

**No. 19803**

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**SWITZERLAND  
and  
UPPER VOLTA**

**Agreement on technical co-operation. Signed at Abidjan on  
20 June 1978, and at Ouagadougou on 22 September  
1978**

*Authentic text: French.*

*Registered by Switzerland on 29 May 1981.*

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**SUISSE  
et  
HAUTE-VOLTA**

**Accord de coopération technique. Signé à Abidjan le 20 juin  
1978, et à Ouagadougou le 22 septembre 1978**

*Texte authentique : français.*

*Enregistré par la Suisse le 29 mai 1981.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION BETWEEN THE  
SWISS CONFEDERATION AND THE REPUBLIC OF THE  
UPPER VOLTA

The Swiss Federal Council and the Government of the Republic of the Upper Volta, hereinafter called the Contracting Parties,

Desiring to strengthen the ties of friendship existing between Switzerland and the Upper Volta and to co-operate, in their mutual interest, in the development of their two countries,

Have agreed as follows:

*Article 1.* The Contracting Parties undertake, on a footing of complete equality, to promote, within the framework of their respective national legislations, the implementation of development projects in the Upper Volta.

*Article 2.* 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 3.* The co-operation referred to may assume the following forms:

- (a) Financial support to public or private organizations for the implementation of specified projects;
- (b) Dispatching qualified personnel;
- (c) Granting scholarships for studies or courses of professional training in the Upper Volta, 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 4.* 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.

The projects shall be carried out jointly by the Contracting Parties.

The recipients of scholarships shall be chosen and the orientation of their studies or their training shall be determined by mutual agreement between the Contracting Parties.

<sup>1</sup> Came into force provisionally from 22 September 1978 by signature, and definitively on 25 February 1981, the date on which the Contracting Parties had notified each other in writing that the formalities required by their respective national legislations had been completed, in accordance with article 9.

*Article 5.* The contributions 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 and of certain services necessary for the implementation of projects; Switzerland's contribution shall be stipulated in the project agreements envisaged in article 4 of this Agreement;
- (ab) Delivery to the Upper Volta 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 4, 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 Upper Volta as well as other official travel and housing and subsistence costs in the Upper Volta;
- (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 3 (c);
- (af) Coverage of trainees' travel costs to and from Switzerland and the return travel costs of the students referred to in article 3 (c).

(b) Upper Volta:

- (ba) Provision of equipment and materials and of certain services required for the implementation of projects; the contribution of the Upper Volta shall be stipulated in the project agreement referred to in article 4, paragraph 1;
- (bb) Dispatch of the personnel required for the implementation of projects; these personnel shall assume from the outset, fully or jointly with the personnel dispatched by Switzerland, responsibility for the projects to be implemented;
- (bc) Payment, as a general rule, of the salaries and insurance premiums of the personnel dispatched by the Upper Volta; possible exceptions to this rule shall be stipulated in the project agreement mentioned in article 4, paragraph 1;
- (bd) Payment of the salaries of the persons referred to in subparagraph (ae) 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) Payment of the travel costs from the Upper Volta to Switzerland of the students referred to in article 3 (c);
- (bf) Guaranteeing the persons referred to in article 3 (c), on their return to the Upper Volta, a job in a position which will enable them to make the best use of the knowledge and experience they have acquired;

(bg) 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 6.* Also, in order to facilitate the implementation of projects within the framework of this Agreement, the Government of the Republic of the Upper Volta shall:

(a) Grant the expatriate personnel dispatched by the Swiss Federal Council and the members of their families exemption from all direct taxes and equivalent charges, subject only to the following exceptions:

- The tax on motor vehicles;
- The tax on bicycles;
- The tax on weapons;
- The tax on livestock;

with the exception of foodstuffs and beverages, the personal effects and articles, including a motor vehicle, belonging to the expatriate personnel dispatched by the Swiss Federal Council, as well as professional materials and equipment belonging to them and accompanying them at the time of their initial installation, shall be exempted from all duties and taxes at the time of their introduction into the Upper Volta; the introduction of these articles and materials and the installation of their owners must be concomitant; the Customs Department shall, however, consider this condition to have been fulfilled if the period which has elapsed between the two events does not exceed six months; the vehicles, materials and technical equipment required for the implementation of projects shall be temporarily exempted from duties and entry taxes, the only taxes that are payable being those for services rendered (statistics, tolls and customs stamps);

(b) Issue, free of charge, the entry, residence and exit visas required by the rules in force;

(c) Provide all necessary assistance and facilities to the expatriate personnel dispatched by the Swiss Federal Council and the members of their families.

*Article 7.* The Upper Voltan State shall assume responsibility for damage caused to a third party by the expatriate personnel dispatched by the Swiss Federal Council, under the same conditions as those which apply to its own employees.

*Article 8.* After consultation with the Government of the Upper Volta, Switzerland may appoint a representative and may establish an office. This person shall be responsible, on the Swiss side, for all questions concerning the development co-operation referred to in this Agreement. If he resides in the Upper Volta, he shall enjoy, even if he does not belong to the Swiss diplomatic service, the same advantages as those granted to expatriate project personnel.

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

*Article 9.* This Agreement shall be implemented on a provisional basis from the date of its signature. It shall enter into force on the date on which the two Contracting Parties notify each other in writing that the formalities required by their respective national legislations have been completed. It is concluded for a period of four years and 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 is signed.

The Contracting Parties undertake to settle by amicable agreement, through the diplomatic channel, any dispute which may arise in the implementation of this Agreement.

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

DONE at Abidjan and Ouagadougou, in two original copies in the French language.

Abidjan, 20 June 1978

For the Swiss Federal Council:

WILLIAM ROCH

Ouagadougou, 22 September 1978

For the Government  
of the Republic of the Upper Volta:

MOUSSA KARGOUGOU