

**No. 23514**

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**FEDERAL REPUBLIC OF GERMANY  
and  
JAMAICA**

**Agreement regarding technical co-operation (with annex).  
Signed at Kingston on 2 December 1983**

*Authentic texts: German and English.*

*Registered by the Federal Republic of Germany on 17 September 1985.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
JAMAÏQUE**

**Accord de coopération technique (avec annexe). Signé à  
Kingston le 2 décembre 1983**

*Textes authentiques : allemand et anglais.*

*Enregistré par la République fédérale d'Allemagne le 17 septembre 1985.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF JAMAICA REGARDING TECHNICAL COOPERATION

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

Having in mind the friendly relations existing between the two States and their peoples,

Firmly desiring to intensify those relations,

Considering their common interest in cultivating and encouraging the technical and economic development of their States, and,

Recognizing the benefits to be derived by both States from closer technical cooperation,

Have agreed as follows:

*Article 1.* 1. The Contracting Parties shall endeavour to cooperate and assist each other, within the limits of their possibilities, in technical matters in the fields referred to in Article 2 of the present Agreement.

2. The Contracting Parties agree on this basis and within the framework of the present Agreement to conclude arrangements regarding individual projects.

*Article 2.* 1. The arrangements referred to in paragraph 2 of Article 1 of the present Agreement may provide that the Government of the Federal Republic of Germany shall assist the Government of Jamaica in the establishment of technical training centres and model institutions and other forms of technical cooperation as may be agreed between the Parties from time to time

- (a) By despatching to Jamaica as assigned personnel, teachers and technicians,
- (b) By providing technical equipment, and
- (c) By despatching to Jamaica as assigned personnel, experts, consultants and advisers for specific projects.

2. All personnel despatched under paragraph 1(a) and (c) of this Article on behalf of the Federal Republic of Germany will be referred to hereafter as assigned experts.

3. The Government of the Federal Republic of Germany shall obtain the approval of the Government of Jamaica of any assigned expert prior to his departure by submitting to the Government of Jamaica for its approval the curriculum vitae of such expert. If no notification to the contrary is received from the Government of Jamaica within two months, the consent of the Jamaican Government is presumed.

4. For each assigned expert provided in accordance with paragraph 1(a) and (c) above, the Government of the Federal Republic of Germany will pay the cost of travel to and from and within Jamaica.

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<sup>1</sup> Came into force on 2 December 1983 by signature, in accordance with article 12.

5. The Government of the Federal Republic of Germany shall meet at its expense costs for

- (a) Accommodation for assigned experts and their families in-so-far as such costs are not borne by the experts themselves,
- (b) Transport to project sites and insurance relative to material provided under paragraph (1) letter (b).

*Article 3.* In accordance with arrangements concluded under paragraph 2 of Article 1 of the present Agreement, the Government of the Federal Republic of Germany shall endeavour to assist the Government of Jamaica

- (a) By affording Jamaican trainees opportunities to receive training at technical training institutions in the Federal Republic of Germany or at German industrial establishments; and
- (b) By promoting the advanced technical education of Jamaican specialists in the Federal Republic of Germany.

*Article 4.* 1. The Government of Jamaica shall

- (a) At its expense provide, as necessary, land and buildings including appurtenances for the individual projects in Jamaica;
- (b) Bear the costs of operation and maintenance of the individual projects;
- (c) At its expense provide the indigenous technical and auxiliary staff required for individual projects and interpreters when required;
- (d) Ensure that after an appropriate period of time suitable Jamaican nationals shall be available to replace the assigned experts. It shall to this end nominate an adequate number of suitable Jamaican nationals from whom replacements for assigned experts may be selected for training in the Federal Republic of Germany and shall guarantee that these persons will upon satisfactory completion of their training be employed at the establishment under development.

2. Further detailed arrangements in regard to individual projects may be made in accordance with paragraph 2 of Article 1 of the present Agreement.

*Article 5.* 1. The Government of Jamaica shall, within the framework of projects of technical cooperation, in particular of projects in respect of which arrangements shall have been concluded under paragraph 2 of Article 1 of the present Agreement, grant the immunities and privileges set out in the Annex which forms part of this Agreement.

2. The Government of the Federal Republic of Germany shall have the right and duty to waive any immunity set out in the Annex in any case where the immunity would impede the course of justice and it can be waived without prejudice to the interests of the Government of the Federal Republic of Germany.

3. The Government of Jamaica shall issue to the assigned experts and their family members documents of identification containing an assurance of full assistance to be given by the appropriate Jamaican authorities in the performance of the tasks assigned to such experts.

4. The Government of Jamaica shall exempt from taxation and other fiscal charges the assigned experts in respect of any emoluments paid to them by authorities of the Federal Republic of Germany.

*Article 6.* 1. In respect of any claim for damage to a third party caused by an assigned expert in connexion with the execution of a task assigned to him under the present Agreement, Jamaica shall indemnify the assigned expert against all or any such damages on condition that no settlement shall be made by such expert without the agreement of the Jamaican Government.

2. An assigned expert shall, notwithstanding the legal foundation of such claim, be liable to Jamaica only in cases of willful misconduct or gross negligence.

