

No. 29867

**AUSTRIA
and
BURKINA FASO**

Basic Agreement on economic, technical and social cooperation. Signed at Vienna on 17 January 1991

Authentic texts: German and French.

Registered by Austria on 31 March 1993.

**AUTRICHE
et
BURKINA FASO**

Accord général de coopération économique, technique et sociale. Signé à Vienne le 17 janvier 1991

Textes authentiques : allemand et français.

Enregistré par l'Autriche le 31 mars 1993.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ ON ECONOMIC, TECHNICAL AND SOCIAL COOPERATION BETWEEN THE FEDERAL GOVERNMENT OF AUSTRIA AND THE GOVERNMENT OF BURKINA FASO

The Federal Government of Austria, on the one hand, and the Government of Burkina Faso on the other,

Desiring to strengthen the friendly relations existing between the Republic of Austria and Burkina Faso,

Desiring to establish the framework and modalities of implementation for a cooperation programme between the two countries, in accordance with the economic and social development objectives of Burkina Faso,

Have agreed as follows:

Article 1

(1) The Contracting Parties agree to promote, to the best of their ability, the economic, social, cultural, scientific and technical development of Burkina Faso.

(2) Under the terms of this Agreement, the Federal Government of Austria shall provide economic and technical assistance to the Government of Burkina Faso. The various projects to benefit from such assistance shall be the subject of separate agreements.

(3) The economic and technical assistance granted by the Federal Government of Austria in accordance with paragraph 2 may be provided in the following forms:

1. Secondment of Austrian experts;
2. Assistance in training Burkina Faso experts in Burkina Faso and/or in Austria;
3. Provision of materials for project implementation;
4. Financial contribution to project execution.

(4) Assistance in the training of Burkina Faso experts in accordance with paragraph 3 (2) of this article may be provided in the form of:

1. Fellowships;
2. Invitations to participate in special courses organized in Austria for nationals of developing countries;
3. Assistance in establishing and developing training centres in Burkina Faso.

(5) Fellowships and internships shall be awarded according to fixed rules, of which Burkina Faso shall be informed through the diplomatic channel.

¹ Came into force on 1 March 1993, i.e., the first day of the third month following the date on which the Parties had informed each other (on 13 March and 9 December 1992) of the completion of the required internal procedures, in accordance with article 10 (1).

Article 2

(1) The Federal Government of Austria shall enter into contracts under private law with Austrian experts, for the duration of their secondment to Burkina Faso, prohibiting them from engaging in any other gainful activity and requiring them to observe the laws of Burkina Faso and especially to refrain from any political activity concerning the internal affairs of Burkina Faso.

(2) The duties of the experts within the projects to which they are assigned shall be defined in the separate agreements provided for in article 1, paragraph 2.

(3) The Contracting Parties shall refrain from using the Austrian experts for any services other than those inherent in their agreed duties. The Burkina Faso Party may nevertheless assign any Austrian expert to missions other than those agreed, subject to the latter's agreement and on condition that the Austrian Party gives its consent.

Article 3

Within the context of the secondment of Austrian experts the Austrian Party shall assume the following costs:

1. Salaries and other emoluments, social security benefits and insurance;
2. Round-trip travel between Austria and Burkina Faso for the experts and the members of their families;
3. Round-trip shipment between Austria and Burkina Faso for the personal effects and any necessary professional equipment belonging to the Austrian experts and their families;
4. Accommodation for the Austrian experts and their families;
5. Vacation travel within Burkina Faso or abroad, unless it is the responsibility of the Austrian expert.

Article 4

Within the context of this Agreement and of the payments that fall within its area of responsibility, the Burkina Faso Party:

1. Shall cover the costs of official travel undertaken by Austrian experts within Burkina Faso on the instructions or with the consent of the Burkina Faso authorities in accordance with the provisions of article 2, paragraph 3.
2. The cost of shipping, within Burkina Faso, equipment intended for the professional use of the experts in connection with the implementation of cooperation projects shall be borne by the projects according to the rules set forth in the separate agreements referred to in article 1, paragraph 2.
3. With the exception of foodstuffs and beverages, the personal effects or items for personal use, as well as the professional equipment belonging to and brought in by Austrian experts upon their initial installation, shall be covered by the regulations pertaining to temporary duty-free and tax-free admission upon entry into Burkina Faso. The entry of these items and materials and the arrival of their owner should be simultaneous. However, the customs service shall consider this condition met if the time that elapses between the two events does not exceed six (6) months.

4. Each Austrian expert may temporarily import free of duties and taxes — save for taxes for services rendered — one motor vehicle per family.

