

**No. 18553**

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**NEW ZEALAND  
and  
JAMAICA**

**Agreement on technical co-operation (with annexes). Signed  
at Ottawa on 19 December 1977**

*Authentic text: English.*

*Registered by New Zealand on 17 April 1980.*

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**NOUVELLE-ZÉLANDE  
et  
JAMAÏQUE**

**Accord de coopération technique (avec annexes). Signé à  
Ottawa le 19 décembre 1977**

*Texte authentique : anglais.*

*Enregistré par la Nouvelle-Zélande le 17 avril 1980.*

## AGREEMENT<sup>1</sup> ON TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF JAMAICA

The Government of New Zealand and the Government of Jamaica,  
Desiring to strengthen the cordial relations existing between their two countries and respective peoples,

Desiring to develop a programme of technical cooperation between the two countries in conformity with the objectives of economic and social development of Jamaica,

Have agreed as follows:

*Article I.* The Government of New Zealand and the Government of Jamaica shall endeavour to develop economic, social, technical and educational cooperation to the greatest possible extent in accordance with the provisions of this Agreement and with the legal requirements of the two countries.

*Article II.* The Government of New Zealand and the Government of Jamaica shall, subject to the availability of the necessary finance and other resources, foster programmes of assistance within the scope of the objectives referred to in article I as may at any time during the currency of this Agreement be specified and arranged by the two Governments.

*Article III.* 1. The programmes of assistance within the terms of article II may take the form of:

- (a) Training in New Zealand for nationals of Jamaica;
- (b) The services of visiting New Zealand experts;
- (c) Consultancy and project services;
- (d) Delivery to Jamaica of necessary equipment for the fulfilment of mutually agreed programmes;
- (e) The provision of any other form of assistance which may be mutually agreed upon.

2. The terms and conditions on which the Government of New Zealand shall provide assistance shall be as set out in annexes A, B, and C, which shall form an integral part of this Agreement.

*Article IV.* Assistance as described in articles II and III shall be provided in response to requests received from the Government of Jamaica.

*Article V.* Each Government shall provide the other with such relevant information as may be requested and can reasonably be made available in respect of cooperation in the fields referred to above.

*Article VI.* Any disputes which may arise from the implementation of this Agreement or of any agreements or understandings concluded under this Agreement

<sup>1</sup> Came into force on 19 December 1977 by signature, in accordance with article VIII.

shall be settled by means of negotiations between the two Governments or in any other manner which may be mutually agreed upon by both Governments.

*Article VII.* This Agreement and the annexes thereto may be amended by agreement in writing between the two Governments.

*Article VIII.* This Agreement shall be valid for a period of five years from the date of signature and shall be extended automatically for successive periods of one year unless one of the Governments informs the other Government in writing six months prior to the date of expiry of its desire to terminate the Agreement.

IN WITNESS WHEREOF the undersigned, being authorised by their respective Governments, have signed this Agreement.

DONE in duplicate at Ottawa on this nineteenth date of December 1977 in English, both texts being equally authoritative.

For the Government  
of New Zealand:

DEAN J. EYRE

For the Government  
of Jamaica:

ANTHONY HILL

#### ANNEX A

##### TRAINING IN NEW ZEALAND

1. Pursuant to the provisions of article III (2) of this Agreement the following terms and conditions shall apply to training provided in New Zealand.

2. The Government of New Zealand shall, at its discretion and subject to the availability of the necessary finance and other resources, provide, as part of its bilateral assistance programme, a number of academic and technical training awards to be taken up in New Zealand by nationals of Jamaica (hereinafter called "the trainees") for whom training has been requested by the Government of Jamaica. These awards shall be for academic courses and for practical training attachments. Awards may also be made for training in connection with joint projects involving cooperation between the Government of New Zealand and the Government of Jamaica. Preference shall in all cases be given to requests for short ad hoc technical courses and practical training attachments of up to one year's duration. Awards providing training in any third country shall not be governed by the terms of this annex.