*Article 7.* The provisions of the present Agreement shall also apply to assigned experts who, on the entry into force of this Agreement, are already serving in Jamaica within the framework of technical cooperation on behalf of the Government of the Federal Republic of Germany.

*Article 8.* The Contracting Parties shall, subject to a special arrangement, inform each other about training and working plans of interest for the implementation of technical cooperation.

*Article 9.* The present Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of Jamaica within three months of the date of entry into force of the present Agreement.

*Article 10.* This Agreement may be amended where both Contracting Parties agree to do so.

*Article 11.* 1. This Agreement shall be valid for a period of five years. Thereafter the Agreement shall 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.

2. Notwithstanding the expiry of the present Agreement, any projects which have been arranged under paragraph 2 of Article 1 of the present Agreement shall be carried to their completion under the continued application of the provisions of the present Agreement.

*Article 12.* The present Agreement shall enter into force on the date of signature thereof.

DONE at Kingston on 2nd December, 1983, in duplicate, in the German and English languages, both texts being equally authentic.

For the Government  
of the Federal Republic of Germany:

[Signed — Signé]<sup>1</sup>

For the Government  
of Jamaica

[Signed — Signé]<sup>2</sup>

<sup>1</sup> Signed by Richard Wagner — Signé par Richard Wagner.

<sup>2</sup> Signed by Edward Seaga — Signé par Edward Seaga.

## ANNEX

## PART I

## IMMUNITIES AND PRIVILEGES GRANTED TO THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND ORGANIZATIONS OF THE FEDERAL REPUBLIC OF GERMANY

## 1. Exemption from customs duties

- a) On goods directly imported and, where applicable, re-exported by the Government of the Federal Republic of Germany or organizations of the Federal Republic of Germany for use on projects in Jamaica under the Agreement; or
  - b) On the importation of any publications of the Government of the Federal Republic of Germany or organizations of the Federal Republic of Germany if such publications are directly imported by them, for use on the projects under this Agreement
- so, however, that any such exemption shall be subject to compliance with such conditions as the Collector-General may prescribe for the protection of the revenue.

2. The Government of Jamaica shall ensure that taxes, rates, dues and charges other than customs duties relating to the items referred to in paragraph 1 (a) and (b) are not paid by the Government of the Federal Republic of Germany or organizations of the Federal Republic of Germany.

## 3. Exemption from prohibitions and restrictions on importation or exportation

- a) In the case of goods directly imported or exported by the Government of the Federal Republic of Germany or organizations of the Federal Republic of Germany for their official use; and
- b) In the case of any publication of the Government of the Federal Republic of Germany or organizations of the Federal Republic of Germany, if such publications are directly imported or exported by them.

4. The right to avail itself, for telegraphic communications sent by it and containing only matters intended for publication by the Press or for broadcasting (including communications addressed to or despatched from places outside Jamaica), of any reduced rates applicable for the corresponding service in the case of Press telegrams.

## PART II

## IMMUNITIES AND PRIVILEGES WHICH MAY BE GRANTED AS RESPECTS THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND ORGANIZATIONS OF THE FEDERAL REPUBLIC OF GERMANY TO THEIR ASSIGNED EXPERTS AND THEIR FAMILIES AND STAFF

1. (1) Subject to paragraph (2), the assigned expert shall be exempt from customs duties in respect of the importation and, where applicable, of re-exportation of

- a) One motor car for his personal use; and
- b) Personal and household effects of himself and members of his family and staff; and
- c) Reasonable quantities of medicine and special health foods for the use of himself and members of his family and staff.

(2) In this paragraph the expression "members of family" when used in relation to any person means that person's wife or husband, as the case may be, and children under the age of twenty-three; and such other members of his household as may be approved by the Minister responsible for Foreign Affairs.

2. The exemptions granted pursuant to paragraph 1 shall be subject to the following conditions

- a) The exemption under paragraph 1(1)(a) shall
  - i) Apply only to persons on assignment in Jamaica for six months or more;
  - ii) Not be granted later than six months after the date of the person's first arrival in Jamaica for his tour of duty;
  - iii) Be subject to the condition that if the motor car is sold, pledged, transferred or otherwise disposed of within three years of importation or prior to the termination of the person's tour of duty in the island, whichever is earlier, to a person who is not entitled to customs duty privileges, customs duties assessed as at the date of importation shall be payable;
- b) The exemption under paragraph 1(1)(b) shall not be granted later than six months after the date of the person's first arrival in Jamaica for his tour of duty.

3. The assigned expert shall be entitled to

- a) Immunity from suit and legal process in respect of words spoken or written and acts done by him in the performance of his mission; and
- b) Immunity from personal arrest or detention in respect of acts done by him in the performance of official duties; and
- c) Immunity from seizure of his personal baggage.

4. (1) Subject to any laws or regulations concerning zones entry into which is prohibited or regulated for reasons of national security, the assigned expert shall be granted freedom of movement and travel within Jamaica.

(2) Without prejudice to the provisions of paragraph 3, an assigned expert and members of his family shall be free at any time to leave Jamaica.

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