

No. 20210

**FEDERAL REPUBLIC OF GERMANY
and
HAITI**

**Agreement concerning technical co-operation. Signed at
Port-au-Prince on 25 April 1978**

Authentic texts: German and French.

Registered by the Federal Republic of Germany on 31 July 1981.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
HAÏTI**

**Accord de coopération technique. Signé à Port-au-Prince le
25 avril 1978**

Textes authentiques : allemand et français.

Enregistré par la République fédérale d'Allemagne le 31 juillet 1981.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
REPUBLIC OF HAITI CONCERNING TECHNICAL CO-OPERATION

The Government of the Federal Republic of Germany and the Government of the Republic of Haiti,

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 strengthen their relations through technical co-operation as partners,

Have agreed as follows:

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

(2) This Agreement describes the basic conditions of technical co-operation between the Contracting Parties. The Contracting Parties may conclude supplementary arrangements regarding individual technical co-operation projects (hereinafter referred to as “project arrangements”). Under such arrangements, each Contracting Party shall be responsible for the technical co-operation projects in its own country. Project arrangements shall set forth the joint conception of the project, including, in particular, its objective, the contributions of the Contracting Parties, the duties of the participants and their position within the organizational structure, and the project timetable.

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

- (a) Training, consulting, research and other centres in the Republic of Haiti;
- (b) The provision of plans, studies and expertise;
- (c) Such other areas of co-operation as are agreed upon by the Contracting Parties.

(2) Such support may be provided:

- (a) Through the dispatch of specialists such as trainers, advisers, consultants, experts, scientific and technical personnel, project assistants and auxiliary personnel; all personnel dispatched on behalf of the Government of the Federal Republic of Germany shall be referred to hereinafter as “dispatched specialists”;
- (b) Through the provision of material and equipment (hereinafter referred to as “material”);

¹ Came into force on 10 January 1979, the date on which the Government of the Federal Republic of Germany notified the Government of the Republic of Haiti that the national requirements had been fulfilled, in accordance with article 8 (1).

(c) Through the training and advanced training of Haitian specialists, management personnel and scientists in the Republic of Haiti, in the Federal Republic of Germany or in other countries;

(d) In any other appropriate manner.

(3) Unless otherwise provided by the project arrangements, the Government of the Federal Republic of Germany shall ensure, at its own expense, for the projects supported by it, the following contributions:

(a) Remunerations of dispatched specialists;

(b) Accommodation of dispatched specialists and their family members in so far as the dispatched specialists do not bear the costs thereof;

(c) Official travel by dispatched specialists within and without the Republic of Haiti;

(d) Procurement of the material referred to in paragraph 2, sub-paragraph (b), above;

(e) Transport and insurance of the material referred to in paragraph 2, sub-paragraph (b), above, as far as the site of the projects, with the exception of the charges and storage costs referred to in article 3, paragraph (b);

(f) Training and advanced training of Haitian specialists, management personnel and scientists in accordance with the German directives applicable from time to time.

(4) Unless otherwise provided by the project arrangements, material supplied for projects on behalf of the Government of the Federal Republic of Germany shall become the property of the Republic of Haiti upon arrival in Haiti; the material shall remain freely available to the supported projects and to the dispatched specialists for the accomplishment of their duties.

(5) The Government of the Federal Republic of Germany shall inform the Government of the Republic of Haiti concerning the institutions, organizations or agencies commissioned by it to implement its support measures for the project concerned. The institutions, organizations or agencies so commissioned shall be referred to hereinafter as the "executing agency".

Article 3. The Government of the Republic of Haiti shall:

(a) Provide, for the projects in the Republic of Haiti, the requisite land and buildings, including the equipment therefor, in so far as such equipment is not supplied by the Government of the Federal Republic of Germany at its own 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 costs and ensure the prompt customs clearance of such material. At the request of the executing agency, the foregoing exemptions shall apply also to material procured in the Republic of Haiti;

(c) Bear the cost of operation and maintenance in respect of the projects;

(d) Provide Haitian technical and auxiliary personnel as required; a timetable shall be established for this purpose in the project arrangements;

(e) Ensure that the duties of the dispatched specialists are carried on by Haitian specialists as soon as possible. In so far as such specialists receive, under this Agreement, training or advanced training in the Republic of Haiti, the Federal

Republic of Germany or other countries, it shall nominate, in good time and with the participation of the German mission or of specialists designated by that mission, a sufficient number of candidates for such training or advanced training. It shall nominate only such candidates as have given it an undertaking that after their training or advanced training they will serve on the relevant project for at least five years. It shall ensure that such Haitian specialists are paid according to their qualifications;

- (f) Recognize examinations taken by Haitian nationals who have received training or advanced training under this Agreement, according to their technical level. It shall provide for such persons employment and advancement possibilities or careers in accord with their training;
- (g) Grant the dispatched specialists all the requisite support for the completion of the tasks assigned to them and make the necessary documents available to them;
- (h) Ensure that the contributions required for the execution of the projects are realized, to the extent that such contributions are not to be made by the Government of the Federal Republic of Germany pursuant to the project arrangements;
- (i) Ensure that all Haitian agencies concerned with the implementation of this Agreement and the project arrangements are fully informed of the contents thereof in good time.