##### *Responsibilities of the Government of New Zealand*

3. For trainees accepted for training under these arrangements, the Government of New Zealand shall at its expense:

- (a) Meet the cost of travel from the point of leaving Jamaica, travel within New Zealand to the place of training, and any necessary costs incidental to this travel (including freight costs of 40 cu. ft. of luggage by sea and 22 pounds of unaccompanied baggage by air), and the return travel to Jamaica;
- (b) Pay all training fees, including necessary course, enrolment or tuition fees;
- (c) Provide a maintenance allowance to cover reasonable costs of living within New Zealand and a grant or annual allowance to cover clothing, textbooks, and other establishment costs;
- (d) Pay for hospitalisation and medical specialists' costs.

4. The Government of New Zealand shall:

- (a) Arrange for trainees to be placed in New Zealand and will look after their welfare, giving help with such matters as accommodation;
- (b) Report periodically to the Government of Jamaica on the progress being made in New Zealand by each trainee.

*Responsibilities of the Government of Jamaica*

5. The Government of Jamaica shall:

- (a) Secure an undertaking from each trainee that he or she will return to Jamaica at the conclusion of the agreed training;
- (b) Take steps to ensure that, on the return to Jamaica of the trainee, appropriate employment is arranged to enable the trainee to make effective use of the skills and experience acquired in New Zealand.

*General*

6. The Government of New Zealand accepts no responsibility for the fares, travel expenses, accommodation or maintenance of a trainee's dependants.

7. The Government of New Zealand, after consultation with the Government of Jamaica, may terminate the training of a trainee whose work or conduct is not satisfactory, or who for health or family reasons is required to return to Jamaica. In such circumstances arrangements will be made for the early return to Jamaica of the trainee.

8. The course of training in New Zealand shall not be extended or changed from that requested and agreed to except with the prior consent of both Governments.

9. Trainees shall be informed of and are expected to abide by such terms and conditions as the Government of New Zealand may from time to time lay down for trainees.

## ANNEX B

### TERMS AND CONDITIONS FOR NEW ZEALAND

#### *Firms and experts*

1. Pursuant to the provisions of article III (2) of this Agreement the following terms and conditions shall apply to New Zealand firms and experts engaged in carrying out any programme of technical cooperation or project arranged under this Agreement or understanding subsidiary to this Agreement, or under an agreement or understanding concluded prior to the entry into force of this Agreement.

2. In this annex:

(a) "Firms" shall include all New Zealand firms, companies, consortia, consultancies or other organisations.

(b) "Experts" shall include all New Zealand personnel such as advisers, instructors, technicians or contract officers engaged by the Government of Jamaica under the auspices of the New Zealand/Jamaica bilateral assistance programme.

(c) "Programme of technical cooperation", "scheme" or "project" shall include any advisory executive, administrative, operational and training activities or project of a specialist, technical or professional nature in any field of civil activity contributing to the social and economic development of Jamaica, including feasibility studies requiring expert knowledge and experience.

(d) "Dependants" shall mean the spouse and children of up to 18 years of age who form part of the household of the expert.

(e) "New Zealand Technical Assistance Equipment Pool" shall mean and comprise:

- (i) Specialist equipment, materials and motor vehicles (including spare parts) imported into Jamaica by the Government of New Zealand or firms for the benefit of any project contemplated by the terms of this Agreement; and
- (ii) Household furnishings, equipment and spare parts imported into or purchased in Jamaica by the Government of New Zealand or firms for the sole use of experts and their dependants.

#### *Responsibilities of the Government of New Zealand*

3. For firms, the Government of New Zealand shall pay under arrangements made between the Government of New Zealand and the firms, those charges which are payable in New Zealand dollars.

