

No. 31543

**CANADA
and
ZIMBABWE**

**Agreement on economic and technical cooperation. Signed at
Harare on 15 December 1988**

Authentic texts: English and French.

Registered by Canada on 27 January 1995.

**CANADA
et
ZIMBABWE**

**Accord sur la coopération économique et technique. Signé à
Harare le 15 décembre 1988**

Textes authentiques : anglais et français.

Enregistré par le Canada le 27 janvier 1995.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE ON ECONOMIC AND TECHNICAL CO-OPERATION

The Government of Canada and the Government of the Republic of Zimbabwe (hereinafter referred to as “the Contracting Parties”);

DESIROUS of strengthening the ties of friendship and promoting and enhancing economic and technical cooperation and further developing trade between their two countries to the greatest possible extent;

MINDFUL of the mutual advantages to be derived by the Contracting Parties from such cooperation;

HAVE AGREED as follows:

ARTICLE I

The Contracting Parties shall promote economic and technical cooperation, and trade relations between their two countries, in accordance with the laws and regulations in force in their respective countries, on a basis of equality, mutual understanding and mutual benefit.

ARTICLE II

The cooperation envisaged shall include, inter alia, the following:

- (a) study of projects for economic, industrial and social development;
- (b) exchange or purchase of technology, know-how and equipment;
- (c) provision of consultancy services;
- (d) provision of experts, advisers and technical training;
- (e) establishment of joint ventures or companies.

ARTICLE III

1. The economic and technical cooperation envisaged in Article II shall be implemented under separate arrangements or contracts to be concluded by the competent authorities or organizations of the two countries;

¹ Came into force on 15 December 1988 by signature, in accordance with article XI (1).

2. Enterprises from both countries shall be free to take part in tenders to implement any projects pursuant to this Agreement.

ARTICLE IV

1. The Government of the Republic of Zimbabwe hereby designates the Ministry of Finance, Economic Planning and Development and the Government of Canada hereby designates the Department of External Affairs, respectively, as the appropriate organs for the purpose of coordinating the implementation of this Agreement and other matters relating thereto;

2. Each Contracting Party shall have the right to designate, in writing at any time, any other body, organization, ministry or department in place of or in addition to those designated in the preceding paragraph.

ARTICLE V

1. With a view to ensuring the implementation of this Agreement, a Joint Economic Commission shall be established which shall be composed of representatives of the Contracting Parties. The Committee shall normally meet alternately in the capitals of the two countries whenever requested by one party and accepted by the other;

2. The leader of each Contracting Party to the meeting of the Joint Economic Commission shall be a Government official or, where mutually agreed, a member of Government;

3. The Commission shall have the following responsibilities:

- (a) promote, facilitate and coordinate the implementation of this Agreement and the achievement of its objectives;
- (b) serve as a forum for the exchange of information and for consultation between the two Contracting Parties towards expanding and facilitating the economic and trade relations between the two countries;
- (c) identify through periodic review of economic developments in both countries, sectors in which mutually beneficial cooperation may be pursued;
- (d) identify specific projects for cooperative implementation by appropriate agencies and enterprises of both countries;
- (e) encourage and facilitate contracts and negotiations between appropriate authorities and organizations of both countries.

ARTICLE VI

1. Any person acting under the authority of one Contracting party in fulfilling any obligations in the territory of the other Contracting Party under this Agreement

or under any separate arrangements or contracts made thereunder shall restrict his activities in the said territory to matters relating to the Agreement, arrangements or contracts and shall observe the laws and regulations in force in the host country.

2. Experts or other persons seconded by one Contracting Party to carry out duties in the territory of the other Contracting Party under this Agreement shall do so in close consultation with the other Contracting Party or with persons or bodies nominated by it. Such experts or persons shall comply with any instructions issued by the other Contracting party as may be appropriate to the nature of their duties.

ARTICLE VII

1. Any economic survey teams, technical experts, research missions, consultant engineers and others of one Contracting Party who have carried out any studies or surveys in the territory of the other Contracting Party under this Agreement shall prepare summary reports on their work and deposit copies of such reports with the other Contracting Party.

2. Each Contracting Party undertakes that it shall keep confidential any such designated documents, information or data received or otherwise coming into its possession in the process of the implementation of this Agreement and shall not give such documents or copies thereof and such information or data to any other party without the prior written approval of the other Contracting Party.

ARTICLE VIII

This Agreement shall not affect the validity or execution of any rights and obligations arising from international agreements, conventions, treaties or protocols concluded by either of the Contracting Parties.

ARTICLE IX

The Contracting Parties shall strive to settle any problem, dispute or difference between them and connected with this Agreement through mutual negotiations without prejudice to any rights arising under arrangements or contracts concluded pursuant to the provisions of Article III, paragraph 1.

ARTICLE X

Any amendment or revision of this Agreement shall be in writing and shall come into force after approval by both Contracting Parties.

ARTICLE XI

1. This Agreement shall enter into force on the date of signature and shall remain in force for a period of five years thereafter.

2. This Agreement shall automatically be extended for additional one yearly periods unless either party notifies the other of the intention to terminate the Agreement ninety days prior to the expiration of each period of one year.

3. At the termination of this Agreement, its provisions and the provisions of any separate arrangements or contracts made in that respect, shall continue to govern any unexpired and existing obligations or projects, assumed or commenced thereunder.

[For the testimonium and signatures, see p. 320 of this volume.]

DONE at Harare this 15th day of December 1988 in two original copies in the English and French languages, both texts being equally authentic.

FAIT à Harare le 15^{ième} jour de décembre 1988 en deux exemplaires originaux, en anglais et en français, les deux versions faisant également foi.

ROGER BULL

For the Government of Canada
Pour le Gouvernement du Canada

B. T. G. CHIDZERO

For the Government of the Republic of Zimbabwe
Pour le Gouvernement de la République du Zimbabwe