Article 4. (1) The Government of the Federal Republic of Germany shall ensure that the dispatched specialists are under the obligation:

- (a) To do their best, within the framework of the arrangements concluded concerning 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 Republic of Haiti;
- (c) To obey the laws and respect the ways of life and customs of the Republic of Haiti;
- (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 Republic of Haiti.

(2) The Government of the Federal Republic of Germany shall make sure that, before a specialist is dispatched, the approval of the Government of the Republic of Haiti has been obtained. The executing agency shall send to the Government of the Republic of Haiti the curriculum vitae of the specialist whom it has selected, together with the request for approval of his dispatch. If within one month the Government of the Republic of Haiti has not communicated its refusal, it shall be deemed to have given its approval.

(3) If the Government of the Republic of Haiti wishes to have a dispatched specialist recalled, it shall in good time contact the Government of the Federal Republic of Germany and explain the reasons for its request. Similarly, if a dispatched specialist is recalled from the German side, the Government of the Federal Republic of Germany shall ensure that the Government of the Republic of Haiti is informed thereof as early as possible.

Article 5. (1) The Government of the Republic of Haiti shall ensure that the dispatched specialists and family members belonging to their household receive protection for their person and their property; this implies, in particular, that it shall:

- (a) Assume liability in place of the dispatched specialists in respect of any damage caused by them in connection with the performance of a task assigned to them under the present Agreement; any claim against the dispatched specialists shall to that extent be precluded; the Republic of Haiti shall not assert any claim for compensation against the dispatched specialists, irrespective of any legal foundation for such claim, unless they have caused the damage wilfully or through gross negligence;
- (b) Exempt the persons specified in the first sentence of this paragraph from any arrest or detention in respect of acts or omissions, including their oral and written statements, in connection with the performance of a task assigned to them under the present Agreement;
- (c) Permit the persons specified in the first sentence of this paragraph to enter and leave the country unhindered at all times;
- (d) Issue to the persons referred to in the first sentence of this paragraph a document of identification in which reference is made to the special protection and support accorded to them by the Government of the Republic of Haiti.

(2) The Government of the Republic of Haiti shall:

- (a) Levy no taxes or other public charges on payments made out of funds of the Government of the Federal Republic of Germany to the dispatched specialists for services rendered under the present Agreement; the same shall apply to remunerations to firms which, on behalf of the Government of the Federal Republic of Germany, execute support measures under this Agreement;
- (b) Permit the persons referred to in the first sentence of paragraph 1 above to import and export, throughout the duration of their stay, 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-freezer, one washing machine, one kitchen stove, 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 cine equipment; it shall also be permissible to import and export replacements, duty and tax free and without the provision of security, when the articles thus imported have become unserviceable or been lost;
- (c) Permit the persons referred to in the first sentence of paragraph 1 above to import, for their personal needs, medicaments, foodstuffs, beverages and other consumer goods;
- (d) Issue to the persons referred to in the first sentence of paragraph 1 above, free of charge and without the provision of security, the necessary visas and work and residence permits.

Article 6. This Agreement shall also apply to technical co-operation projects of the Contracting Parties which are already under way at the time of its entry into force.

Article 7. This Agreement shall also apply to *Land Berlin*, unless the Government of the Federal Republic of Germany makes a contrary declaration to the Gov-

ernment of the Republic of Haiti within three months after the entry into force of the present Agreement.

Article 8. (1) The present Agreement shall enter into force on the date on which the Government of the Federal Republic of Germany notifies the Government of the Republic of Haiti that the necessary conditions, on the national level, for the entry into force of the Agreement have been satisfied.

(2) The Agreement shall be valid for a period of five years. It shall thereafter be 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 technical co-operation projects commenced prior to the expiry of the present Agreement shall remain subject to its provisions after its expiry.

DONE at Port-au-Prince on 25 April 1978, in two original copies, each in the German and French languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

[Signed]

GERHARD SÖHNKE
Ambassador Extraordinary and Plenipotentiary
of the Federal Republic of Germany

For the Government of the Republic of Haiti:

[Signed]

EDNER BRUTUS
Minister for Foreign Affairs
of the Republic of Haiti

[Signed]

EMMANUEL BROS
Minister of Finance and Economic Affairs
of the Republic of Haiti
