

No. 18485

**FEDERAL REPUBLIC OF GERMANY
and
SAMOA**

**Agreement regarding technical co-operation. Signed at Apia
on 8 December 1978**

Authentic texts: German and English.

Registered by the Federal Republic of Germany on 14 April 1980.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
SAMOA**

**Accord relatif à la coopération technique. Signé à Apia le
8 décembre 1978**

Textes authentiques : allemand et anglais.

Enregistré par la République fédérale d'Allemagne le 14 avril 1980.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE INDEPENDENT STATE OF WESTERN SAMOA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY REGARDING TECHNICAL CO-OPERATION

The Government of the Independent State of Western Samoa and the Government of the Federal Republic of Germany,

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 intensify their relations through technical co-operation in a spirit of partnership,

Have agreed as follows:

Article 1. (1) The Contracting Parties shall co-operate with a view to furthering the economic and social development of their peoples.

(2) The present Agreement embodies the basic conditions for technical co-operation between the Contracting Parties. The Contracting Parties may conclude supplementary arrangements regarding individual projects of technical co-operation (hereinafter referred to as "project arrangements"). Each Contracting Party shall be responsible for projects of technical co-operation in its own country. Project arrangements shall define a joint project concept, specifying in particular the project objective, the contributions to be made by the Contracting Parties, the functions and organizational positions of the participants, and the time schedule.

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

- (a) Training, advisory and research centres as well as other facilities in the Independent State of Western Samoa;
- (b) Preparation of plans, studies and reports;
- (c) Other areas of co-operation agreed by the Contracting Parties.

(2) Such assistance may

- (a) Include the secondment of experts such as instructors, advisers, consultants, specialists, scientific and technical personnel, project assistants and of auxiliary personnel; all personnel seconded on behalf of the Government of the Federal Republic of Germany will hereinafter be referred to as "seconded experts";
- (b) Include the supply of material and equipment (hereinafter referred to as "material");

¹ Came into force on 7 June 1979, the date on which the Government of the Federal Republic of Germany notified the Government of Samoa that the national requirements had been fulfilled, in accordance with article 8 (1).

- (c) Include the basic or further training of Samoan technical and managerial personnel as well as scientists in the Independent State of Western Samoa, the Federal Republic of Germany or other countries; or
- (d) Take some other appropriate form.

(3) The Government of the Federal Republic of Germany shall, unless otherwise provided in the project arrangements, make at its expense the following contributions to assisted projects:

- (a) Remuneration of the seconded experts;
- (b) Accommodation for the seconded experts and their families, insofar as such costs are not met by the experts themselves;
- (c) Official travel by the seconded experts within and outside the Independent State of Western Samoa;
- (d) Procurement of the material referred to in paragraph 2 (b) above;
- (e) Transport and insurance to the project site for the material referred to in paragraph 2 (b) above; this shall not include payment of the charges and storage fees referred to in article 3 (b) of the present Agreement;
- (f) Basic or further training of Samoan technical and managerial personnel as well as scientists, in accordance with the applicable German guidelines.

(4) Unless otherwise provided in the project arrangements, the material supplied for the projects on behalf of the Government of the Federal Republic of Germany shall become the property of the Independent State of Western Samoa on arrival in the Independent State of Western Samoa; the material shall be at the unrestricted disposal of the assisted projects and the seconded experts for the fulfilment of their tasks.

(5) The Government of the Federal Republic of Germany shall notify the Government of the Independent State of Western Samoa of the co-operating agencies, organizations or authorities it will charge with the implementation of its assistance for the respective project. The co-operating agencies, organizations or authorities so charged will hereinafter be referred to as "the implementing agency".

Article 3. The Government of the Independent State of Western Samoa shall make the following contributions:

It shall

- (a) Provide at its expense for the projects in the Independent State of Western Samoa the land and buildings required, including equipment and furnishings for the buildings insofar as such equipment and furnishings and buildings are not supplied by the Government of the Federal Republic of Germany at its expense;
- (b) Exempt the material supplied for the projects on behalf of the Government of the Federal Republic of Germany from licences, harbour dues, import and export duties and other public charges, as well as storage fees, and ensure that the material is cleared by customs without delay. The aforementioned exemptions shall, at the request of the implementing agency, also apply to material procured in the Independent State of Western Samoa;
- (c) Meet the operation and maintenance costs of the project;

