

No. 24410

**FEDERAL REPUBLIC OF GERMANY
and
ZIMBABWE**

**Agreement regarding technical co-operation. Signed at
Salisbury on 26 March 1981**

Authentic texts: German and English.

Registered by the Federal Republic of Germany on 12 November 1986.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
ZIMBABWE**

**Accord de coopération technique. Signé à Salisbury le 26 mars
1981**

Textes authentiques : allemand et anglais.

Enregistré par la République fédérale d'Allemagne le 12 novembre 1986.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY REGARDING TECHNICAL CO-OPERATION

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

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 intensify their relations through technical co-operation in a spirit of goodwill,

Have agreed as follows:

Article 1. (1) The Contracting Parties shall co-operate with a view to furthering the economic and social development of their peoples.

(2) The present Agreement embodies the basic conditions for technical co-operation between the Contracting Parties. The Contracting Parties may conclude supplementary arrangements regarding individual projects of technical co-operation (hereinafter referred to as "project arrangements"). Each Contracting Party shall be responsible for projects of technical co-operation in its own country. Projects arrangements shall define a joint project concept, specifying in particular the project objective, the contributions to be made by the Contracting Parties, the functions and organizational positions of the participants, and the time schedule.

Article 2. (1) Project arrangements may provide for assistance by the Government of the Federal Republic of Germany in the following areas:

- (a) Training, advisory and research centres as well as other facilities in the Republic of Zimbabwe;
- (b) Preparation of plans, studies and reports;
- (c) Other areas of co-operation agreed on by the Contracting Parties.

(2) Such assistance may:

- (a) Include the secondment of experts such as instructors, advisers, consultants, specialists, scientific and technical personnel, project assistants and of auxiliary personnel; all personnel seconded on behalf of the Government of the Federal Republic of Germany will hereinafter be referred to as "seconded experts";
- (b) Include the supply of material and equipment (hereinafter referred to as "material");
- (c) Include the basic or further training of Zimbabwean technical and managerial personnel as well as scientists in Zimbabwe, the Federal Republic of Germany or other countries; or
- (d) Take some other appropriate form.

¹ Came into force on 15 March 1984, the date of the last of the notifications (effected on 11 February 1982 and 15 March 1984) by which the Contracting Parties informed each other of the completion of the national requirements, in accordance with article 8 (1).

(3) The Government of the Federal Republic of Germany shall, unless otherwise provided for in the project arrangements, make at its expense the following contributions to assisted projects:

- (a) Remuneration for the seconded experts;
- (b) Accommodation for the seconded experts and their families, insofar as such costs are not met by the experts themselves;
- (c) Official travel by the seconded experts within and outside Zimbabwe;
- (d) Procurement of the material referred to in paragraph 2 (b) above;
- (e) Transport and insurance to the project site for the material referred to in paragraph 2 (b) above; this shall not include payment of the charges and storage fees referred to in article 3 (2) of the present Agreement;
- (f) Basic or further training of Zimbabwean technical and managerial personnel as well as scientists, in accordance with the applicable German guidelines.

(4) Unless otherwise provided for in the project arrangements, the material supplied for the projects on behalf of the Government of the Federal Republic of Germany shall become the property of the Republic of Zimbabwe on arrival in Zimbabwe provided that prior to the shipment of the material the authority of the Secretary to the Zimbabwe Treasury shall have been granted; the material shall be at the unrestricted disposal of the assisted projects and the seconded experts for the fulfilment of their tasks.

(5) The Government of the Federal Republic of Germany shall notify the Government of the Republic of Zimbabwe of the co-operating agencies, organizations or authorities it will charge with the implementation of its assistance for the respective project. The co-operating agencies, organizations or authorities so charged will hereinafter be referred to as "the implementing agency".

Article 3. The Government of the Republic of Zimbabwe shall make the following contributions:

It shall

- (1) Provide at its expense the land and buildings required for the projects in Zimbabwe, including equipment and furnishings for the buildings, insofar as such equipment and furnishings are not supplied by the Government of the Federal Republic of Germany at its expense;
- (2)
 - (a) Grant the necessary import licences required for material imported in terms of the project arrangement;
 - (b) Ensure the expeditious clearance of material through customs;
 - (c) Exempt from customs duties, import tax and other public charges material supplied and imported for use on the Government assisted projects; customs duties, import tax and other public charges on material supplied for use by non-government bodies shall be paid by the recipient, unless otherwise provided for in the project arrangement; sales tax on material procured in Zimbabwe shall be paid by the recipient, unless otherwise provided for in the project arrangement;
 - (d) Meet the cost of storage after arrival;
- (3) Meet the operation and maintenance costs of the project, unless otherwise provided for in the project arrangement;

- (4) Make available at its expense the Zimbabwean experts and the auxiliary personnel required as stipulated in the project arrangement; the project arrangements should include a time schedule for their assignment;
- (5) Ensure that the functions of the seconded experts are taken over as soon as possible by Zimbabwean experts. Where the latter are to receive basic or further training in Zimbabwe, the Federal Republic of Germany or other countries pursuant to the present Agreement, the Government of the Republic of Zimbabwe shall in good time nominate, in collaboration with the mission of the Federal Republic of Germany in Zimbabwe or with experts designated by the mission, sufficient candidates for such training.