Vehicles covered by the regulations pertaining to temporary duty-free import and goods brought in or purchased duty free upon entry into Burkina Faso may be freely and without charge exported or sold to a physical or legal person having the same rights as their owner. The new owner remains responsible for taxes for services rendered.

5. Austrian experts shall be exempt from all taxes, duties and other levies on the entire amount of the salaries paid by the Federal Government of Austria under the terms of the Agreement with the expert, with the following exceptions:

- The motor vehicle licensing tax;
- The bicycle licensing tax;
- The tax on cattle;
- The tax on weapons;
- The television licensing tax;
- The specific tax on paved roads.

6. Austrian experts shall be provided, free of charge, with entry and residence visas, work permits and any identity document that will secure for them the assistance of the relevant offices in the fulfilment of their duties.

7. Austrian experts and their families shall be granted unrestricted freedom of movement within the country, providing that the laws in force are observed.

8. Austrian experts and their families shall be provided with medical services to the extent they are provided to experts of any other nationality in Burkina Faso. The duration of leave to be granted to Austrian experts shall be established by the Austrian Party, which shall inform the Burkina Faso Party. Except as otherwise provided in the agreements referred to in article 1, paragraph 2, the expert shall, in principle, be entitled to one month's leave per year after eleven months of mission service.

9. Burkina Faso shall facilitate the repatriation of Austrian specialists and their families during periods of serious national or international crisis.

10. Burkina Faso agrees to grant the Austrian experts the same protection and privileges it grants to experts from any other industrialized country having concluded a cooperation agreement with Burkina Faso.

Article 5

(1) The Government of Burkina Faso shall be responsible for:

(a) Any damage resulting from the implementation of the projects provided for under article 1, paragraph 2, of this Agreement.

(b) In particular, any damage which Austrian experts may cause to any individual in the fulfilment of their assigned duties. The Government of Burkina Faso shall compensate the victims and shall hold Austrian experts immune from any legal action initiated against them.

(2) The Federal Government of Austria and the Austrian experts shall not be held responsible for any damage to third parties or their property, or for the loss

thereof, resulting from the implementation of the projects provided for in article 1, paragraph 2, except in so far as such damage or loss results from gross fault, theft or criminal negligence on the part of the Austrian experts.

(3) The Austrian experts and their families are subject to the laws in force in Burkina Faso.

(4) In the event an Austrian expert or a member of his family is arrested or detained, Burkina Faso agrees to inform the Austrian Party immediately, to state the reason for the arrest or detention and to allow Austrian government representatives to visit the persons involved.

Article 6

(1) The Burkina Faso Party may terminate the employment of an Austrian expert at any time if it believes his activities are incompatible with his assigned duties.

(2) Before taking such a decision, the Burkina Faso Party shall inform the Austrian Party, in writing, through the diplomatic channel, of its intention to do so, stating its reasons. The decision shall take effect either immediately or one month after notification, depending on the gravity of the offence committed.

Article 7

(1) Equipment made available to a cooperation project by the Federal Government of Austria shall remain its property (and under the control of the officials designated in the separate agreements mentioned in article 1, paragraph 2 until the project is completed.

(2) Upon completion of the project, the equipment shall be handed over to the Burkina Faso Party. The Austrian Party, however, reserves the right to make the equipment available to another cooperation project between the two Parties.

Article 8

(1) Vehicles, replacement parts, materials, professional equipment, new office supplies, fuels and lubricants which have been imported or purchased on the local market for execution and operation of the project shall be subject to the regulations pertaining to temporary duty-free and tax-free entry, and shall only pay taxes for services rendered.

(2) The said materials and supplies may subsequently be granted permanent exemption if they are provided free of charge to the Government of Burkina Faso or to another Austrian expert under the terms of this Agreement.

Article 9

Any dispute concerning the interpretation or implementation of this Agreement shall be settled through the diplomatic channel.

Article 10

(1) This Agreement shall enter into force on the first day of the third month following the date on which the Contracting Parties shall have notified one another in writing through the diplomatic channel of the completion of the necessary procedures in each country.

(2) The Agreement shall be concluded for a period of five (5) years. Unless it is denounced in writing through the diplomatic channel six months before the end of the current period, it shall be considered to have been automatically renewed for a further one-year period. Each Government shall, however, have the right to denounce the Agreement at any time on three months' notice in writing through the diplomatic channel.

(3) In case of denunciation, articles 3, 4 and 5 of this Agreement shall continue to be applied for a period of one year. Once this Agreement enters into force all cooperation projects between Austria and Burkina Faso, including those already being executed, shall be governed by it.

DONE at Vienna on 17 January 1991 in two original copies in the German and French languages, both texts being equally authentic.

For the Federal Government of Austria:

Dr. ERICH HOCHLEITNER

For the Government of Burkina Faso:

MOUMOUNI FABRÉ
