

No. 25933

**SWITZERLAND
and
RWANDA**

**Agreement on technical and scientific cooperation. Signed at
Kigali on 22 October 1963**

**Exchange of letters constituting an agreement amending arti-
cles 8 and 9 of the above-mentioned Agreement. Kigali,
3 and 7 March 1967**

Authentic texts: French.

Registered by Switzerland on 11 May 1988.

Termination (*Note by the Secretariat*)

**SUISSE
et
RWANDA**

**Accord de coopération technique et scientifique. Signé à Ki-
gali le 22 octobre 1963**

**Échange de lettres constituant un accord modifiant les arti-
cles 8 et 9 de l'Accord susmentionné. Kigali, 3 et 7 mars
1967**

Textes authentiques : français

Enregistrés par la Suisse le 11 mai 1988.

Abrogation (*Note du Secrétariat*)

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON TECHNICAL AND SCIENTIFIC COOPERATION BETWEEN THE SWISS CONFEDERATION AND THE RWANDESE REPUBLIC

The Swiss Federal Council and the Government of the Rwandese Republic, desiring to strengthen the ties of friendship existing between the Swiss Confederation and the Rwandese Republic and anxious to develop technical cooperation between the two countries, have agreed on the following:

Article 1

The Swiss Government and the Rwandese Government shall cooperate and assist each other within the framework of their possibilities with a view to promoting the technical and scientific development of their two countries. They shall cooperate as partners equal before the law.

Article 2

The provisions of this Agreement shall be applicable to all technical cooperation projects between Rwanda and Switzerland.

They shall also be applicable, unless otherwise agreed and apart from article 6, to technical cooperation activities that originate, in the case of Switzerland, with private organizations or public corporations.

Article 3

Within the framework of their national legislation and in accordance with common practice and international law, the two Contracting Parties shall draw up by agreement programmes relating to specific technical cooperation projects.

Each Contracting Party shall be responsible for an equitable share of the costs, expenses payable in local currency being borne, in principle, by the Government of the country in which the project is carried out.

Article 4

The Swiss Government shall consider, within the framework of Swiss legislation and common practice, seconding experts and specialists to Rwanda to contribute to the economic and social development of the Rwandese Republic.

Article 5

The Swiss Government shall host, within the full limits of its capacity, fellowship-holders that the two Governments have chosen by agreement and enable them to study in institutions of higher learning or technical schools, and to take advanced training courses in government, industry, banks or any other Swiss or Rwandese institution.

¹ Came into force provisionally on 22 October 1963 by signature, and definitively on 10 December 1963, the date of the last of the notifications (effected on 19 November and 10 December 1963) by which the Contracting Parties had informed each other of the completion of the constitutional procedures, in accordance with article 10.

Article 6

The contents and execution of the technical cooperation projects shall be the subject of special agreements between the delegate for technical cooperation of the Federal Council, in the case of Switzerland, and the Minister responsible for technical assistance, in the case of Rwanda.

Each special agreement shall set the upper limit of obligations that the Swiss Confederation may be led to assume, under Swiss, Rwandese or international law, in respect of any part of the said agreement and of its liability for damages that may be caused in connection with the realisation of a project.

Article 7

The Government of one of the Contracting Parties in whose territory a technical cooperation project is to be executed shall take the necessary measures to protect the Government of the other Contracting Party from any claims for losses, damages or harm caused directly or indirectly in the execution of the project.

Article 8

Within the framework of the technical cooperation activities, the Contracting Parties shall assume the following administrative and financial obligations:

1. In the case of Switzerland:

- the salary and insurance costs of Swiss experts and their travel expenses outside Rwanda;
- the cost of purchasing and transporting materials not available in Rwanda;
- the subsistence costs, training costs and travel expenses in Switzerland of Rwandese nationals invited to Switzerland for orientation or training in the framework of a joint technical cooperation project;

2. In the case of Rwanda, in principle:

- the salary and insurance costs of Rwandese experts and personnel;
- such materials and equipment as are available in the country;
- the accommodation and subsistence expenses of technical cooperation personnel;
- providing and paying the rental of offices and other necessary premises;
- the cost of official travel, transport, mail, and telephone and telegraph communications within the country;
- such services as can be performed by local personnel, including the cost of secretarial, translation and other such services;
- medical care for the technical cooperation personnel.

