

**No. 17181**

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**SWITZERLAND  
and  
NIGER**

**Agreement on technical co-operation. Signed at Abidjan on  
7 August 1978**

*Authentic text: French.*

*Registered by Switzerland on 15 November 1978.*

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**SUISSE  
et  
NIGER**

**Accord de coopération technique. Signé à Abidjan le 7 août  
1978**

*Texte authentique : français.*

*Enregistré par la Suisse le 15 novembre 1978.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION BETWEEN THE SWISS CONFEDERATION AND THE REPUBLIC OF THE NIGER

The Swiss Federal Council and the Government of the Republic of the Niger, hereinafter called the Contracting Parties, being desirous of strengthening the ties of friendship existing between Switzerland and the Niger and of co-operating, in their mutual interest, to the development of their two countries

Have agreed as follows:

*Article 1.* The Contracting Parties undertake, on a footing of complete equality, to promote, within the framework of their respective national legislations, the implementation of development projects in the Niger.

*Article 2.* The provisions of this Agreement apply to:

- (a) Co-operation projects between the two Contracting Parties;
- (b) Co-operation projects which have been initiated on the Swiss side by institutions or bodies of public or private law and upon which the two Contracting Parties have mutually agreed.

*Article 3.* The co-operation referred to may assume the following forms:

- (a) Financial support to public or private organizations for the implementation of specified projects;
- (b) Dispatching qualified personnel;
- (c) Granting scholarships for studies or courses of professional training in the Niger, in Switzerland or in any other country, as the Contracting Parties may agree upon;
- (d) Any other form of co-operation as may be mutually agreed upon by the Contracting Parties.

*Article 4.* With a view to its implementation, each project shall be the subject of a specific agreement which stipulates the obligations incumbent on each Party and which lays down, where necessary, the responsibilities of the personnel envisaged.

The projects shall be carried out jointly by the Contracting Parties.

The recipients of scholarships shall be chosen and the orientation of their studies or their training shall be determined by mutual agreement between the Contracting Parties.

*Article 5.* The contributions of the Contracting Parties to the implementation of specific projects shall, in principle, take the following forms:

(a) Switzerland:

- (aa) Coverage of the costs of the purchase and transport of equipment and materials and of certain services necessary for the implementation of projects. Switzerland's contribution shall be stipulated in the project agreements envisaged in article 4 of this Agreement;

<sup>1</sup> Came into force on 7 August 1978 by signature, in accordance with article 8.

- (ab) Delivery to the Niger Party, as a gift, of equipment and materials provided for the implementation of the project. Possible exceptions to this rule as well as the time of delivery shall be stipulated in the project agreement mentioned in article 4, first paragraph;
  - (ac) Coverage of all costs arising from the assignment and activity of personnel dispatched by Switzerland, and specifically, salaries, insurance premiums, travel expenses between Switzerland and the Niger as well as other official travel and housing and subsistence costs in the Niger;
  - (ad) Provision, if necessary, to the personnel dispatched by Switzerland of the professional equipment and material (including vehicles) they need to perform their work on the project;
  - (ae) Coverage of the costs of studies and other professional training expenses, such as the living expenses and medical insurance costs of all the scholarship-holders referred to in article 3 (c);
  - (af) Coverage of trainees' travel costs to and from Switzerland and the return travel costs of the students referred to in article 3 (c);
- (b) Niger:
- (ba) Provision of equipment and materials and of certain services required for the implementation of projects. The Niger's contribution shall be stipulated in the project agreement referred to in article 4, first paragraph;
  - (bb) Dispatch of the personnel required for the implementation of projects. These personnel shall assume from the outset, fully or jointly with the personnel dispatched by Switzerland, responsibility for the projects to be implemented;
  - (bc) Payment, as a general rule, of the salaries and insurance premiums of the personnel dispatched by the Niger. Possible exceptions to this rule shall be stipulated in the project agreement mentioned in article 4, first paragraph;
  - (bd) Payment of the salaries of the persons referred to in subparagraph (ae) in so far as they are agents already in the service of the State before their departure, and during the entire period of their training or studies financed by Switzerland;
  - (be) Payment of the travel costs from the Niger to Switzerland of the students referred to in article 3 (c);
  - (bf) Guaranteeing the persons referred to in article 3 (c), on their return to the Niger, a job or a position which will enable them to make the best use of the knowledge and experience they have acquired;
  - (bg) Provision, if possible, and to the extent that the nature of the projects justifies it, of the services which can be performed by local personnel (secretarial services, for example).

*Article 6.* Also, in order to facilitate the implementation of projects within the framework of this Agreement, the Niger shall:

- (a) Exempt from all customs duties and taxes the equipment (including vehicles) and materials furnished by the partners in development co-operation projects, public or private, implemented with the help of Switzerland, or pay, if necessary, such duties and taxes itself;

- (b) Authorize expatriate personnel dispatched by Switzerland to introduce temporarily into the Niger, free of customs duties and sales taxes, the professional equipment and material they need (including vehicles) provided that on completion of their assignment this equipment and material is re-exported or donated to a project; in the latter case, the recipient shall be responsible for such duties and taxes, if applicable;
- (c) Grant all expatriate personnel provided by Switzerland and the members of their families exemption from duties and taxes for their personal goods, except for the statistics tax. This privilege ends, however, six months after the date of the first entry of the experts into the country, and does not extend to drinks, foodstuffs and medicine;
- (d) Exempt expatriate personnel and their families from taxation and other fiscal charges in respect of their person or any remuneration (salary and allowances) paid to them by the Swiss Party;
- (e) Issue, free of charge and without delay, the entry, residence and exit visas required by the rules in force;
- (f) Provide all necessary assistance and facilities to the Swiss experts and their families;
- (g) Hold expatriate personnel harmless against any claim for damage arising out of any act done in the discharge of their assigned functions, provided such damage is not caused either wilfully or through serious negligence.

*Article 7.* After consultation with the Government of the Niger, Switzerland may appoint a representative and may establish an office. This person shall be responsible, on the Swiss side, for all questions concerning the development co-operation referred to in this Agreement. If he resides in the Niger itself and does not belong to the Swiss diplomatic service, he shall enjoy the same advantages as those granted to expatriate project personnel.

The latter provision applies also to all expatriate personnel assigned to the office.

*Article 8.* This Agreement shall come into force from the date of its signature and shall remain in force for three years. Thereafter, it shall continue to be in force tacitly from year to year unless terminated by either Contracting Party giving written notice at least six months before the expiry of the then current year.

The provisions of this Agreement shall also apply to projects already being executed at the time the Agreement enters into force. In the event of conflict between the provisions of this Agreement and those of agreements concluded with respect to those projects, it is the latter which shall apply to the persons and objects concerned.

In case of expiry of the Agreement, the Contracting Parties shall allow the projects then under execution to be fully implemented and the Niger students or trainees then abroad to complete their courses of study or training.

DONE at Abidjan in two original copies in the French language.

For the Swiss Federal Council:

[WILLIAM ROCH]  
Abidjan, 7 August 1978

For the Government  
of the Republic of the Niger:

[MOUSTAPHA TAHI]  
Abidjan, 7 August 1978