

AGREEMENT ON TECHNICAL COOPERATION

Between the Government of the Republic of Mozambique and the Government of Ireland

The Government of the Republic of Mozambique (hereinafter referred to as the Government of Mozambique) and the Government of Ireland, desiring to advance technical cooperation between the two countries and thereby to strengthen the friendly relations which exist between Mozambique and Ireland, have agreed as follows:-

ARTICLE I

Scope

1. This Agreement sets out the general terms and conditions on which the Government of Ireland will provide economic, technical and related assistance to the Government of Mozambique.

Article XV of this Agreement, the provisions of this Agreement shall apply to all Irish assisted projects as well as Irish personnel and personnel sponsored by the Government of Ireland, except citizens of Mozambique, serving in Mozambique, within the framework of technical cooperation between the Government of Mozambique and the Government of Ireland.

ARTICLE II

Cooperation between the Government of Mozambique and the Government of Ireland, and this Agreement in its entirety, shall be based on the respect of both parties for democratic values, human rights and the precepts of international law which shall provide the foundation for their mutual relations and constitute an essential component of this Agreement.

ARTICLE III

Nature of Assistance

1. Under this Agreement, the Government of Ireland shall, inter alia :
 - (A) support co-operation between the two countries in specific sectors of development assistance to be mutually agreed;
 - (B) send experts to Mozambique to implement technical assistance projects and provide them with the professional outfit and material resources required;
 - (C) provide financial resources, capital goods and materials and equipment for the implementation of projects under this Agreement;

(D) engage consultants to carry out specific tasks relating to technical assistance projects;

(E) place advisers at the disposal of the Government of Mozambique;

(F) promote co-operation between institutions and agencies in both countries through the provision of technical, professional and scientific personnel and services and by making available articles of equipment.

2. Under this Agreement, the Government of Ireland shall endeavour to support the advanced training of Mozambican nationals in Ireland, or in such other countries as may be agreed, in areas relevant to the economic and social development needs of Mozambique.

3. The Government of Mozambique will ensure the effective utilisation of the personnel, services and material resources provided by the Government of Ireland.

4. The Agency for Personal Service Overseas (APSO), which is the Irish State agency for the placement of personnel in voluntary service in developing countries, will also provide technical assistance to Mozambique. In this respect, APSO shall negotiate a separate agreement with the Government of Mozambique in regard to the implementation of its activities in Mozambique.

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ARTICLE IV
Categories of Personnel

Irish personnel and those sponsored by the Government of Ireland, except citizens of Mozambique, will be recruited by the Government of Ireland and confirmed by the concerned authorities of the Government of Mozambique before they begin to perform mutually agreed tasks in Mozambique. Personnel provided by the Government of Ireland under this Agreement will comprise two categories, defined as follows:-

Experts are officers whose salaries are fully paid by the Government of Ireland and whose appointments and contracts of service are arranged by the Government of Ireland. They may serve in the capacity of programme co-ordinators and programme officers, technical advisers and project personnel, and consultants. Their assignments can be short-term or long term in accordance with their agreed tasks and duties.

Operational Personnel are officers receiving a salary from the Government of Mozambique by virtue of being appointed to established staff posts, and whose salaries are subsidised by the Government of Ireland. Subject to the Mozambican Labour Proclamation No. 42 of 1992 and upon the request of the Mozambican side for the deployment of such experts, this category of personnel will conclude contracts of service both with the Government of Mozambique and with the Government of Ireland.

Personnel, whether experts or operational personnel, who are appointed under an agreement concluded between APSO and the Government of Mozambique, shall not be covered by the terms of this Agreement.

ARTICLE V

Experts

1. For each expert assigned under this Agreement, the Government of Ireland shall:-
- (a) provide all salary (including leave salary) and allowances in connection with his/her service in Mozambique under this Agreement;
 - (b) cover all transportation costs to and from Mozambique for the expert and his/her family;
 - (c) provide accommodation for the period of assignment of the expert;
 - (d) provide on a periodic basis to the Government of Mozambique aggregated figures on programme personnel expenditure in respect of experts assigned under this Agreement.
2. The Government of Mozambique will exempt each expert assigned under this Agreement from income tax and any other direct taxes on the emoluments paid to each expert by the Government of Ireland for his/her services in Mozambique under this Agreement.
3. For each expert assigned under this Agreement, the Government of Mozambique shall provide local support as appropriate from Government and parastatal agencies for the work of the expert including office and/or laboratory space and all the secretarial and other services normally available for official purposes. The Government of Mozambique will also provide any specific project inputs as may be agreed in regard to specific project agreements concluded under Article XV of this Agreement.

