

No. 22516

**NETHERLANDS
and
GUINEA-BISSAU**

Agreement concerning the employment of Netherlands volunteers in Guinea-Bissau. Signed at Bissau on 15 April 1981

Authentic text: French.

Registered by the Netherlands on 17 December 1983.

**PAYS-BAS
et
GUINÉE-BISSAU**

Accord concernant l'emploi de volontaires néerlandais en Guinée-Bissau. Signé à Bissau le 15 avril 1981

Texte authentique : français.

Enregistré par les Pays-Bas le 17 décembre 1983.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF GUINEA-BISSAU CONCERNING THE EMPLOYMENT OF NETHERLANDS VOLUNTEERS

The Government of the Kingdom of the Netherlands and the Government of the Republic of Guinea-Bissau,

Desiring to strengthen the understanding and friendly relations between the peoples of the two countries by means of exchanges of know-how and professional expertise,

Have agreed as follows:

Article 1. 1. If so agreed between the Government of the Republic of Guinea-Bissau and the Government of the Netherlands, the latter shall within the limits imposed by the availability of manpower, financial and material resources, send Netherlands volunteers to work in Guinea-Bissau on specific development projects selected for this purpose.

2. The Government of the Netherlands shall entrust the implementation of this Agreement to the Foundation of Netherlands Volunteers (hereinafter referred to as “the Foundation”).

3. The details of the implementation and administration of this Agreement shall be worked out between the Foundation and the Directorate of International Co-operation (hereinafter referred to as “the competent authorities of the Republic of Guinea-Bissau”).

Article 2. The Government of the Republic of Guinea-Bissau shall, insofar as it is possible, afford volunteers all such assistance as they may reasonably require for the satisfactory performance of their duties.

2. During the period of their stay in Guinea-Bissau, volunteers shall be subject to the laws and regulations in force in that country.

3. Subject to prior consultation with and the agreement of the Government of the Republic of Guinea-Bissau, representatives of the Government of the Netherlands or the Foundation may review the progress of work on projects to which volunteers have been assigned.

Article 3. (1) Notwithstanding the provisions of article 1 (2) of this Agreement, the Government of the Netherlands shall have the right to recall a volunteer after consulting with the competent authorities of the Government of the Republic of Guinea-Bissau. Nevertheless, wherever possible, such recall must not impair the execution of the project to which the volunteer has been assigned.

2. The Government of the Republic of Guinea-Bissau shall have the right to request the Government of the Netherlands to recall a volunteer if his personal or professional conduct justifies such a measure. The Government of the Republic of Guinea-Bissau shall not, however, avail itself of this right without first having lodged a complaint with the competent representative of the Government of the Netherlands in Guinea-Bissau and having considered the possibilities of assigning the volunteer to another post.

¹ Came into force on 16 August 1982, the date of receipt of the last of the notifications by which the Parties informed each other of the completion of their respective constitutional formalities, in accordance with article 9 (1).

Article 4. The Government of the Netherlands shall:

- (a) Be responsible for the pre-assignment training of volunteers prior to their arrival in Guinea-Bissau;
- (b) Meet the cost of social insurance salary round-trip travel from the Netherlands to the Republic of Guinea-Bissau and back and medical and dental care for each volunteer;
- (c) Provide volunteers with such personal and professional equipment, including motor vehicles, as it deems essential for each individual volunteer or for the team as a whole, to effectively execute the projects to which the volunteers have been assigned.

This equipment shall remain the property of the Government of the Netherlands unless ownership is transferred to the Government of the Republic of Guinea-Bissau by mutual agreement.

