

**No. 33007**

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**NETHERLANDS  
and  
COSTA RICA**

**Agreement on technical cooperation. Signed at San José on  
22 April 1993**

*Authentic texts: Dutch and Spanish.*

*Registered by the Netherlands on 31 July 1996.*

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**PAYS-BAS  
et  
COSTA RICA**

**Convention de coopération technique. Signée à San José le  
22 avril 1993**

*Textes authentiques : néerlandais et espagnol.*

*Enregistré par les Pays-Bas le 31 juillet 1996.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON TECHNICAL COOPERATION BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF COSTA RICA

The Government of the Kingdom of the Netherlands and the Government of the Republic of Costa Rica;

Reaffirming the friendly relations between the two States and their peoples;

Wishing to foster technical cooperation and to establish the necessary legal framework to that end;

Have agreed as follows:

*Article I*

1. The objective of this Framework Agreement shall be to further technical cooperation and to that end to establish the legal framework for the implementation of cooperation projects on which the competent authorities of the Parties may decide under the terms of this Agreement.

2. Decisions to engage in cooperation in accordance with paragraph 1 of this article, contributions for particular projects, and the form in which those projects are to be executed shall be specified in supplementary agreements to be concluded between the competent authorities of each country.

3. The Government of the Republic of Costa Rica hereby designates the Ministry of Foreign Affairs as the competent authority for purposes of the implementation of this Agreement.

The Government of the Netherlands hereby designates the Ministry of Cooperation and Development as the competent administrative authority.

*Article II*

For the execution of projects carried out under this Agreement, the Government of Costa Rica assumes the following commitments:

(a) Accredited Netherlands personnel shall be exempt from all income taxes and other taxes on wages and salaries paid to them by the Government of the Netherlands;

(b) Accredited Netherlands personnel shall be exempt from import taxes and other taxes on items intended for their personal use, whether new or used, that are imported into Costa Rica within six months of the arrival of the person concerned, and on a vehicle intended for his or her personal use. Under exceptional circumstances, this six-month period may be extended, provided that the items in question are re-exported from Costa Rica upon the departure of the person concerned, or, in the case of a motor vehicle, sold in accordance with the relevant legislation in force in the Republic of Costa Rica;

<sup>1</sup> Came into force on 6 December 1995 by notification, in accordance with article VIII.

(c) Netherlands personnel shall be exempt from all import duties and other fiscal charges on equipment and materials to be used for the implementation of technical cooperation projects;

(d) In the event that a motor vehicle referred to in subparagraph (b) above is damaged or lost as a result of an accident, robbery or theft, duly proven to be such, or where the extent of the damage is such that repairs would not be economically feasible, a replacement vehicle may be imported under the same conditions as those governing the import of the original vehicle;

(e) Netherlands personnel shall not be liable to arrest or detention for any act or omission, including oral and written statements, relating to the performance of their duties in connection with the implementation of projects;

(f) Netherlands personnel and members of their families and/or their dependants shall enjoy the same repatriation facilities in times of national or international crisis as are enjoyed by diplomatic personnel in Costa Rica;

(g) Entry and exit visas shall be issued free of charge to Netherlands personnel and to foreign experts who have been accepted in due form by the Government of Costa Rica. Such visas may be issued either before the departure of the personnel in question from the Netherlands or upon their arrival in Costa Rica. These facilities relating to entry into and exit from Costa Rica shall also be extended to members of the families and dependants of Netherlands personnel and to the foreign personnel referred to above;

(h) After their acceptance by the Government of Costa Rica, Netherlands experts shall not be subject to registration, examination or other requirements relating to their professional capacities;

(i) Identity papers shall be issued to Netherlands personnel and members of their families and their dependants guaranteeing them every assistance from the competent Costa Rican authorities in the performance of their duties;

(j) Without prejudice to the foreign currency exchange regulations in force in Costa Rica, no restrictions shall be placed on the conversion of foreign currency originating from funds of external origin brought into the country by Netherlands personnel and members of their families for their own personal use;

Foreign bank accounts opened in Costa Rica by Netherlands personnel shall remain at their exclusive disposal, and the balance of every such account shall be freely transferable, provided that the account in question has been funded exclusively from external resources. Otherwise, such accounts shall be subject to the currency exchange regulations in force;

(k) Netherlands personnel and members of their families and their dependants shall be subject to no less favourable treatment than that accorded to technical cooperation personnel assigned to Costa Rica by any other country or international body.