4. The Government of Mozambique will assist experts and their families in finding suitable accommodation upon arrival and in the provision of services such as water, telephone and electricity for such accommodation. The cost of such services shall be met by the experts.

ARTICLE VI

Operational Personnel

1. For each operational officer appointed by the Government of Mozambique under this Agreement the Government of Ireland shall:
 - (a) provide additional emoluments supplementary to the salary and allowance stipulated in paragraph 2 of this Article;
 - (b) cover all transportation costs to and from the duty station in Mozambique for the officer and his/her family.

2. For each operational officer appointed by the Government of Mozambique under this Agreement, the Government of Mozambique shall:
 - (a) provide a basic salary for the appointment held by the officer, including annual increments thereto. Appointments will be made on contract terms for tours of service which will normally be for 24 months;
 - (b) grant leave and absence to the officer in respect of vacation, sickness, pregnancy or child birth in accordance with the conditions of his/her contract of service with the Government of Ireland;

- (c) grant casual leave and provide local transport and travelling allowances on the same basis as these are given to officers of equal rank within the Mozambican Civil service or Government agency;
- (d) provide the officer and his/her family with accommodation with hard furnishings and with medical services and facilities as are provided for officers of the Government of Mozambique of comparable rank.
3. The Government of Mozambique will exempt each operational officer from income tax and any other direct taxes on the emoluments paid to him/her by the Government of Ireland for his/her services in Mozambique under this Agreement.
4. Each operational officer appointed under this Agreement shall in all respects be bound by the rules and regulations of the labour laws of Mozambique so far as they are consistent with the terms of this Agreement.

ARTICLE VII

1. In the case of all personnel referred to in Article IV of this Agreement, the terms of reference for their assignment will be mutually agreed by the Government of Ireland and the Government of Mozambique.
2. In the performance of their duties, all such personnel shall act in close consultation with the Government of Mozambique and with persons or bodies designated by it, and shall comply with such instructions given by the Government of Mozambique as are appropriate to the nature of their duties

and in accord with the assistance that the two Governments have mutually agreed upon.

3. In order to promote sustainable self-development through technical co-operation, the Government of Mozambique shall appoint suitable Mozambican nationals as counterparts to experts and operational personnel in consultation with the Government of Ireland. Personnel assigned by the Government of Ireland will be obliged to give priority to assisting the training of such counterparts and other personnel so appointed.

ARTICLE VIII

1. The Government of Ireland shall ensure that the terms of contract concluded with all personnel assigned under this Agreement contains obligations pledging them:
 - (a) not to interfere in the internal affairs of Mozambique;
 - (b) to respect the laws and customs of Mozambique;
 - (c) not to engage in any gainful occupation other than their assignment under this Agreement.
2. The Government of Mozambique shall ensure that all personnel referred to in Article IV of this Agreement, and their families, shall enjoy the full protection of the law and the appropriate assistance of law-enforcement agencies of the Government of Mozambique. The Government of Mozambique shall further ensure that the personnel and their families will always be treated by the Government Authorities in Mozambique in a manner no less favourable than that accorded to technical assistance personnel assigned to Mozambique by other donor countries.

3. In the event either party to this Agreement determines that there exists a situation which renders it desirable to repatriate assigned personnel and/or their families, the Government of Mozambique shall undertake all reasonable steps to facilitate such repatriation, the cost of international transportation to be paid by the Government of Ireland.
4. The Government of Mozambique shall have the right to request the recall of any officer whose work or conduct is unsatisfactory. Before exercising this right the Government of Mozambique undertakes to consult the Government of Ireland. The Government of Ireland shall have the right to recall any officer after consultation with the Government of Mozambique. In any case of recall, the Government of Mozambique may request a replacement for the recalled officer. Where the Government of Ireland agrees to do so, it shall provide for transportation costs to and from the duty station in Mozambique for the replacement officer. **In such circumstances, the Government of Ireland shall endeavour to ensure that the vacancy arising shall be filled within three months or as quickly as possible thereafter.**

ARTICLE IX

1. The Government of Mozambique will exempt from all customs duties, sales tax, and other similar public charges the personal effects and household goods imported into Mozambique by personnel assigned under this Agreement, their spouses and dependent children for their exclusive personal use within six months of first arrival in Mozambique to take up an assignment under the terms of this Agreement, provided that such household goods and personal effects are not sold locally or only sold to a person enjoying the same privileges of exemption. Exemption will also be given in respect of any duties, taxes or public charges on the export of personal goods and household effects on completion of the period of service of the officer

under this Agreement. *The Government of Mozambique shall ensure that the granting of all such exemptions will be in accordance with the laws of Mozambique.* The term "personal effects and household goods" shall be understood to include inter alia for each household; one refrigerator, one deep freezer, one washing machine, one clothes dryer, one cooker, one television/video set, one radio, minor electrical appliances, computer equipment, photographic and cine equipment, personal medical supplies and appliances, and air conditioning units.