Article 9

The Rwandese Government shall also assume the following obligations:

1. The materials and equipment of either public or private origin required for technical cooperation shall be exempt from customs duties, taxes and other charges in respect of importation, purchase and sale within the country, and re-export.

2. The persons seconded to Rwanda to engage in work under this Agreement or under special agreements, whose entry into the country has been approved by the Rwandese Government, shall be exempt from all taxes and other charges payable on salaries and remuneration paid by the Swiss Government.

3. These persons shall be regarded as being in the same category as the personnel of the diplomatic representations in Kigali with regard to their furniture, personal effects and articles required for their professional activities, including one automobile per person or per family.

Article 10

This Agreement shall remain in force from 1 January 1963 until 31 December 1965. It shall be automatically renewed from year to year until such time as one of the Contracting Parties denounces it by giving notice in writing to that effect three months before the end of any year.

It shall apply provisionally upon signature and shall enter into force on the date on which the Contracting Parties notify each other that the constitutional procedures relating to the conclusion and entry into force of international agreements have been completed.

DONE at Kigali on 22 October 1963 in two original copies in the French language.

For the Government
of the Swiss Confederation:

ARTURO MARCIONELLI
Ambassador

For the Government
of the Rwandese Republic:

THADDÉE BAGARAZA
Minister of Planning
and Technical Cooperation
and Assistance

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE RWANDESE REPUBLIC AMENDING ARTICLES 8 AND 9 OF THE AGREEMENT ON TECHNICAL AND SCIENTIFIC COOPERATION ON 22 OCTOBER 1963²

I

SWISS TECHNICAL COOPERATION MISSION IN RWANDA

Kigali, 3 March 1967

Sir,

I have the honour to transmit to you, herewith, the new text of articles 8 and 9 of the Agreement on Technical and Scientific Cooperation² between our two countries.

The text takes into account your latest proposal of 21 February 1967 and the suggestions you made during our conversation this morning.

I hope that you will be in agreement with this text.

Accept, Sir, etc.

[MARCURD]

His Excellency Mr. Thaddée Bagaragaza
Ministry of International Cooperation and Planning
Kigali

FRAMEWORK-AGREEMENT ON TECHNICAL CO-OPERATION
WITH RWANDA

Article 8

Within the framework of technical cooperation activities, each Contracting Party shall be responsible for an equitable share of the costs, expenses payable in Rwandese currency being borne, in principle, by the Rwandese Government.

The Contracting Parties undertake:

- 1) In the case of Switzerland:
 - to pay the salaries and insurance costs of the personnel made available by Switzerland;
 - to pay the travel expenses of such personnel from Switzerland to Rwanda and back;

¹ Came into force on 7 March 1967 by the exchange of the said letters.

² See p. 139 of this volume.

- to pay the cost of purchasing and transporting materials not available in Rwanda;
- to pay the subsistence costs, training costs and homeward travel expenses from Switzerland to Rwanda of Rwandese nationals invited to Switzerland for training within the framework of technical cooperation;
 - 2) In the case of Rwanda:
 - to pay the salaries and insurance costs of the Rwandese personnel working on technical cooperation activities;
 - to provide the materials and equipment not available in the country;
 - to pay, in principle, the accommodation and subsistence expenses of the technical cooperation personnel;
 - to provide and pay the rental of offices and other necessary premises;
 - to pay the cost of official travel, transport, mail, telephone and telegraph communications needed to carry out the mission;
 - to provide such services as can be performed by local personnel and pay the cost of secretarial, translation and other such services;
 - to pay the costs of medical care for the Rwandan personnel working in technical cooperation activities;
 - to pay, in principle, the outward travel expenses from Rwanda to Switzerland of fellowship-holders and trainees invited to Switzerland within the framework of Swiss technical cooperation and to continue to pay their salary as well as the statutory family allowances.

