(e) To ensure that the duties of outposted specialists are taken over as soon as possible by Cape Verdean specialists; in so far as the latter, under this Agreement, are to receive regular or advanced training in the Republic of Cape Verde or in the Federal Republic of Germany or in other countries, the Government of the Republic of Cape Verde shall designate, in good time and with the assistance of the

German diplomatic mission or of specialists specified by that mission, a sufficient number of candidates for such regular or advance training; it shall designate only such candidates as have undertaken to serve on the relevant project for at least five years after their regular or advanced training;

- (f) To recognize the equivalence of examinations passed in accordance with the respective standards by Cape Verdean nationals who have received regular and advanced training under this Agreement; it shall offer them appointment and advancement opportunities commensurate with their education and training;
- (g) To give specialists all necessary support for carrying out their duties, and to place all useful documentation at their disposal;
- (h) To ensure that the services necessary for implementing the project are provided, in so far as they are not taken over by the Government of the Federal Republic of Germany pursuant to project agreements;
- (i) To ensure that all Cape Verdean agencies responsible for executing this Agreement and the project agreements are fully informed of the contents thereof in good time.

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

- (a) To do their best, in accordance with their respective work contracts, 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 Republic of Cape Verde;
- (c) To respect the laws, traditions and customs of the Republic of Cape Verde;
- (d) Not to engage in any gainful occupation other than that assigned to them; and
- (e) To co-operate in a spirit of mutual confidence with the official agencies of the Republic of Cape Verde.

(2) The Government of the Federal Republic of Germany shall ensure that approval is obtained from the Government of the Republic of Cape Verde before a specialist is outposted. The executing agency shall transmit the relevant curriculum vitae to the Government of the Republic of Cape Verde together with its request for approval to send the specialist whom it has selected.

(3) If the Government of the Republic of Cape Verde wishes an outposted specialist to be recalled, it shall contact the Government of the Federal Republic of Germany in good time and explain the reasons for its request. Similarly, when recalling a specialist of its own accord, the Government of the Republic of Cape Verde is duly notified in advance.

Article 5. (1) The Government of the Republic of Cape Verde shall ensure that outposted specialists and members of their family living with them receive protection in respect of their person and property. In particular:

- (a) It shall assume liability in respect of any damage caused by the specialists in carrying out work assigned to them under this Agreement; any claim for compensation against specialists shall to that extent be precluded; the Republic of Cape Verde may not assert any claim for compensation against the specialists, irrespective of any legal foundation of such claim, unless they have caused the damage wilfully or through gross negligence;
- (b) The persons referred to in paragraph (1) of this article shall not be liable to arrest or detention in respect of actions or omissions, including oral or written state-

ments, connected with the performance of the functions assigned to them under this Agreement;

- (c) It shall grant to the persons referred to in paragraph (1) of this article freedom to enter or leave the country;
 - (d) It shall issue to the persons referred to in paragraph (1) of this article an identification document containing a reference to the special protection and support afforded them by the Government of the Republic of Cape Verde.
- (2) The Government of the Republic of Cape Verde shall:
- (a) Levy no taxes or other fiscal charges on payments made from funds of the Government of the Federal Republic of Germany to outposted specialists; the same exemptions shall apply to payments made to firms carrying out support work under this Agreement at the request of the Government of the Federal Republic of Germany;
 - (b) Permit the persons referred to in paragraph (1) of this article to import and export for the duration of their stay in the country, duty-free and tax-exempt and without providing security, articles intended for their personal use during their installation, including, per 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, and, per person, one air-conditioner, one heater, one fan, and one set of photographic and cinematographic equipment for non-professional use;
 - (c) Permit the persons referred to in paragraph (1) of this article to import, subject to duty and for their personal use, medicaments, foodstuffs, beverages and other consumer items;
 - (d) Issue to the persons referred to in paragraph (1) of this article free of charge the necessary visas and work and residence permits.

Article 6. This Agreement shall also apply to technical co-operation projects between the Contracting Parties which were already under way at the time of its entry 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 declaration to the contrary to the Government of the Republic of Cape Verde within three months after the entry into force of this Agreement.

Article 8. (1) Each Contracting Party shall notify the other that the requisite formalities for the entry into force of this Agreement have been completed. This Agreement shall enter into force on the date of the last such notification.

(2) This Agreement shall remain in force for a period of five years. It shall thereafter 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 technical co-operation projects under way after the expiry of this Agreement shall remain subject to its provisions until their completion.

DONE at Bonn on 31 October 1977 in duplicate, in the German and Portuguese languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

GÜNTHER VAN WELL

For the Government of the Republic of Cape Verde:

CORSINO ANTONIO FORTES