- (d) Make available at its expense the Samoan experts and the auxiliary personnel required; the project arrangements should include a time schedule for their assignment;
- (e) Ensure that the functions of the seconded experts are taken over as soon as possible by Samoan experts. Where the latter are to receive basic or further training in the Independent State of Western Samoa, the Federal Republic of Germany or other countries pursuant to the present Agreement, it shall in good time nominate, in collaboration with the competent mission of the Federal Republic of Germany or with experts designated by the mission, sufficient candidates for such training. It shall only nominate such candidates as have given an undertaking to work on the respective project for at least one year for each complete year of training. It shall ensure that these Samoan experts receive appropriate remuneration;
- (f) Recognize, in accordance with their respective standard, examinations passed by Samoan nationals having received training pursuant to the present Agreement. It shall afford the persons concerned such opportunities with regard to careers, appointments and advancement as are commensurate with their training under this Agreement;
- (g) Afford the seconded experts any assistance they may require in carrying out the tasks assigned to them and make available all necessary records and documents;
- (h) Ensure the provision of the contributions required to implement the projects, insofar as these are not provided by the Government of the Federal Republic of Germany pursuant to the project arrangements;
- (i) Ensure that all Samoan agencies concerned with the implementation of the present 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 seconded experts are pledged

- (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 Charter of the United Nations;
- (b) Not to interfere in the internal affairs of the Independent State of Western Samoa;
- (c) To respect the laws and customs of the Independent State of Western Samoa;
- (d) Not to engage in any gainful occupation other than that to which they have been assigned;
- (e) To co-operate in a spirit of mutual confidence with the official agencies in the Independent State of Western Samoa.

(2) The Government of the Federal Republic of Germany shall ensure that, before an expert is seconded, the consent of the Government of the Independent State of Western Samoa is obtained. The implementing agency shall forward the curriculum vitae of the expert selected by it to the Government of the Independent State of Western Samoa together with a request for consent to his secondment. If no notification to the contrary is received from the Government of the Independent State of Western Samoa within two months, consent shall be assumed to have been granted.

(3) If the Government of the Independent State of Western Samoa wishes a seconded expert to be recalled, it shall in good time contact the Government of the Federal Republic of Germany and give the reasons for its request. Similarly, the Government of the Federal Republic of Germany shall, when a seconded expert is to be recalled by the German side, ensure that the Government of the Independent State of Western Samoa is informed thereof at the earliest possible date.

Article 5. (1) The Government of the Independent State of Western Samoa shall ensure that the seconded experts and members of their families belonging to their household receive protection for their person and their property. It shall in particular:

- (a) Assume liability in place of the seconded experts in respect of any damage caused by them in carrying out a task assigned to them in accordance with the present Agreement; any claim against the experts shall to that extent be precluded; the Independent State of Western Samoa may not assert any claim for compensation against the seconded experts, irrespective of any legal foundation of such claim, unless they have caused the damage wilfully or through gross negligence;
- (b) Ensure that the persons referred to in the first sentence of this paragraph will be immune from arrest or detention in respect of any acts or omissions, including words spoken or written, in connection with the carrying out of a task assigned to them in accordance with the present Agreement;
- (c) Permit the persons referred to in the first sentence of this paragraph to enter and leave the country unhindered at any time;
- (d) Issue to the persons referred to in the first sentence of this paragraph documents of identification referring to the special protection and assistance afforded them by the Government of the Independent State of Western Samoa.

(2) The Government of the Independent State of Western Samoa shall

- (a) Levy no taxes or other public charges on payments made from funds of the Government of the Federal Republic of Germany to seconded experts for services rendered under the present Agreement; the same shall apply to any payments made to firms carrying out assistance activities within the scope of the present Agreement on behalf of the Government of the Federal Republic of Germany;
- (b) Permit the persons referred to in the first sentence of paragraph 1 above to import during the first six (6) months and export at any time during their stay, 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 and small electrical appliances, as well as for each person one air-conditioner, one heater, one fan and one set of photographic and film equipment;
- (c) Permit the persons referred to in the first sentence of paragraph 1 above to import for their personal requirements medicaments, foodstuffs, beverages and other expendable goods;

(d) Issue to the persons referred to in the first sentence of paragraph 1 above, free of charge and without requiring security, any necessary visas as well as work and residence permits.

Article 6. The present Agreement shall also apply to projects of technical co-operation begun by the Contracting Parties prior to the entry into force of the present Agreement.

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 Independent State of Western Samoa within three months of the date of entry into force of this Agreement.

Article 8. (1) This Agreement shall enter into force on the date on which the Government of the Federal Republic of Germany notifies the Government of the Independent State of Western Samoa that the national requirements for such entry into force have been fulfilled.

(2) The present Agreement shall be valid for a period of five years. Thereafter, it 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 begun prior to the expiry of the present Agreement shall remain subject to its provisions after expiry.

DONE at Apia on eighth December 1978 in duplicate in the English and German languages, both texts being equally authentic.

For the Government
of the Independent State
of Western Samoa:

[Signed — Signé]¹

For the Government
of the Federal Republic of Germany:

[Signed — Signé]²

¹ Signed by Tupuola Efi — Signé par Tupuola Efi.

² Signed by Karl Döring — Signé par Karl Döring.