4. For experts, the Government of New Zealand shall provide or pay for:

- (a) All salaries and allowances accruing to experts as a consequence of their service in Jamaica as set forth in their terms of employment or contract;
- (b) The cost of travel for experts and their dependants between their usual place of residence in New Zealand and the points of entry and departure in Jamaica;
- (c) The cost of transportation, between their usual place of residence in New Zealand and the points of entry and departure in Jamaica, of personal and household effects belonging to experts and
- (d) The cost of transportation between New Zealand and the points of entry and departure in Jamaica, of equipment, specialist materials and vehicles required for any programme of technical cooperation or project;
- (e) (i) A contribution determined mutually with the Government of Jamaica towards the cost, for experts on assignments of less than six months but more than three weeks, of suitable furnished living or hotel accommodation for the duration of assignment; and (ii) the full cost of hotel accommodation for experts on assignments of three weeks or less.

5. (1) The Government of New Zealand or firms, as the case may be, shall provide or pay for all items forming part of the New Zealand Technical Assistance Equipment Pool including cost of insurance, storage and maintenance during storage and shall assign the use of those items to experts in Jamaica, or dispose of those items in accordance with the terms of this Agreement.

(2) The Government of New Zealand shall provide the Government of Jamaica with an annual list of any and all items within the New Zealand Technical Assistance Equipment Pool.

#### *Responsibilities of the Government of Jamaica*

6. For firms and experts, the Government of Jamaica shall provide or pay for:

- (a) All local support contributions and facilities as may be necessary for the work of firms or experts, including suitable office and/or laboratory space with all the normal furnishings and facilities thereof, local staff, secretarial services and/or laboratory assistants and free postal and telecommunications facilities for official purposes;
- (b) Customs clearance for specialist materials and equipments required by firms and experts in connection with their official duties;
- (c) Local transport for official journeys;
- (d) The transportation to their place of residence or work as appropriate (including, where applicable, charges in respect of unloading, storage and insurance) within Jamaica of: (i) personal and household effects belonging to experts and their dependants imported within six months of their arrival; (ii) equipment, specialist materials and vehicles required for any programme of technical cooperation or project.

7. The Government of Jamaica shall, in addition to the foregoing and unless otherwise subsequently agreed, provide or pay for accommodation, as follows:

- (a) For experts on assignments of six months or more (i) suitable hotel accommodation, including meals, for experts and their dependants for a period not exceeding 14 days on arrival and for a period not exceeding 5 days on departure; and (ii) suitable furnished living accommodation for experts and their dependants for the remaining duration of the assignment, or an accommodation allowance on a monthly rate to be agreed between the two Governments as a contribution towards the cost of suitable accommodation;
- (b) For experts on assignments of less than six months but more than three weeks, an accommodation per diem at a rate to be agreed between the two Governments as a contribution towards the cost of suitable furnished living or hotel accommodation for the duration of the expert's assignment;
- (c) For all experts (but not for their dependants) while travelling on official journeys, the full cost of suitable or other temporary furnished living accommodation, except that it shall be at the discretion of the Government of Jamaica to substitute a daily subsistence allowance, provided that such allowance shall defray substantially the actual and reasonable travelling expenses the expert is likely to encounter.

8. For experts, the Government of Jamaica shall, in addition to the foregoing and unless otherwise subsequently agreed, provide or pay for suitable transportation as follows:

- (a) From the point of entry to the place of residence for the expert (and, if on an assignment of six months or more, the expert's dependants) at the commencement of the assignment;
- (b) From the place of residence to the point of departure from Jamaica for the expert (and, if on an assignment of six months or more, the expert's dependants) at the conclusion of the assignment;
- (c) For all official journeys, including travel between an expert's place of residence and his normal place of work, where these locations are not situated in close proximity;
- (d) A mileage allowance in respect of any vehicle provided by the Government of New Zealand and used in official journeys, and/or a mileage allowance in lieu of transportation for an expert on an assignment of six months or more where that expert elects to use his privately-owned motor vehicle for official journeys (including journeys between an expert's place of residence and his normal place of work, providing the latter is situated outside the corporate area of Kingston and St. Andrew and the expert is unable to find suitable accommodation near his place of work) within five miles proximity, such allowance to be that applicable to Government officials of comparable rank in the Government of Jamaica.

