

No. 45415*

**South Africa
and
Germany**

Agreement between the Government of the Republic of South Africa and the Government of Federal Republic of Germany regarding technical cooperation. Cape Town, 11 September 1995

Entry into force: *22 October 1997 by notification, in accordance with article 8*

Authentic texts: *English and German*

Registration with the Secretariat of the United Nations: *South Africa, 3 November 2008*

**Afrique du Sud
et
Allemagne**

Accord de coopération technique entre le Gouvernement de la République sud-africaine et le Gouvernement de la République fédérale d'Allemagne. Le Cap, 11 septembre 1995

Entrée en vigueur : *22 octobre 1997 par notification, conformément à l'article 8*

Textes authentiques : *anglais et allemand*

Enregistrement auprès du Secrétariat des Nations Unies : *Afrique du Sud, 3 novembre 2008*

* *The texts reproduced below are the original texts of the agreement as submitted. For ease of reference, they were sequentially paginated. Their final UNTS version is not yet available.*

Les textes reproduit ci-dessous sont les textes authentiques de l'accord tel que soumises pour l'enregistrement. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Leur version finale RTNU n'est pas encore disponible.

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
SOUTH AFRICA AND THE GOVERNMENT OF THE FEDERAL RE-
PUBLIC OF GERMANY REGARDING TECHNICAL COOPERATION

The Government of the Republic of South Africa and the Government of the Federal Republic of Germany,

On the basis of the friendly relations existing between the two States and their peoples,

Considering their common interest in promoting the economic and social progress of their States and peoples, and

Desiring to intensify their relations through technical cooperation in a spirit of partnership,

Have agreed as follows:

Article 1

(1) The Government of the Republic of South Africa and the Government of the Federal Republic of Germany (hereinafter referred to as "the Contracting Parties") shall cooperate with a view to furthering the economic and social development of their peoples.

(2) This Agreement embodies the basic conditions for technical cooperation between the Contracting Parties. The Contracting Parties may conclude supplementary arrangements regarding individual projects of technical cooperation (hereinafter referred to as "project arrangements"). Each Contracting Party shall be responsible for projects of technical cooperation in its own country. Project arrangements shall define a joint project concept, specifying in particular the project objective, the contributions to be made by the Contracting Parties, the functions and organisational positions of the participants, and the time schedule.

Article 2

(1) Project arrangements referred to in Article 1(2) may provide for assistance by the Government of the Federal Republic of Germany in the following:

- (a) training, advisory and research centres as well as other facilities in the Republic of South Africa;
- (b) preparation of plans, studies and reports;
- (c) other areas of cooperation as agreed upon by the Contracting Parties.

(2) Such assistance may:

- (a) include the secondment of experts, such as instructors, advisers, consultants, specialists, scientific and technical personnel, project assistants, and of auxiliary personnel; all personnel seconded on behalf of the Government of the Federal Republic of Germany will hereinafter be referred to as "seconded experts";
- (b) include the supply of goods and services and equipment (hereinafter referred to as "goods and services");
- (c) include the basic or further training of South African technical and managerial personnel, as well as scientists in the Republic of South Africa, the Federal Republic of Germany or other countries; or
- (d) take some other appropriate form, as agreed upon by the Contracting Parties.

(3) The Government of the Federal Republic of Germany shall, unless otherwise provided in the project arrangements, make at its expense the following contributions to assisted projects:

- (a) remuneration of the seconded experts;
- (b) accommodation for the seconded experts and their families, in so far as such costs are not met by the seconded experts themselves;
- (c) official travel by the seconded experts within and outside the Republic of South Africa;
- (d) procurement of the goods and services referred to in subarticle 2(b) above;
- (e) transport and insurance of the goods and services referred to in subarticle 2(b) above to the project sites; this shall not include payment of the charges and storage fees referred to in Article 3(b) of this Agreement;
- (f) basic or further training of South African technical and managerial personnel as well as scientists in accordance with the applicable German guidelines.

(4) Unless otherwise provided in the project arrangements, the goods and services supplied for the projects on behalf of the Government of the Federal Republic of Germany shall become the property of the Republic of South Africa on arrival in South Africa; the goods and services shall be at the unrestricted disposal of the assisted projects and the seconded experts for the fulfilment of their tasks.

(5) The Government of the Federal Republic of Germany shall notify the Government of the Republic of South Africa of the cooperating agencies, organisations or authorities it will charge with the implementation of its assistance for the respective project. The cooperating agencies, organisations or authorities so charged will hereinafter be referred to as "the implementing agency".

