

No. 24027

**NETHERLANDS
and
MOZAMBIQUE**

**Agreement on technical co-operation. Signed at Maputo on
12 July 1984**

Authentic text: English.

Registered by the Netherlands on 27 March 1986.

**PAYS-BAS
et
MOZAMBIQUE**

**Accord de coopération technique. Signé à Maputo le
12 juillet 1984**

Texte authentique : anglais

Enregistré par les Pays-Bas le 27 mars 1986.

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE PEOPLE'S REPUBLIC OF MOZAMBIQUE

The Government of the Kingdom of the Netherlands and the Government of the People's Republic of Mozambique;

Reaffirming friendly relations existing between the two States and their peoples;

Firmly desiring to intensify those relations;

Desiring to promote technical cooperation, and to create for that purpose the necessary legal and administrative framework;

Have agreed as follows:

Article 1. 1. The aim of this Agreement shall be to promote technical cooperation and to create to that effect the legal and administrative framework for technical cooperation projects upon which the competent administrative authorities of the two Parties may decide for the purpose of implementing this Agreement.

2. A decision to cooperate as referred to in paragraph 1 above, the contributions to a project and the manner in which that project is to be implemented shall in each case be laid down in an arrangement to be established by the two competent authorities.

Article 2. In connection with a project, the Government of the People's Republic of Mozambique shall:

- a. Exempt the Netherlands personnel from all taxes and other fiscal charges in respect of all remunerations received from the Government of the Netherlands;
- b. Exempt the Netherlands personnel from paying import and customs duties on new or used household effects, personal belongings and professional equipment imported into Mozambique within six months of their arrival or that of their dependants. Any disposal of such goods within Mozambique by the Netherlands personnel during their official tenure or upon completion of assignment shall be on condition to be laid down by the Government of Mozambique;
- c. Make provisions for duty-free importation or purchase from bond of one motor-vehicle by each member of the Netherlands personnel within six months of first arrival in Mozambique on the condition that, if such vehicle is sold to a person not likewise privileged, an appropriate import duty based on the estimated value of the vehicle at the time of its sale will become payable in accordance with the law in force in Mozambique;
- d. Exempt the Netherlands personnel and their dependants from national and/or military service obligations;

¹ Came into force on 20 September 1985, the date of receipt of the last of the notifications (of 28 November 1984 and 19 September 1985) by which the Parties informed each other of the completion of the constitutional procedures, in accordance with article 9 (1).

- e. Grant the Netherlands personnel immunity from legal action in respect of any words spoken or written and in respect of any acts performed by that personnel in their official capacity;
- f. Grant the Netherlands personnel, their spouses and dependants, without delay, entry, exit and other permits. Personnel financed through Netherlands assistance funds and their respective families shall on request be given renewal of multiple exit and re-entry visas on a three months' basis. In cases when general travel restrictions are applied by the Mozambican authorities, as a temporary measure, re-entry visas shall be suspended. In cases when the Mozambican authorities are able to prove that criminal acts have been committed by Netherlands personnel, renewal can be withheld, provided that the Netherlands Embassy will be promptly informed;
- g. Grant the Netherlands personnel the right to travel within the country in accordance with provisions made by Mozambique;
- h. Provide the Netherlands personnel with identity documents to assure them of the full assistance of the appropriate authorities of Mozambique in the performance of their duties;
- i. Grant the Netherlands personnel normal banking and exchange facilities for all remunerations received from the Government of the Netherlands, i.e. external accounts in accordance with the law in force in Mozambique;
- j. Offer the Netherlands personnel and their dependants in Mozambique repatriation facilities in times of national or international crises;
- k. Provide the Netherlands personnel with medical and dental facilities of the same standard as are made available to Mozambique civil servants of comparable rank;
- l. Provide the Netherlands personnel with decent housing. In case no housing is available after a period of two months of first arrival in Mozambique of the said personnel, the Mozambican Government will take over all the allowances to which the Netherlands personnel is entitled according to an arrangement as mentioned in Article 1, paragraph 2, of this Agreement.

Article 3. 1. The Government of the People's Republic of Mozambique shall indemnify and hold harmless the Government of the Netherlands and the Netherlands personnel against any extra-contractual civil liability arising from any act or omission on the part of one or more of the said individuals during the operations governed by or undertaken in virtue of this Agreement causing the death of or physical injury to a third party or damage to the property of a third party, in so far as such liability is not covered by insurance, and shall abstain from making any claim or instituting any action for extra-contractual civil liability unless such liability derives from wilful misconduct or from gross negligence on the part of one or more of the said individuals.

