

**No. 18397**

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**FEDERAL REPUBLIC OF GERMANY  
and  
LESOTHO**

**Agreement regarding technical co-operation. Signed at  
Maseru on 10 March 1975**

*Authentic texts: German and English.*

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

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
LESOTHO**

**Accord de coopération technique. Signé à Maseru le  
10 mars 1975**

*Textes authentiques : allemand et anglais.*

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

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF LESOTHO AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY REGARDING TECHNICAL CO-OPERATION

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The Government of the Kingdom of Lesotho 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 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.

(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:

- (1) Assist in the establishment of training and advisory centres as well as other facilities in Lesotho by sending to Lesotho teachers and specialists, and by providing equipment;
- (2) Engage consultants to make studies for individual projects;
- (3) Send experts to the Kingdom of Lesotho to carry out special tasks and provide them with their professional outfit;
- (4) Place advisers at the disposal of the Government of the Kingdom of Lesotho;
- (5) Support co-operation between the two countries in the field of education and training;
- (6) 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 dispatched 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 the Kingdom of Lesotho.

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<sup>1</sup> Came into force on 10 March 1975 by signature, in accordance with article 10 (1).

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

- (1) To promote the advanced training of Lesotho specialists, high-level personnel, scholar and scientists in the Federal Republic of Germany or other countries;
- (2) To arrange for the training and advanced training of Lesotho 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 Lesotho shall recognize examinations passed by Lesotho 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 Kingdom of Lesotho shall:

- (1) Provide for the projects in Lesotho 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;
- (2) Assist the specialists in the procurement of dwellings in the same manner as it assists specialists of the most-favoured nation or of international organizations unless otherwise provided in arrangements under article 1 (2);
- (3) Exempt from harbour dues, import and export duties, 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; if, for any reason, such exemption from charges, dues and duties should not be feasible, the Government of the Kingdom of Lesotho undertakes to refund to the Government of the Federal Republic of Germany, upon presentation of the respective vouchers, the charges, dues and duties paid by the latter;
- (4) Bear the cost of operation and maintenance in respect of the projects in accordance with a plan to be agreed upon;
- (5) Bear the cost of official travel by the specialists in Lesotho or pay them an adequate daily allowance apart from reimbursing them for travel and luggage expenses;
- (6) Make available at its expense Lesotho technical and auxiliary personnel as required;
- (7) Ensure that, after a reasonable period of time, the specialists are replaced by qualified Lesotho 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;

- (8) 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:

- (1) 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;
- (2) Not to interfere in the internal affairs of the Kingdom of Lesotho;
- (3) To respect the laws and customs of the Kingdom of Lesotho;
- (4) Not to engage in any gainful occupation other than that to which they have been assigned; and
- (5) To co-operate in a spirit of mutual confidence with the official agencies in Lesotho.

(2) If the Government of the Kingdom of Lesotho 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 Lesotho 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) The Government of the Kingdom of Lesotho shall:

- (1) Ensure that the specialists and their families receive full protection for their person and their property; the same shall apply to all persons forming part of their households except if they are nationals of Lesotho;
- (2) Afford persons referred to under sub-paragraph 1 above any assistance they may require for their repatriation in times of international crisis;
- (3) Ensure that the German specialists will be safe from arrest or detention for actions or omissions in connection with the performance of a task assigned to them under the present Agreement;
- (4) Permit the persons referred to in sub-paragraph 1 above in any event to leave the country unhindered, in particular if the Government of the Federal Republic of Germany so requests;
- (5) Assume liability in place of the specialists in respect of any damage to a third party caused by them under the present Agreement; any claim against the specialists shall to that extent be precluded; the Government of the Kingdom of Lesotho 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;
- (6) The Government of the Kingdom of Lesotho shall also insert into the residence permits to be issued to the specialists information concerning their employment.

(2) The privileges and immunities mentioned in paragraph 1 (3) and (4) above shall not be granted for personal benefit. The Government 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 Lesotho shall:

- (1) Permit the persons referred to in article 6 (1) (1) of the present Agreement to enter or leave the country free of charge at any time and issue work and residence permits as required;
- (2) 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;
- (3) Permit the persons referred to in article 6 (1) (1) of the present Agreement to import within three months from their arrival in Lesotho, 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 freeze, one washing machine, one cooker, one radio, 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; should, however, such articles be sold in the joint Customs area to a person not entitled to such goods duty-free, duty, if charged, must be paid by the specialist at the time of sale;
- (4) Afford the German specialists and their families the same foreign exchange benefits as are afforded members of diplomatic missions in comparable positions.

*Article 8.* 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 working in Lesotho within the framework of technical co-operation between the Government of the Kingdom of Lesotho and the Government of the Federal Republic of Germany; the same shall apply to the other persons referred to in article 6 (1) (1) of this Agreement.

*Article 9.* 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 Kingdom of Lesotho within three months after the entry into force of this Agreement.

*Article 10.* (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 Maseru on the 10th of March 1975 in duplicate in the English and German languages, both texts being equally authentic.

For the Government  
of the Kingdom of Lesotho:

[*Signed — Signé*]<sup>1</sup>

For the Government  
of the Federal Republic of Germany:

[*Signed — Signé*]<sup>2</sup>

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<sup>1</sup> Signed by Dr. Leabua Jonathan — Signé par Leabua Jonathan.

<sup>2</sup> Signed by Alexander Graf York von Wartenburg — Signé par Alexander Graf York von Wartenburg.