### *Article III*

The Government of Costa Rica shall be liable for claims brought by third parties against the Government of the Netherlands or Netherlands personnel performing services in Costa Rica under this Agreement, provided that the personnel in question are not of Costa Rican nationality and that the claims arise from operations or activities carried out in connection with official acts of the Government of the

Netherlands or the above-mentioned Netherlands personnel. This provision shall not apply where the Parties agree that a claim is based on serious negligence or wilful misconduct on the part of the personnel.

If the Government of Costa Rica so requests, the Government of the Kingdom of the Netherlands shall provide the competent Costa Rican authorities with such legal or administrative assistance as may be required in order to arrive at a satisfactory solution to any problem that may arise in connection with the application of the preceding paragraph of this article.

#### *Article IV*

1. After consultation with the Government of the Netherlands, the Government of Costa Rica shall have the right to request the recall of any expert whose work or conduct is unsatisfactory. In the event that a person is recalled, the Government of the Netherlands shall make every effort to obtain a suitable replacement, if the Government of Costa Rica so requests. After similar consultation with the Government of the Republic of Costa Rica, the Government of the Netherlands shall have the right to recall any of its personnel at any time.

2. All Netherlands personnel shall perform their tasks as directed by the respective competent authorities of each country. In carrying out day-to-day operations relating to a specific project, Netherlands personnel shall proceed on a basis of ongoing consultation with the Costa Rican authorities in charge of the execution of the project, and shall comply with the operational instructions issued by those authorities.

#### *Article V*

1. All the provisions of this Agreement concerning Netherlands personnel shall also be applicable to persons in the employ of the Government of the Netherlands and persons employed by companies with which the Government of the Netherlands has entered into an agreement for the execution of a project on which the two competent authorities have decided to cooperate. These provisions shall not apply to Costa Rican personnel working under contract.

2. Netherlands personnel assigned to a particular project may perform executive and advisory tasks relating to that project and may provide full technical and scientific assistance and collaboration, but may not engage in other activities outside the context of the project.

#### *Article VI*

1. The provisions of articles II and III of this Agreement shall also apply to foreign auxiliary personnel supplied by the Netherlands; however, such personnel shall be required to pay local income tax on any wages and salaries they receive from the Government of Costa Rica.

2. All auxiliary personnel shall be under the exclusive direction of the competent Costa Rican authorities, and shall be required to comply with standards and regulations in force in Costa Rica, where those standards and regulations do not conflict with the provisions of this Agreement or with any terms and conditions relating to auxiliary personnel that have been issued by the competent authorities of either country.

*Article VII*

The Government of the Republic of Costa Rica shall exempt the Government of the Kingdom of the Netherlands from all import and export duties and other taxes on equipment, including motor vehicles and other items, supplied in connection with projects to be executed under the terms of this Agreement.

The competent authorities of the two countries shall decide in due course how such equipment is to be disposed of after completion of the project.

*Article VIII*

1. This Agreement shall enter into force on the date on which the two Governments have exchanged notes in writing stating that each country's constitutional requirements have been duly met, and it shall replace the Agreement of 13 February 1986 on privileges and immunities of experts assigned to Costa Rica by the Government of the Netherlands for technical cooperation purposes.

2. This Agreement shall remain in force for two years and, if neither Party gives notice of its intent to terminate it three months prior to its expiration, it shall be automatically renewed for successive periods of one year, subject to termination within the time limit indicated.

3. In the case of a project initiated prior to the date of termination of this Agreement, the previous provisions shall remain in force until completion of the project in question.

4. With regard to the Kingdom of the Netherlands, this Agreement shall apply only to the European part of the Kingdom.

DONE at the City of San José on 22 April 1993, in duplicate, one in Dutch and the other in Spanish, both texts being equally authentic.

For the Kingdom  
of the Netherlands:

FRANCISCUS B. A. M. VAN HAREN  
Ambassador

For the Government  
of the Republic of Costa Rica:

BERND H. NIEHAUS Q.  
Minister for Foreign Affairs  
and Religion