9. The Government of Jamaica shall also:

- (a) Provide experts and their dependants with all entry and exit visas, licences, and all other documents necessary to enable the experts with agreed projects to carry out their respective responsibilities during their stay in Jamaica, and to enable their dependants to accompany them;
- (b) Provide Government medical facilities and treatment, when available, for the expert and his dependants (where the assignment is for a duration of six months or more).

#### *Exemptions and privileges*

10. (1) The Government of Jamaica shall exempt the Government of New Zealand, firms, experts and their dependants from income tax or any other tax levied by the Government of Jamaica in respect of salaries, allowances, payments and emoluments paid by the Government of New Zealand, and in respect of any other income (not being income which accrues within Jamaica) received in, or brought into, Jamaica by them.

(2) The Government of New Zealand shall not be required to pay:

- (a) Registration and licence dues on motor vehicles imported for use in the New Zealand Technical Assistance Equipment Pool;
- (b) Rates (other than rates specifically levied for the purpose of public utilities) payable to any local authority.

11. The Government of Jamaica shall exempt from import, export, customs and all other duties, taxes and charges:

- (a) All equipment and specialist materials, whether new or used, including books, manuals, and spare parts, required by experts;
- (b) Items, whether new or used, of personal and household effects belonging to experts and their dependants, including, without prejudice to the generality of the foregoing:
  - (i) One motor vehicle per expert; and
  - (ii) Electrical equipment; provided that personal and household effects, to qualify under this provision, shall be admitted during a period not exceeding six months after the date of first entry; and that item (i) shall apply only to experts on assignment for six months or more, and shall be admitted during a period not extending beyond six months after the date of first entry, and shall not be disposed of within three years of importation without the written approval of the Government of Jamaica, otherwise the full customs duty, assessed on the basis of the length of ownership in proportion to the above three year period, shall become payable;
- (c) Reasonable quantities of special health foods and special medical supplies, imported by the expert and/or dependants of the expert, for personal use;
- (d) Equipment, specialist materials and motor vehicles imported by the Government of New Zealand, or by firms on behalf of the Government of New Zealand, for the New Zealand Technical Assistance Equipment Pool, or for the use of experts in the performance of their duties, or for the benefit of any project contemplated by this Agreement;
- (e) Items purchased in Jamaica for the New Zealand Technical Assistance Equipment Pool or for the use of experts in the performance of their duties or for the benefit of any project contemplated by this Agreement.

12. (1) Items imported into Jamaica by the Government of New Zealand or firms or experts, under the provision of paragraph 11, whether or not as part of the New Zealand Technical Assistance Equipment Pool, may with the prior consent of the Government of Jamaica be disposed of within Jamaica in accordance with Jamaican laws and regulations to a person who also enjoys exemption. If, however, any such items are sold and disposed of, to any person or organisation not entitled to customs franchise privileges, the Government of New Zealand, or the firm, or the expert, as the case may be, shall pay the duty on the items so disposed of according to their condition and value at the time of disposal and in accordance with the customs tariff in force at the time of disposal.

(2) Notwithstanding the provisions of sub-paragraph (1) of this paragraph, should the foregoing items be disposed of by way of sale or gift to any agency of the Government of Jamaica, then that agency shall pay any duties, taxes or charges which may be levied.

13. Firms, experts and the dependants of experts shall have the privilege without exchange control restriction of bringing amounts of foreign exchange into Jamaica and of remitting those amounts overseas together with such amounts as may be earned in Jamaica pursuant to their assignment.

14. Experts and their dependants shall:

- (a) Be reimbursed for any damage or loss to personal and household effects resulting from public disturbances;
- (b) Be given the same repatriation facilities in time of war or national or international crisis as the Government of Jamaica may grant to diplomatic envoys.