It shall only nominate such candidates as have given an undertaking to work on the respective project for a period not less than the time taken to complete such training;

- (6) Recognize, in accordance with their respective standards, examinations passed by Zimbabwean nationals having received training pursuant to the present Agreement. It shall, subject to the availability of vacancies on establishment, afford the persons concerned such opportunities with regard to careers, appointments and advancements as are commensurate with their training under this Agreement;
- (7) Afford the seconded experts any assistance they may require in carrying out the tasks assigned to them and make available all necessary records and documents;
- (8) Ensure the provision of the contributions required to implement the projects, insofar as these are not provided by the Government of the Federal Republic of Germany pursuant to the project arrangements;
- (9) Ensure that all Zimbabwean agencies concerned with the implementation of the present Agreement and the project arrangements are fully informed of their contents in good time.

Article 4. (1) The Government of the Federal Republic of Germany shall ensure that the seconded experts are pledged:

- (a) To do their best, within the framework of the arrangements concluded on 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 Zimbabwe;
- (c) To respect the laws and customs of Zimbabwe;
- (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 Zimbabwe.

(2) The Government of the Federal Republic of Germany shall ensure that, before an expert is seconded, the consent of the Government of the Republic of Zimbabwe is obtained. The implementing agency shall forward the curriculum vitae of the expert selected by it to the Government of the Republic of Zimbabwe together with a request for consent to his secondment. If no notification to the contrary is received from the Government of the Republic of Zimbabwe within two months, consent shall be assumed to have been granted.

(3) If the Government of the Republic of Zimbabwe wishes a seconded expert to be recalled, it shall in good time contact the Government of the Federal Republic

of Germany and give the reasons for its request. Similarly, the Government of the Federal Republic of Germany shall, when a seconded expert is to be recalled by the German side, ensure that the Government of the Republic of Zimbabwe is informed of the reasons for the recall at the earliest possible date.

Article 5. (1) The Government of the Republic of Zimbabwe shall ensure that the seconded experts and members of their families belonging to their household receive protection for their person and their property. It shall in particular:

- (a) Accept liability in place of the seconded experts in respect of any damage caused by them in carrying out a task assigned to them in accordance with the relevant project arrangements; any claim against the experts shall to that extent be precluded; the Government of the Republic of Zimbabwe may not assert any claim for compensation against the seconded experts, irrespective of any legal foundation of such claim, except where it is agreed by the Government of the Republic of Zimbabwe and the Federal Republic of Germany that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees;
- (b) Ensure that the persons referred to in the first sentence of this paragraph will be immune from arrest or detention in respect of any acts or omissions in connection with the carrying out of a task assigned to them in accordance with the project arrangements;
- (c) Permit the persons referred to in the first sentence of this paragraph to enter and leave the country unhindered at any time;
- (d) Give the same repatriation facilities in times of national or international crisis as are provided for diplomatic missions;
- (e) Issue to the persons referred to in the first sentence of this paragraph documents of identification affording them the full assistance of the Government of the Republic of Zimbabwe in the performance of their duties.

(2) The Government of the Republic of Zimbabwe shall:

- (a) Levy no taxes or other public charges on payments made from funds of the Government of the Federal Republic of Germany to seconded experts for services rendered under the present Agreement; the same shall apply to any payments made to firms carrying out assistance activities within the scope of the present Agreement on behalf of the Federal Republic of Germany;
- (b) Permit the persons referred to in the first sentence of paragraph 1 above to import free of customs duty and import tax and without providing security, articles intended for their personal use; such articles shall include for each household one motor vehicle, one refrigerator, one deep-freeze, one washing-machine, one cooker, 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 film equipment, provided that the persons referred to in the first sentence of paragraph 1 above are the owners on the date of their first arrival in Zimbabwe or become the owner within three months of their first arrival. If any such articles are disposed of in Zimbabwe within a period of 12 months, otherwise than by the prior permission of the Controller of Customs and Excise, by gift or to a person or organization who or which is entitled to purchase such articles free of import or customs duty, such duty will be payable at the rate required by the law of Zimbabwe at the time of disposal.

The proceeds of any such sale will not be eligible for repatriation within two years of the date of import of the article sold unless otherwise agreed by the Reserve Bank and Government of the Republic of Zimbabwe. Any article imported for the personal use of the persons referred to in the first sentence of paragraph 1 above may eventually be re-exported without payment of any export duty;

- (c) Grant licences to the persons referred to in the first sentence of paragraph 1 above to import their personal medical requirements, baby and dietary foods;
- (d) Issue without undue delay to the persons referred to in the first sentence of paragraph 1 above, free of charge and without requiring security, any necessary entry and exit visas as well as work and residence permits.

Article 6. The present Agreement shall also apply to projects of technical co-operation begun by the Contracting Parties prior to the entry into force of the present Agreement.

Article 7. This 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 the Republic of Zimbabwe within three months of the date of entry into force of this Agreement.

Article 8. (1) This Agreement shall enter into force on the date on which the Contracting Parties notify each other that the national requirements for such entry into force have been fulfilled.

(2) The present Agreement shall be valid for a period of five years. Thereafter, it shall be tacitly 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) Any projects of technical co-operation begun prior to the expiry of the present Agreement shall remain subject to its provisions after expiry.

DONE at Salisbury on March 26, 1981 in duplicate in the English and German languages, both texts being equally authentic.

For the Government
of the Republic of Zimbabwe:

[Signed — Signé]¹

For the Government
of the Federal Republic of Germany:

[Signed — Signé]²

[Signed — Signé]³

¹ Signed by Dr. Bernhard Chidzero — Signé par Bernhard Chidzero.

² Signed by Richard Ellerkmann — Signé par Richard Ellerkmann.

³ Signed by Alwin Brück — Signé par Alwin Brück.