

No. 19804

**SWITZERLAND
and
BENIN**

**Agreement on technical co-operation. Signed at Cotonou
on 23 January 1981**

Authentic text: French.

Registered by Switzerland on 29 May 1981.

**SUISSE
et
BÉNIN**

**Accord de coopération technique. Signé à Cotonou le 23 jan-
vier 1981**

Texte authentique : français.

Enregistré par la Suisse le 29 mai 1981.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE
SWISS CONFEDERATION AND THE PEOPLE'S REPUBLIC
OF BENIN

The Swiss Federal Council and the Government of the People's Republic of Benin, hereinafter called the Contracting Parties,

Desiring to strengthen the ties of friendship existing between Switzerland and the People's Republic of Benin and to strengthen their co-operation,

Have agreed as follows:

Article I. The Contracting Parties undertake to promote, within the framework of their respective national legislations, the implementation of development projects in the People's Republic of Benin.

Article II. The provisions of this Agreement apply to:

- (a) Co-operation projects between the two Contracting Parties;
- (b) Co-operation projects which have been initiated on the Swiss side by institutions or bodies of public or private law and upon which the two Contracting Parties have mutually agreed.

Article III. The co-operation referred to may assume the following forms:

- (a) Financial support to public or private organizations for the implementation of specific projects;
- (b) Dispatching qualified personnel;
- (c) Granting scholarships for studies or courses of professional training in the People's Republic of Benin, in Switzerland or in any other country, as the Contracting Parties may agree upon;
- (d) Any other form of co-operation as may be mutually agreed upon by the Contracting Parties.

Article IV. With a view to its implementation, each project shall be the subject of a specific agreement which stipulates the obligations incumbent on each Party and which lays down, where necessary, the responsibilities of the personnel envisaged.

Switzerland's contribution to the implementation of projects shall supplement the efforts of the People's Republic of Benin to ensure its economic and social development. The People's Republic of Benin shall remain responsible for the implementation of projects and the realization of objectives as described in each specific agreement.

The candidacies of qualified expatriate personnel shall be approved by the Government of the People's Republic of Benin.

¹ Came into force on 23 January 1981 by signature, in accordance with article X.

The recipients of scholarships shall be chosen by the People's Republic of Benin and the orientation of their studies or training shall be determined by the Contracting Parties by mutual agreement.

Article V. The contribution of the Contracting Parties to the implementation of specific projects shall, in principle, take the following forms:

(a) Switzerland:

- (aa) Coverage of the costs of the purchase and transport of equipment and materials as far as the sites of the projects, and of certain services necessary for their implementation;
- (ab) Delivery to the Beninese Party, as a gift, of equipment and materials provided for the implementation of the project; possible exceptions to this rule as well as the time of delivery shall be stipulated in the project agreement mentioned in article IV, paragraph 1;
- (ac) Coverage of all costs arising from the assignment and activity of personnel dispatched by Switzerland and, specifically, salaries, insurance premiums, travel expenses between Switzerland and the People's Republic of Benin as well as other official travel and housing and subsistence costs in Benin;
- (ad) Provision, if necessary, to the personnel dispatched by Switzerland of the professional equipment and material (including vehicles) they need to perform their work on the project;
- (ae) Coverage of the costs of studies and other professional training expenses, such as the living expenses and medical insurance costs of all the scholarship-holders referred to in article III (c);
- (af) Coverage of trainees' travel costs to and from Switzerland and the return travel costs of the students referred to in article III (c);

(b) People's Republic of Benin:

