

No. 25998

**SWITZERLAND
and
CAPE VERDE**

**Agreement on technical co-operation. Signed at Praia on
24 February 1987**

Authentic text: French.

Registered by Switzerland on 22 June 1988.

**SUISSE
et
CAP-VERT**

**Accord de coopération technique. Signé à Praia le 24 février
1987**

Texte authentique : français.

Enregistré par la Suisse le 22 juin 1988.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE SWISS CONFEDERATION AND THE REPUBLIC OF CAPE VERDE

The Swiss Federal Council and the Government of the Republic of Cape Verde, hereinafter called the Contracting Parties, desiring to strengthen the ties of friendship existing between Switzerland and Cape Verde and to co-operate, in their mutual interest, in the development of their two countries, have agreed as follows:

Article 1. The Contracting Parties undertake, on a footing of complete equality, to promote, within the framework of their respective national legislations, the implementation of development projects in Cape Verde.

Article 2. The provisions of this Agreement apply to co-operation projects between the two Contracting Parties.

Article 6 of this Agreement is applicable, by analogy, to projects which have been initiated on the Swiss side by institutions or bodies of public or private law and upon which the two Contracting Parties have mutually agreed.

Article 3. The co-operation referred to may assume the following forms:

- (a) Financial support to public or private organizations for the implementation of specific projects;
- (b) Dispatching qualified personnel;
- (c) Granting scholarships for university studies or vocational training courses;
- (d) Any other form of co-operation as may be mutually agreed upon by the Contracting Parties.

Article 4. With a view to its implementation, each project shall be the subject of a special agreement which stipulates the obligations incumbent on each Party and lays down, where necessary, the responsibilities of the personnel envisaged.

The projects shall be carried out jointly by the Contracting Parties.

The recipients of scholarships shall be chosen and the orientation of their studies or their training shall be determined by mutual agreement between the Contracting Parties.

Article 5. The contributions of the Contracting Parties to the implementation of specific projects shall, in principle, take the following forms:

A. Switzerland:

- A.a.* Coverage of the costs of the purchase and transport of equipment and materials and of certain services necessary for the implementation of projects. Switzerland's contribution shall be stipulated in the project agreements envisaged in article 4 of this Agreement;
- A.b.* Delivery to the Cape Verde Party, as a gift, of equipment and materials provided for the implementation of the project. Exceptions to this rule, if

¹ Came into force on 24 February 1987 by signature, in accordance with article 9.

any, and time of delivery shall be stipulated in the project agreement mentioned in article 4, first paragraph;

- A.c. Coverage of all costs arising from the assignment and activity of personnel dispatched by Switzerland, including salaries, insurance premiums, travel expenses from Switzerland to Cape Verde and back as well as other official travel and housing and subsistence costs in Cape Verde;
- A.d. Provision, if necessary, to the personnel dispatched by Switzerland of the professional equipment and material (including vehicles) they need to perform their work on the project;
- A.e. Coverage of study costs and other vocational training expenses, such as living expenses and medical insurance costs of all the scholarship-holders referred to in article 3 (c);
- A.f. Coverage of travel expenses to and from Switzerland for trainees and homeward travel expenses for students referred to in article 3 (c).

B. *Cape Verde*:

- B.a. Provision of equipment and materials and of certain services required for the implementation of projects. The contribution of Cape Verde shall be stipulated in the project agreement referred to in article 4, first paragraph;
- B.b. Dispatch of personnel required for the implementation of projects. These personnel shall assume from the outset, fully or jointly with the personnel dispatched by Switzerland, responsibility for the projects to be implemented;
- B.c. Payment, as a general rule, of the salaries and insurance premiums of the personnel dispatched by Cape Verde. Exceptions to this rule, if any, shall be stipulated in the project agreement mentioned in article 4, first paragraph;
- B.d. Payment of the salaries of persons referred to in sub-paragraph A.e, in so far as they are officials already in the service of the State prior to their departure, for the entire duration of their training or studies financed by Switzerland;
- B.e. Payment of travel expenses from Cape Verde to Switzerland for the students referred to in article 3 (c);
- B.f. Procuring, as far as possible, for scholarship-holders returning from university to Cape Verde, a job or a position that enables them to make the best use of the knowledge they have acquired;
- B.g. Guaranteeing the trainees referred to in article 3 (c), on their return to Cape Verde, a job or a position which will enable them to make the best use of the knowledge and experience they have acquired;
- B.h. Provisions, if possible, and to the extent that the nature of the projects justifies it, of the services which can be performed by local personnel (e.g., secretarial services).

Article 6. Also, in order to facilitate the implementation of projects within the framework of this Agreement, the Government of the Republic of Cape Verde shall;

- (a) Authorize the importation, free of all customs duties and charges, of goods (equipment, vehicles, machinery and materials) necessary for the realization of projects;

- (b) Grant the expatriate personnel dispatched by Switzerland and the members of their families exemption from all direct taxes and equivalent charges;
- (c) Extend to the expatriate personnel dispatched by Switzerland, and the members of their families, the same courtesies in respect of customs regulations as it does to personnel of the United Nations;
- (d) Issue, free of charge and without delay, the entry, residence and exit visas required by the rules in force;
- (e) Assist the expatriate personnel dispatched by Switzerland and the members of their families and, as far as possible, facilitate their work.

Article 7. The Government of the Republic of Cape Verde shall hold expatriate personnel dispatched by Switzerland harmless against any claim for damage arising out of any act done in the discharge of their assigned functions, provided such damage is not caused either wilfully or through serious negligence.

Article 8. Switzerland may open an office and appoint a representative in the Republic of Cape Verde. This person shall be responsible, on the Swiss side, for all questions concerning the development co-operation referred to in this Agreement.

The institutions and bodies referred to in Article 2, paragraph 2 shall, however, retain responsibility for the execution of their projects.

The representative of Switzerland shall, if he is not a member of the Swiss diplomatic service, enjoy the same advantages as those granted to expatriate project personnel.

The latter provision applies also to all expatriate personnel assigned to the office.

Article 9. This Agreement shall enter into force from the date of its signature. It is concluded for a period of four years and shall be extended by tacit agreement for periods of one year, unless either Contracting Party terminates it by giving written notice at least six months before the expiration of any such period.

The provisions of this Agreement shall also apply to projects already being executed at the time the Agreement is signed. In the event of a conflict between this Agreement and the project agreements referred to in article 4, the particular provisions of the latter shall apply.

The Contracting Parties undertake to settle amicably, through the diplomatic channel, any dispute which may arise in the implementation of this Agreement.

In the event of termination of the Agreement, the Contracting Parties agree that projects then being executed should be completed and that Cape Verdean students or trainees then abroad should be allowed to complete their courses of study or training.

DONE at Praia on 24 February 1987 in two original copies in the French language.

For the Swiss Federal Council:

[Signed]

MAURICE JEANRENAUD

For the Government
of the Republic of Cape Verde:

[Signed]

JOSÉ BRITO