2. In the event that the Government of the People's Republic of Mozambique holds harmless the Government of the Netherlands or one or more of the said individuals against any claim or action for extra-contractual civil liability in accordance with the paragraph 1 of this Article, the Government of Mozambique shall be entitled to exercise all rights to which the Government of the Netherlands or the individuals are entitled.

3. If the Government of the People's Republic of Mozambique so requests, the Government of the Netherlands shall provide the competent authorities of the People's Republic of Mozambique with the administrative or legal assistance needed for satisfactory solution of any problems that may arise in connection with the application of the paragraphs 1 and 2 of this Article.

Article 4. 1. The Government of Mozambique, after consulting with the Netherlands Government, will have the right to request the recall of any Netherlands personnel whose work or conduct is unsatisfactory.

The Netherlands Government, after similar consultations with the Mozambican Government, will have the right to recall any Netherlands personnel at any time.

In case of recall, the Netherlands Government will make every effort to obtain an adequate replacement for the recalled Netherlands personnel if the Government of Mozambique so requests.

2. All Netherlands personnel will carry out their assignment to be agreed upon by the respective competent authorities.

As far as the daily operations of a project are concerned they will act in close consultation with the Mozambican authorities responsible for the execution of the project, and they shall respect the operational instructions given by those authorities.

Communications between the Netherlands personnel and the competent Netherlands authorities shall be dealt with in the respective project arrangements.

The Netherlands personnel shall respect the laws in force in Mozambique.

Article 5. 1. The provisions in this Agreement concerning Netherlands personnel shall apply equally to persons employed by the Netherlands Government and to persons employed by business enterprises or other organizations with which the Netherlands Government has concluded an agreement for the execution of a project, on which both competent authorities have decided to cooperate.

2. The Netherlands personnel made available may perform operational or advisory duties.

Article 6. 1. The provisions of Articles 2, 3 and 4, paragraph 1, of this Agreement are applicable to the topping-up experts made available by the Netherlands. However, those experts would be required to pay local income tax on emoluments paid to them by the Government of the People's Republic of Mozambique.

2. The experts mentioned under paragraph 1 of this Article, shall be under the exclusive direction of the relevant Mozambican authorities. The experts will have to comply with such orders and regulations as are in force in Mozambique at any given time, provided such orders and regulations do not conflict with any provision of this Agreement or any other arrangement between two Contracting Parties applicable to the experts concerned.

Article 7. The Government of the People's Republic of Mozambique shall exempt from all import and export duties and other official charges the equipment (including motor-vehicles) and other supplies provided by the Netherlands Government in connection with a project.

Article 8. 1. The Mozambican authorities shall, without delay, inform the consular officer of the Netherlands if a member of the Netherlands personnel is arrested or committed to prison or to custody pending trial or is detained in any other manner. Any communication addressed to the consular post by the person arrested, in prison, custody or detention shall also be forwarded by the Mozambican authorities without delay.

2. The Netherlands consular officer shall have the right to visit a Netherlands national, who is in prison, custody or detention, to converse and correspond with him and to arrange for his legal representation. He shall also have the right to visit any Netherlands national — who is in prison, custody or detention in their district in pursuance of a judgement.

Article 9. 1. This Agreement shall enter into force on the date on which the two Governments have given each other written notification that the procedures constitutionally required therefore in their respective countries have been complied with.

2. This Agreement shall remain in force for an initial period of two years. If neither Government declares its intention to terminate the Agreement three months before it expires, the Agreement shall each time be tacitly renewed for a further period of one year.

3. In respect of the projects started before the date of termination of this Agreement the foregoing articles shall continue to be effective until the project has been terminated.

4. This Agreement shall automatically terminate when a general multilateral agreement on technical cooperation involving both Governments, comes into force.

5. With respect to the Kingdom of the Netherlands this Agreement shall apply to the European part of the Kingdom only.

DONE at Maputo, this 12th day of July 1984, in duplicate in the English language.

For the Government
of the Kingdom
of the Netherlands:

E. M. SCHO

A. L. SCHNEIDERS

For the Government
of the People's Republic
of Mozambique:

RUI BALTAZAR

DOS SANTOS ALVES