15. (1) The Government of Jamaica shall bear all risks and shall meet or otherwise deal with all civil claims against the Government of New Zealand, firms, or experts, arising from the acts or omissions of experts while performing their duties. The Government of Jamaica shall indemnify the Government of New Zealand, the firms and the experts and shall hold them jointly and severally immune from legal process as well as harmless against any and all liabilities, suits, actions, claims or demands, damages, costs or fees on account of death or injuries to persons or property, or any other losses, resulting from the acts or omissions of experts while performing their duties.

(2) The foregoing provisions shall not relieve any firms or experts from liability arising from the gross negligence or wilful misconduct of the expert.

(3) The Government of New Zealand accepts that if the Government of Jamaica meets any claim on behalf of firms or experts in accordance with the provisions of subparagraph (1) of this paragraph, the Government of Jamaica will be entitled to exercise and to enforce the benefit of any right of set-off, counter-claim, indemnity, contribution or guarantee which such firms and experts may have in respect of the acts or omissions to which such a claim relates. The Government of New Zealand will place at the disposal of the Government of Jamaica any information which is in its possession and which is required for the purpose of any case to which sub-paragraph (1) of this paragraph relates and will also afford to the Government of Jamaica for this purpose such other assistance as may reasonably be open to it.

(4) The Government of New Zealand will ensure that all firms which may carry out duties in Jamaica under this Agreement will obtain reasonable insurance against damages which may result from the acts or omissions of firms or experts arising from activities carried out pursuant to those duties.

#### *General*

16. The Government of Jamaica shall accord New Zealand firms and experts no lesser benefits, privileges, or exemptions and immunities than those accorded to other non-Jamaican nationals working in Jamaica under any bilateral scheme for technical assistance.

17. The terms of reference of each assignment for each firm or expert shall be specified in individual arrangements.

18. An expert shall be entitled to leave of absence as may be specified in his terms of employment or contract, or as may be determined by the Government of New Zealand after consultation with the Government of Jamaica.

19. Firms and experts shall have the right on matters relating to the assignment to communicate with the Government of New Zealand through the New Zealand High Commission to Jamaica and, unless the two Governments have otherwise agreed with the Government of Jamaica, according to procedures determined in each case.

20. Firms and experts, although employed by the Government of New Zealand, are engaged for the benefit of Jamaica and shall be expected to use their best endeavours in the interest of that country in carrying out assignments. Such firms and experts shall not carry out any activities in Jamaica outside the framework of any programme of technical cooperation or project, and for which they receive pecuniary gain, without the consent of the two Governments.

21. (1) The Government of Jamaica may, after consulting the Government of New Zealand, request it to recall any expert or firm whose work or conduct is unsatisfactory.

(2) The Government of New Zealand may, if necessary and after consulting the Government of Jamaica, recall any expert or firm at any time, and if requested to do so by the Government of Jamaica, the Government of New Zealand will endeavour to obtain a replacement for the recalled expert or firm.

22. Should a dispute arise in connection with any programme of technical cooperation or project, every effort shall be made by the firm and/or expert and the project authorities to



settle it cooperatively at the operational level or in accordance with the provisions of any agreement or understanding concluded under this Agreement. Failing that, disputes shall be referred to the two Governments for settlement under the provisions of article VI of this Agreement.

## ANNEX C

### GIFTS

1. Pursuant to the provisions of article III (2) of this Agreement, the following terms and conditions shall apply to gifts made by the Government of New Zealand.
  2. The Government of New Zealand may from time to time as appropriate occasions arise make gifts, though not for individual ownership, of equipment, materials or supplies (including livestock and foodstuffs) whether for training, research, relief or such other purposes as may be approved between the two Governments.
  3. The Government of New Zealand will meet the costs of providing and delivering such equipment, materials and supplies to Jamaica and the Government of Jamaica will be responsible for all matters and costs subsequent to delivery, including customs clearance, transport within Jamaica, and, where necessary, installation.
  4. The Government of Jamaica shall afford the Government of New Zealand any such reasonable facilities as it may require in order to implement or evaluate any programme under this Annex.
  5. Where necessary, detailed terms and conditions for each gift shall be specified in individual arrangements.
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