Article 3

The Government of the Republic of South Africa shall within the budgetary resources made available for the duration of the project make the following contributions:

- (a) provide at its expense, for the projects in South Africa, the land and buildings required, including equipment and furnishings for the buildings, in so far as such equipment and furnishings are not supplied by the Government of the Federal Republic of Germany at its expense;
- (b) exempt - as far as applicable under South African law -the goods and services supplied for the projects on behalf of the Government of the Federal Republic of Germany from import and export duties and indirect taxes and other public charges and ensure that the goods and services are cleared by customs without undue delay;
- (c) bear the charges relating to harbour dues, storage fees and such import and export duties, indirect taxes and other public charges not falling under subarticle 3(b) involved in the supply of the goods and services for the projects on behalf of the Government of the Federal Republic of Germany;
- (d) bear at the request of the implementing agency the duties and indirect taxes for goods and services procured in the Republic of South Africa;
- (e) meet the operating and maintenance costs of the projects unless otherwise provided in the project arrangements;
- (f) unless otherwise provided in the project arrangements, make available at its expense the South African experts and the auxiliary personnel required; the project arrangements should include a time schedule for their assignment;
- (g) ensure that the functions of the seconded experts are taken over as soon as possible by South African experts; where the latter are to receive basic or further training in the Republic of South Africa, the Federal Republic of Germany or other countries pursuant to this Agreement, it shall in good time nominate, in collaboration with the Embassy of the Federal Republic of Germany in Pretoria or with experts designated by the Embassy, sufficient candidates for such training; it shall nominate only such candidates as have given an undertaking to work on the respective project for an agreed period after completing their training; and it shall ensure that these South African experts are graded on the basis of their evaluated qualification and receive appropriate remuneration;
- (h) evaluate, in accordance with their respective standards, examinations passed or qualifications obtained by South African nationals having received basic or further training pursuant to this Agreement and afford the persons concerned such opportunities with regard to careers, appointments and advancement as are commensurate with their training;
- (i) afford the seconded experts any assistance they may require in carrying out the tasks assigned to them and place at their disposal all necessary records and documents in accordance with the law;
- (j) ensure the provision of the contributions required to implement the projects, in so far as these are not to be provided by the Government of the Federal Republic of Germany pursuant to the project arrangements;
- (k) ensure that all South African agencies concerned with the implementation of this Agreement and the project arrangements are fully informed of their contents in good time.

Article 4

The Contracting Parties acknowledge the work of independent development cooperation done by German and South African non-governmental organisations (NGOs) as important and eligible for assistance.

Article 5

(1) The Government of the Federal Republic of Germany shall ensure that the seconded experts are pledged:

- (a) to do their best, within the framework of the arrangements concluded on their work, to help achieve the purposes set forth in Article 55 of the Charter of the United Nations;
- (b) not to interfere in the internal affairs of the Republic of South Africa;
- (c) to respect the laws and customs of the Republic of South Africa;
- (d) not to engage in any gainful occupation other than that to which they have been assigned;
- (e) to cooperate in a spirit of mutual trust with the official agencies in the Republic of South Africa.

(2) The Government of the Federal Republic of Germany shall ensure that, before an expert is seconded, the consent of the Government of the Republic of South Africa is obtained. The implementing agency shall forward the curriculum vitae of the expert selected by it to the Government of the Republic of South Africa together with a request for consent to his/her secondment. If no notification to the contrary is received from the Government of the Republic of South Africa within six weeks, consent shall be assumed to have been granted.

(3) If the Government of the Republic of South Africa wishes a seconded expert to be recalled, it shall in good time contact the Government of the Federal Republic of Germany and give the reasons for its request. Similarly, the Government of the Federal Republic of Germany shall, when a seconded expert is to be recalled by the German side, ensure that the Government of the Republic of South Africa is informed thereof at the earliest possible date.

Article 6

(1) The Government of the Republic of South Africa shall within reasonable limits ensure that the seconded experts and members of their families belonging to their household are treated with due respect and shall take appropriate steps to prevent any attack on their person, freedom or dignity. It shall in particular:

- (a) bear all risks of operations arising in terms of this Agreement; the Government shall be responsible for dealing with claims which may be brought against seconded experts and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement; the Contracting Parties agree to cooperate fully with each other in dealing with these