

No. 23677

**FEDERAL REPUBLIC OF GERMANY
and
GUINEA-BISSAU**

**Agreement concerning technical co-operation. Signed at
Dakar on 29 September 1982**

Authentic texts: German and Portuguese.

Registered by the Federal Republic of Germany on 1 January 1986.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
GUINÉE-BISSAU**

**Accord de coopération technique. Signé à Dakar le 29 sep-
tembre 1982**

Textes authentiques : allemand et portugais.

Enregistré par la République fédérale d'Allemagne le 1^{er} janvier 1986.

[TRANSLATION — TRADUCTION]

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

The Government of the Federal Republic of Germany and the Government of the Republic of Guinea-Bissau,

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 based on the principles of mutual respect for the sovereignty of each State, non-interference in internal affairs, and mutual benefit,

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 and research centres and other establishments in the Republic of Guinea-Bissau;
- (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";

¹ Came into force on 14 March 1983, the date on which the Contracting Parties had notified each other (on 9 and 14 March 1983) of the completion of the required internal formalities, in accordance with article 8 (1).

- (b) Through the provision of material and equipment (hereinafter referred to as “material”);
- (c) Through the training and advanced training of specialists, management personnel and scientists of the Republic of Guinea-Bissau in the Republic of Guinea-Bissau, 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, insofar as the dispatched specialists do not bear the costs thereof;
- (c) Official travel by dispatched specialists within and without the Republic of Guinea-Bissau;
- (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, subparagraph (b);
- (f) Training and advanced training of specialists, management personnel and scientists of the Republic of Guinea-Bissau in accordance with the German directives applicable from time to time.

4. Unless otherwise provided by the project arrangements, materials supplied for projects on behalf of the Government of the Federal Republic of Germany shall become the property of the Republic of Guinea-Bissau upon arrival in the Republic of Guinea-Bissau; 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 Guinea-Bissau 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 Guinea-Bissau shall:

- (a) Provide, for the projects in the Republic of Guinea-Bissau, the requisite land and buildings, including the equipment therefor, insofar 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 licence requirements, 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 Guinea-Bissau. Where this violates the laws and regulations in force in the Republic of Guinea-Bissau, the State of Guinea-Bissau shall assume the cost of the aforesaid charges and dues;
- (c) Bear the cost of project operation and maintenance;

- (d) Provide technical and auxiliary personnel of the Republic of Guinea-Bissau 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 specialists of the Republic of Guinea-Bissau as soon as possible. Insofar as such specialists receive, under this Agreement, training or advanced training in the Republic of Guinea-Bissau, the Federal Republic of Germany or other countries, it shall nominate, in good time, according to the training required 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 specialists of the Republic of Guinea-Bissau are paid according to their qualifications;
- (f) Recognize examinations taken by nationals of the Republic of Guinea-Bissau who have received training or advanced training under this Agreement, according to their technical level. It undertakes to provide for such persons the same employment and advancement possibilities or careers as for graduates of equivalent training courses offered by Guinea-Bissau;
- (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 agencies of the Republic of Guinea-Bissau 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 undertake:

- (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 Guinea-Bissau;
- (c) To obey the laws and respect the ways of life and customs of the Republic of Guinea-Bissau;
- (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 Guinea-Bissau.

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 Guinea-Bissau has been obtained. The executing agency shall send to the Government of the Republic of Guinea-Bissau 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 Republic of Guinea-Bissau has not communicated its refusal, it shall be deemed to have given its approval.

3. If the Government of the Republic of Guinea-Bissau 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, the Government of the Federal Republic of Germany shall, if a dispatched specialist is recalled by the German side, ensure that the Government of the Republic of Guinea-Bissau is informed thereof as soon as possible.

Article 5. 1. The Government of the Republic of Guinea-Bissau shall ensure that the dispatched specialists and family members belonging to their household receive protection for their persons 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 this Agreement; any claim against the dispatched specialists shall to that extent be precluded; the Republic of Guinea-Bissau 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 article from any arrest or detention in respect of acts or omissions, including their oral and written statements, strictly in connection with the performance of a task assigned to them under this Agreement;
- c) Permit the persons specified in the first sentence of this article to enter and leave the country unhindered at all times;
- d) Issue to the persons specified in the first sentence of this article 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 Guinea-Bissau.

2. The Government of the Republic of Guinea-Bissau 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 this 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 specified in the first sentence of this article 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-freeze, 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 specified to in the first sentence of this article 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 this article, 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 projects involving technical co-operation between the Contracting Parties which have already commenced 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 Government of the Republic of Guinea-Bissau within three months after the entry into force of this Agreement.

Article 8. 1. This Agreement shall enter into force on the date on which the Government of the Federal Republic of Germany and the Government of Guinea-Bissau notify each other that the national requirements for the entry into force of the Agreement have been satisfied.

2. This Agreement shall remain in force for a period of three 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. After the expiry of this Agreement or its denunciation by either Contracting Party, its provisions shall continue to govern any technical co-operation projects which have commenced.

DONE at Dakar on 29 September 1982, in two original copies, each in the German and Portuguese languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

U. HORSTMANN

For the Government of the Republic of Guinea-Bissau:

NUNES CORREIA
