

No. 23000

**FEDERAL REPUBLIC OF GERMANY
and
GUINEA**

**Agreement concerning technical co-operation. Signed at
Bonn on 18 June 1979**

Authentic texts: German and French.

Registered by the Federal Republic of Germany on 1 July 1984.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
GUINÉE**

**Accord de coopération technique. Signé à Bonn le 18 juin
1979**

Textes authentiques : allemand et français.

Enregistré par la République fédérale d'Allemagne le 1^{er} juillet 1984.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
POPULAR AND REVOLUTIONARY REPUBLIC OF GUINEA
CONCERNING TECHNICAL CO-OPERATION

The Government of the Federal Republic of Germany and the Government of the Popular and Revolutionary Republic of Guinea,

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 Popular and Revolutionary Republic of Guinea;
- (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 26 September 1979, the date on which the Government of the Federal Republic of Germany informed the Government of Guinea of the fulfilment of the national requirements, in accordance with article 7 (1).

(c) Through the training and advanced training of Guinean specialists, management personnel and scientists in the Popular and Revolutionary Republic of Guinea, 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 Popular and Revolutionary Republic of Guinea;

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

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

(f) Training and advanced training of Guinean 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 Popular and Revolutionary Republic of Guinea upon arrival in the Popular and Revolutionary Republic of Guinea; 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 Popular and Revolutionary Republic of Guinea 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 Popular and Revolutionary Republic of Guinea shall:

(a) Provide, for the projects in Popular and Revolutionary Republic of Guinea, 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 harbour dues, import and export duties and other public charges as well as storage costs and ensure the prompt customs clearance of such material. The licences required for importation of the material provided shall be granted by the competent Guinean authorities. At the request of the executing agency, the foregoing exemptions shall apply also to material procured in the Popular and Revolutionary Republic of Guinea;

(c) Bear the cost of operation and maintenance in respect of the projects supported by German technical co-operation;

- (d) Provide Guinean 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 Guinean specialists as soon as possible. In so far as such specialists receive, under this Agreement, training or advanced training in the Popular and Revolutionary Republic of Guinea, 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 Guinean specialists are paid according to their qualifications;
- (f) Recognize examinations taken by Guinean 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 accordance 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 within the time agreed, 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 Guinean 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 Popular and Revolutionary Republic of Guinea;
- (c) To obey the laws and respect the ways of life and customs of the Popular and Revolutionary Republic of Guinea;
- (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 Popular and Revolutionary Republic of Guinea.

(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 Popular and Revolutionary Republic of Guinea has been obtained. The executing agency shall send to the Government of the Popular and Revolutionary Republic of Guinea the *curriculum vitae* of the specialist whom it has selected, together with the request for approval of his dispatch. If within two months the Government of the Popular and Revolutionary Republic of Guinea has not communicated its refusal, it shall be deemed to have given its approval.

(3) If the Government of the Popular and Revolutionary Republic of Guinea 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. The same shall apply if the German side recalls a dispatched specialist. The Government of the Federal Republic of Germany shall replace a dispatched specialist with a view to ensuring the smooth execution of the project as soon as possible.

Article 5. (1) The Government of the Popular and Revolutionary Republic of Guinea 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 Popular and Revolutionary Republic of Guinea 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.

In the event that they commit a punishable offence which is not connected with the performance of a task assigned to them under the present Agreement, the specialists shall be subject to the laws and regulations in force in the Popular and Revolutionary Republic of Guinea.

The two Governments shall subsequently, at the request of one of the two Governments, enter into consultations with a view to finding a satisfactory solution in the event that a German specialist is held criminally responsible;

- (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 Popular and Revolutionary Republic of Guinea.

(2) The Government of the Popular and Revolutionary Republic of Guinea 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 re-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 elec-

trical appliances, as well as, for each person, one air-conditioner, one heater, one fan and one set of photographic and cinematic 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. The export of all articles acquired in the Popular and Revolutionary Republic of Guinea shall be subject to the legislation in force;

- (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 *Land Berlin*, unless the Government of the Federal Republic of Germany makes a contrary declaration to the Government of the Popular and Revolutionary Republic of Guinea within three months after the entry into force of the present Agreement.

Article 7. (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 Popular and Revolutionary Republic of Guinea 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 by tacit agreement 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.

(4) The Agreement of 18 March 1959 concerning Economic and Technical Co-operation shall cease to have effect upon the signature of the present Agreement.

DONE at Bonn on 18 June 1979, 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:

G. VAN WELL

For the Government of the Popular and Revolutionary Republic of Guinea:

Dr. ABDALAYE TOURÉ