Article 9

The Rwandese Government shall exempt experts and volunteers from all taxes, duties and charges other than those constituting the remuneration of a particular service rendered with regard to:

- 1) The remuneration and other benefits that will not be paid by the Rwandese Government and that will be granted to experts and volunteers in accordance with their official functions in Rwanda;
- 2) The importation of the following articles intended for the installation of experts and volunteers:
 - the furniture, articles and personal effects, providing that they are for normal use, in particular a camera and a cine camera; these articles shall be considered to be in free circulation two years after their initial importation;
 - household appliances and implements, including, per household, one refrigerator, one household deep-freezer, one washing machine, one tape recorder, one television set, one radio receiver and common electrical appliances. This exemption shall be granted only once per five-year period of service; these articles shall be considered to be in free circulation five years after their initial importation;
 - one automobile per expert or volunteer; this exemption shall be granted only once per two-year period of service, except in cases of *force majeure* resulting in the vehicle being put out of action definitively; the exempted

vehicle shall be considered to be in free circulation four years after it has been imported.

In the event that the exempted articles imported in application of the above-mentioned provisions are sold in Rwanda before the end of the exemption period to persons not entitled to an exemption, the seller shall, prior to the sale, pay the import duties, based on the value at the time of the sale.

3) The importation of appliances, goods, equipment and vehicles recognized as necessary for the official activities of experts and volunteers;

4) The importation of medicaments and patent medicines needed by experts and volunteers and their families;

5) The exportation of the goods referred to under paragraphs 2, 3 and 4 above upon the departure from Rwanda of the persons concerned;

6) Equipment, materials and supplies made available to the Rwandese Government or to any other public or private institution certified by it shall be exempt from all duties and charges normally imposed upon importation.

The Rwandese Government shall ensure that the customs and other formalities applying to the above-mentioned paragraphs 2, 3, 4, 5 and 6 are carried out with the greatest possible diligence.

The Rwandese Government undertakes:

7) To grant free of charge the entry and exit visas for such persons and their families requested by the Swiss authorities or their representatives in Rwanda;

8) To issue the experts and volunteers a letter of credentials assuring them of the complete assistance of the Government services in the performance of their task;

9) To be liable for any damage caused by them in the performance of their mission unless such damage is wilful or the result of gross negligence;

10) To ensure their safety.

II

THE RWANDESE REPUBLIC
MINISTRY OF INTERNATIONAL CO-OPERATION AND PLANNING

Kigali, 7 March 1967

Ref. No.: No. 1183/5110 B.P.

Enclosure:

Re: Switzerland: Amendment to the agreement of 22 October 1963

Sir,

I have the honour to acknowledge receipt of your letter of 3 March in which you sent the text of the new wording of articles 8 and 9 of the Agreement on

Technical and Scientific Co-operation signed between Rwanda and Switzerland on 22 October 1963.

I hereby confirm that I agree to the new wording, it being understood that its terms will be interpreted in accordance with the regulations applied by the General Customs Administration to all foreign technical assistance missions in Rwanda, in particular with regard to the first installation of experts and volunteers and the importations referred to in article 9, paragraphs 3 and 4.

Accept, Sir, etc.

The Minister

[*Signé*]

THADDÉE BAGARAGAZA

His Excellency the Delegate
of the Swiss Technical Co-operation Mission
(c/o his representative) in Kigali

TERMINATION (*Note by the Secretary*)

ABROGATION (*Note du Secrétaire*)

The Government of Switzerland registered on 13 March 1986 the Agreement on co-operation between the Swiss Confederation and the Rwandese Republic signed at Kigali on 13 March 1985.¹

The said Agreement, which came into force on 20 January 1986, provides, in its article 13 (1) for the termination of the Agreement on technical and scientific co-operation of 22 October 1963 between the Swiss Confederation and the Rwandese Republic² as amended by the exchange of letters of 3 and 7 March 1967.³

(11 May 1988)

Le Gouvernement suisse a enregistré le 13 mars 1986 l'Accord de coopération entre la Confédération suisse et la République rwandaise signé à Kigali le 13 mars 1985¹.

Ledit Accord, qui est entré en vigueur le 20 janvier 1986, stipule, au paragraphe 1 de son article 13, l'abrogation de l'Accord de coopération technique et scientifique du 22 octobre 1963 entre la Confédération suisse et la République rwandaise² tel que modifié par l'échange de lettres des 3 et 7 mars 1967³.

(11 mai 1988)

¹ United Nations, *Treaty Series*, vol. 1422, No. I-23999.

² See p. 139 of this volume.

³ See p. 142 of this volume.

¹ Nations Unies, *Recueil des Traités*, vol. 1422, n° I-23999.

² Voir p. 132 du présent volume.

³ Voir p. 135 du présent volume.