2. In addition to the above privileges, each expert and operational officer shall be exempt from all duties and taxes imposed on the import and export of a motor vehicle for personal use, or the purchase of such a vehicle in Mozambique out of duty free stock. A motor vehicle imported or purchased under these privileges shall, however, be liable for such duties and taxes if resold to a person in Mozambique unless resold to a person entitled to the same privileges. In the case where a motor vehicle imported or purchased under this exemption is damaged beyond repair or otherwise lost or stolen without neglect on the part of the officer, the officer shall be permitted by the Government of Mozambique to import another vehicle, free of customs duty and tax, for personal use.
3. The Government of Mozambique shall give assistance in clearance through customs of the goods and effects referred to in paragraphs 1 and 2 above.
4. The Government of Mozambique shall allow all personnel referred to in Article IV of this Agreement to operate an external bank account. Bank accounts opened in Mozambique by such personnel shall remain at their exclusive disposal, and the balances on any such account shall be freely transferable into Irish or any freely convertible currency provided such account shall have been fed exclusively from external sources, otherwise the account shall be subject to the usual currency or exchange control formalities

in respect of transfers from Mozambican sources, in accordance with the regulations of the Bank of Mozambique.

ARTICLE X

The Government of Mozambique shall issue free multiple entry and exit visa and residence permits to personnel assigned under this Agreement and to their family members and shall issue work permits to the officers alone.

ARTICLE XI

The Government of Mozambique shall exempt professional personnel provided under this Agreement from domestic registration requirements.

ARTICLE XII

The Government of Mozambique undertakes that personnel assigned under Article IV of this Agreement and their family members shall be immune from national service and all military obligations in Mozambique.

ARTICLE XIII

1. Irish Personnel and personnel sponsored by the Government of Ireland pursuant to this Agreement, but not personnel who are citizens of Mozambique, shall not be detained or prevented, from leaving Mozambique during or following the expiration of their period of posting in Mozambique for acts performed in discharge of their functions, other than criminal

offenses committed by them. This provision shall also apply to all members of the family of such personnel.

The Government of Mozambique shall indemnify and hold free from any charge, damage, loss or outlay the Government of Ireland in respect of all claims for negligence or breach of contract arising out of acts performed by personnel sponsored under this Agreement unless it is established that the claim arises as a result of wilful or gross negligence of such a degree as to amount to recklessness. In like manner the Government of Mozambique shall indemnify the Government of Ireland in respect of all Court Orders arising out of the same.

3. The Government of Ireland shall place at the disposal of the Government of Mozambique any information or render any assistance required for the handling of any claim or case to which Paragraphs 1 and 2 of this Article relates. The Government of Mozambique shall place at the disposal of the Government of Ireland any information or render any assistance required for the handling of any claim or case to which paragraphs 1 and 2 of this Article relates.

ARTICLE XIV

1. The Government of Mozambique shall be *liable and pay* for all customs duties and other fiscal charges for all equipment, materials, supplies and spare parts, including vehicles, purchased and supplied by the Government of Ireland for project activities and other technical assistance under this Agreement. The Government of Mozambique shall assist in the speedy handling, clearing and forwarding of the materials and goods supplied under this Agreement.

2. The Government of Mozambique shall ensure that no currency or foreign exchange controls be imposed on funds brought into Mozambique by the Government of Ireland, or by personnel acting on behalf of the Government of Ireland, for purposes agreed upon in accordance with this Agreement provided that such funds are used exclusively for such purposes and that balances on such accounts shall be freely convertible into Irish or any other convertible currency.

ARTICLE XV

Specific Projects

The Contracting Parties shall endeavour to cooperate and assist each other in various fields on the basis of this Agreement as the parties may agree. To that end, they may sign and conclude individual project agreements made pursuant to this Cooperation Agreement.

ARTICLE XVI

Modifications or Supplementary Agreements

This Agreement may be modified or supplemented by exchange of letters between duly authorised representatives of the Parties thereto, provided such modifications or supplementary agreements are in accordance with the general objective and purpose of the Agreement.

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IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

Done in *duplicate at Maputo*, this *19th* day of *June*, 1997, in the English and Portuguese languages, both texts being equally authoritative.



For the Government of the
Republic of Mozambique



For the Government of Ireland