- (ba) Provision of equipment and materials and of certain services required for the implementation of projects, with due regard to the level of development of the People's Republic of Benin and its ability to contribute;
- (bb) Dispatch of training personnel required for the implementation of projects; these personnel shall assume from the outset, fully and in close collaboration with the personnel dispatched by Switzerland, responsibility for the projects to be implemented;
- (bc) Payment, as a general rule, of the salaries of the personnel dispatched by the People's Republic of Benin, in accordance with applicable Beninese law; possible exceptions to this rule shall be stipulated in the project agreement mentioned in article IV, paragraph 1;
- (bd) Ensuring payment, in accordance with the applicable rules, of the salaries of the persons referred to in subparagraphs (ae) and (af), in so far as they are agents already in the service of the State before their departure, and during the entire period of their training or studies financed by Switzerland;
- (be) Guaranteeing the persons referred to in article III (c), on their return to the People's Republic of Benin, a job in a position which will enable them

to make the best use of the knowledge and experience they have acquired;

- (bf) Provision, if possible, and to the extent that the nature of the projects justifies it, of the services which can be performed by local personnel (e.g., secretarial services).

Article VI. Also, in order to facilitate the implementation of projects within the framework of this Agreement, the People's Republic of Benin shall:

- (a) Exempt from all customs duties and taxes the equipment (including vehicles) and materials furnished by the partners in development co-operation projects, public or private, implemented with the help of Switzerland;
- (b) Authorize expatriate personnel dispatched by Switzerland to introduce temporarily into the People's Republic of Benin, free of customs duties and taxes, the professional equipment and material they need (including vehicles) provided that on completion of their assignment this equipment and material is re-exported or donated to a project;
- (c) Grant all expatriate personnel provided by Switzerland and the members of their families exemption from duties and taxes on their personal goods; this privilege ends, however, six months after the date of the first entry of the experts into the country, and does not extend to beverages and foodstuffs;
- (d) Exempt expatriate personnel and their families from taxation and other fiscal charges in respect of their person or any remuneration (salary, allowances) paid to them by the Swiss Party;
- (e) Issue, free of charge and without delay, the entry, residence and exit visas required by the rules in force;
- (f) Provide all necessary assistance and facilities to the Swiss experts and their families;
- (g) Hold expatriate personnel harmless against any claim for damage arising out of any act done in the discharge of their assigned function provided such damage is not caused either wilfully or through serious negligence.

Article VII. After consultation with the Government of the People's Republic of Benin, Switzerland may appoint a representative and may establish an office. This person shall be responsible, on the Swiss side, for all questions concerning the technical co-operation referred to in this Agreement. If he resides in Benin itself and does not belong to the Swiss diplomatic service, he shall enjoy the same advantages as those granted to expatriate project personnel.

This latter provision applies also to all expatriate personnel assigned to the office.

Article VIII. The provisions of bilateral or multilateral agreements in the field of technical co-operation which may at some time in the future be concluded by either of the Contracting Parties with third States or international organizations shall, if they are more favourable than those of articles V and VI, apply in place of the provisions of this Agreement.

Article IX. Any dispute relating to the application or interpretation of these provisions, together with those of the project agreements mentioned in article IV, paragraph 1, which cannot be settled by direct discussions between the Con-

tracting Parties may be submitted, by either Party, to an arbitral tribunal composed of three members. Each Contracting Party shall nominate one member, and the members thus nominated shall elect their chairman.

The tribunal shall determine its own procedure.

Any dispute relating to the composition or procedure of the arbitral tribunal shall, at the request of either Party, be settled by the President of the International Court of Justice.

The decision of the arbitral tribunal shall be binding upon the Contracting Parties.

Article X. This Agreement shall come into force from the date of its signature and shall remain in force for three years. Thereafter, it shall be extended tacitly from year to year unless terminated by either Contracting Party giving written notice at least six months before the expiry of the then current year.

The provisions of this Agreement shall also apply to projects already being executed at the time the Agreement enters into force. In the event of conflict between the provisions of this Agreement and those of agreements concluded with respect to those projects, it is the latter which shall apply to the persons and objects concerned.

In case of expiry of the Agreement, the Contracting Parties shall allow the projects then under execution to be fully implemented and the Beninese students or trainees then abroad to complete their courses of study or training.

DONE at Cotonou on 23 January 1981, in two original copies in the French language.

For the Swiss Federal Council:

WALTER RIESER

For the Government
of the People's Republic of Benin:

KOVI HOUEDAKO