Article 5. The Government of the Republic of Guinea-Bissau shall:

- (a) Exempt Netherlands volunteers from import and customs duties on new or used household and personal effects and professional equipment imported temporarily into Guinea-Bissau within six months of the arrival of the volunteers or of members of their family, provided that such goods are re-exported from Guinea-Bissau at the time of departure or within such period as may be agreed upon by the Government of the Republic of Guinea-Bissau;
- (b) Exempt from all temporary import duties and export duties and other official charges, with the exception of stamp duties, equipment (including motor vehicles) and other goods supplied by the Government of the Netherlands or by the Foundation and intended for the execution of the agreed projects;
- (c) Exempt from all taxes and other fiscal charges, with the exception of stamp duties, all emoluments received by volunteers from Netherlands sources or remitted from overseas as payment for their services;
- (d) Make provision for volunteers to import a motor vehicle duty-free or purchase it from bond within six months of their arrival in the Republic of Guinea-Bissau, on the understanding that such vehicle, if sold to a person not likewise privileged, shall be subject to payment of an appropriate import duty based on the estimated value of the vehicle at the time of sale;
- (e) Grant the Foundation non-resident bank accounts;
- (f) Issue volunteers with work and residence permits free of charge, whenever this is required for the execution of projects, and with identity documents guaranteeing them, in the performance of their duties, the full support of the competent authorities of the Government of the Republic of Guinea-Bissau;
- (g) Give volunteers authorization to enter or leave the country at any time, subject only to the immigration laws in force in Guinea-Bissau and offer the volunteers and their families in Guinea-Bissau repatriation facilities in times of national or international crisis in so far as is reasonably possible in such circumstances;
- (h) Exempt volunteers from the payment of fees and other charges relating to visas, immigration and personal registration;
- (i) Exempt volunteers or their family members from national service obligations;
- (j) Grant volunteers immunity from prosecution with respect to any acts done and any words spoken or written in their official capacity.

Article 6. The Government of the Republic of Guinea-Bissau shall provide volunteers with: free accommodation at the places where they are to perform their duties.

The Government of the Netherlands shall take on this obligation if the Government of the Republic of Guinea-Bissau is unable to assume it.

Article 7. 1. The Government of the Republic of Guinea-Bissau shall absolve the Government of the Kingdom of the Netherlands, the Foundation and volunteers from any extra-contractual civil liability arising from any act or omission on the part of one or most of the persons referred to in this Agreement and which has resulted in the death of or bodily injury to a third party, if such cases are not covered by insurance. The Government of Guinea-Bissau shall refrain from bringing any extra-contractual civil liability claim or suit, unless such liability arises from wilful misconduct or gross negligence.

2. If the Government of Guinea-Bissau absolves the Government of the Netherlands, the Foundation and volunteers from any extra-contractual civil liability claim or suit in accordance with paragraph 1 of this article, the Government of the Republic of Guinea-Bissau shall be empowered to exercise all the rights of which the Government of the Netherlands, the Foundation and the volunteers might have availed themselves.

3. At the request of the Government of the Republic of Guinea-Bissau, the Government of the Netherlands shall extend to the competent authorities of the Republic of Guinea-Bissau such administrative or judicial assistance as may be necessary to arrive at a satisfactory settlement of any problems arising from the application of paragraphs 1 and 2 of this article.

Article 8. The provisions of article 5 (b) and of articles 6 and 7 of this Agreement shall apply equally to the resident representative of the Foundation in Guinea-Bissau and to his staff (non-volunteers).

Article 9. 1. This Agreement shall enter into force on the date by which the Government of the Netherlands and the Government of the Republic of Guinea-Bissau have notified each other in writing that the constitutional formalities laid down in their respective countries have been fulfilled.

2. This Agreement shall remain in force for a period of three years and shall be tacitly renewed for similar periods unless one of the two Governments notifies the other in writing, at least six months prior to expiry of the current term, of its intention to terminate it.

3. With regard to the Kingdom of the Netherlands, this Agreement shall apply only to the Kingdom in Europe.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Bissau on 15 April 1981, in duplicate in the French language.

For the Government
of the Kingdom of the Netherlands:

[Signed]

J. B. HOEKMAN
Ambassador

For the Government
of the Republic of Guinea-Bissau:

[Signed]

INÁCIO SEMEDO
Director of International Co-operation