

No. 18394

**FEDERAL REPUBLIC OF GERMANY
and
BOTSWANA**

**Agreement concerning technical co-operation. Signed at
Gaborone on 3 October 1974**

Authentic texts: German and English.

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

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
BOTSWANA**

**Accord de coopération technique. Signé à Gaborone le 3 oc-
tobre 1974**

Textes authentiques : allemand et anglais.

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

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
REPUBLIC OF BOTSWANA CONCERNING TECHNICAL CO-
OPERATION

The Government of the Federal Republic of Germany and the Government of the Republic of Botswana — hereinafter referred to as the Contracting Parties,

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 technical co-operation,

Have agreed as follows:

Article 1. (1) The Contracting Parties shall endeavour to co-operate with and assist each other 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 Botswana by sending out teachers and specialists and by providing equipment;
- (b) Engage consultants to make studies for individual projects;
- (c) Send experts to Botswana to carry out special tasks and provide them with their professional outfits;
- (d) Place advisers at the disposal of the Government of the Republic of Botswana;
- (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 Botswana 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 the cost of storage in Botswana.

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

¹ Came into force on 3 October 1974 by signature, in accordance with article 11 (1).

- (a) To promote the advanced training of Botswana specialists, high-level personnel, scholars and scientists in the Federal Republic of Germany or other countries;
- (b) To arrange for the training or advanced training of Botswana 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, in particular the acceptance of candidates for advanced training, shall be subject to separate arrangements.

(3) The Government of the Republic of Botswana shall recognize examinations passed by Botswana 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 Botswana shall

- (a) Provide or cause to be provided for the projects in Botswana the land and buildings required and equip the latter, insofar as the Government of the Federal Republic of Germany does not supply such equipment;
- (b) Assist the specialists in procuring dwellings in the same manner as it assists specialists of the most favoured nation or international organizations unless otherwise provided for in arrangements concluded pursuant to article 1 (2) of the present Agreement;
- (c) Exempt the equipment supplied for the projects on behalf of the Government of the Federal Republic of Germany from import and export duties and any other public charges as well as storage costs. The importation of the equipment supplied shall not be subject to licensing. If for any reason the said exemption from payment of duties and charges is not possible, the Government of the Republic of Botswana undertakes to reimburse the Government of the Federal Republic of Germany on presentation of the relevant vouchers for the duties and charges paid;
- (d) Bear the cost of operation and maintenance of the project in accordance with a plan to be agreed;
- (e) Bear the cost of official travel by the specialists according to the rates applicable for Botswana government officials of comparable status;
- (f) Make available at its expense the requisite Botswana technical and auxiliary personnel;
- (g) Ensure that, after a reasonable period of time, the specialists are replaced by qualified Botswana specialists. Where 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 bear the cost of their journey to the Federal Republic of Germany and back. 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 training;
- (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 Republic of Botswana;
- (c) To obey the laws and respect the way of life and customs of the Republic of Botswana;
- (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 Botswana.

(2) If the Government of the Republic of Botswana 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 state 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 Republic of Botswana 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 interest 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) The Government of the Republic of Botswana shall

- (a) Ensure that the specialists and their families receive full protection for their person and their property; the same shall apply to all persons belonging to their households;
- (b) Afford the persons referred to in sub-paragraph (a) above any assistance they may require for their repatriation in times of international crisis;
- (c) Ensure that the German specialists will be safe from arrest or detention on account of acts or omissions connected with the performance of tasks assigned to them under this Agreement;
- (d) Permit the persons referred to in sub-paragraph (a) above in any event to leave the country unhindered, in particular if the Government of the Federal Republic of Germany so requests;
- (e) Assume liability in place of the specialists in respect of any damage to a third party caused by them in connection with carrying out a task assigned to them under the present Agreement; any claim against the specialists shall to that extent be precluded; the Government of the Republic of Botswana may not assert any claim for compensation against the specialists, on whichever provision of law it may be based, unless they have caused the damage willfully or through gross negligence.

(2) The privileges and immunities referred to in paragraph 1 (c) above shall not be granted for the personal benefit of the recipients. The Government of the Federal Republic of Germany may, at the request of the host country, waive such privileges and immunities where it considers that otherwise they will be abused.

Article 7. The Government of the Republic of Botswana shall

- (a) Permit the persons referred to in article 6 (1) (a) of the present Agreement to enter or leave the country unhindered and free of charge at any time and issue free of charge work and residence permits as required;
- (b) Exempt from income tax and local government tax all amounts accrued from a business or employment carried on in Botswana under the present Agreement by a citizen of any country other than Botswana or by a company registered under any law in force in any country other than Botswana to the extent to which such amounts are derived from funds of the Government of the Federal Republic of Germany;
- (c) Permit the persons referred to in article 6 (1) (a) of the present Agreement to import within six months of arrival in Botswana, duty and tax free and without providing security, articles intended for their personal use; such articles shall include, for each household, one motor-vehicle, one refrigerator, one deep-freeze, 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. If such articles are sold within two years of importation to Botswana to persons not exempt from the payment of duty, the specialists must pay the duty levied on the said articles;
- (d) Grant the German specialists and their families the same foreign exchange facilities as are granted to members of diplomatic missions of comparable status.

Article 8. The present Agreement shall also apply to those specialists who, at the time of entry into force of this Agreement, are already active in Botswana within the framework of technical co-operation between the Government of the Federal Republic of Germany and the Government of Botswana; the same shall apply to the other persons referred to in article 6 (1) (a) of this Agreement.

Article 9. The present Agreement may be amended by an exchange of notes between the Governments concerned.

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 the Republic of Botswana 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 its expiry.

DONE at Gaborone on 3 October 1974 in duplicate in the English and German languages, both texts being equally authentic.

For the Government
of the Federal Republic of Germany:

*[Signed — Signé]*¹

For the Government
of the Republic of Botswana:

*[Signed — Signé]*²

¹ Signed by Heinz Friedrich Landau — Signé par Heinz Friedrich Landau.

² Signed by Makgekegnene — Signé par Makgekegnene.