

No. 23999

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**SWITZERLAND  
and  
RWANDA**

**Agreement on co-operation. Signed at Kigali on 13 March  
1985**

*Authentic text: French.*

*Registered by Switzerland on 13 March 1986.*

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**SUISSE  
et  
RWANDA**

**Accord de coopération. Signé à Kigali le 13 mars 1985**

*Texte authentique : français.*

*Enregistré par la Suisse le 13 mars 1986.*

[TRANSLATION — TRADUCTION]

## AGREEMENT<sup>1</sup> ON CO-OPERATION BETWEEN THE SWISS CONFEDERATION AND THE RWANDESE REPUBLIC

The Swiss Federal Council and the Government of the Rwandese Republic, hereinafter called the Contracting Parties, desiring to strengthen the ties of friendship existing between Switzerland and Rwanda and to co-operate, on an equal footing and in their mutual interest, in the development of their two countries,

Have agreed as follows:

### *Article 1*

The Contracting Parties undertake to promote, within the framework of their respective national legislations, the implementation of development operations in Rwanda. Such operations may take the form of technical co-operation, financial aid, humanitarian aid or food aid, and several of these four forms may be combined.

### *Article 2*

The provisions of this Agreement shall apply to:

- 2.1. Development operations between the Contracting Parties. The Swiss Party may, with the agreement of the Rwandese Party, assign a specialized agency to carry out its obligations;
- 2.2. Development operations between a public agency or a non-profit private institution in Switzerland and a public or private partner in Rwanda, provided that the Contracting Parties have indicated the agreement to this effect.

### *Article 3*

The co-operation referred to may consist of:

- 3.1. The granting of financial contributions in the form of gifts or loans;
- 3.2. The provision of equipment, materials and other goods, imported or purchased locally, and of services;
- 3.3. The dispatch of personnel on long-term (technical assistance) or short-term (consultant) missions;
- 3.4. The granting of fellowships for studies or vocational training courses in Rwanda, in Switzerland or in a third country;
- 3.5. Any other form of co-operation as may be mutually agreed upon by the Contracting Parties.

<sup>1</sup> Came into force on 20 January 1986, the date on which the Contracting Parties notified each other (on 23 July 1985 and 20 January 1986) of the completion of the constitutional formalities, in accordance with article 13(2).

#### Article 4

4.1. The contribution of the Swiss Party for the implementation of an operation shall supplement the efforts undertaken by the Rwandese Party to ensure its economic and social development. The Rwandese Party shall remain responsible for the operations and their objectives.

4.2. With a view to its implementation, any operation undertaken in accordance with article 2.1 shall be the subject of a specific agreement which shall describe, *inter alia*, the objectives to be attained and the means to be used and stipulate the obligations incumbent on each Party.

4.3. The candidacies of the personnel proposed by the Swiss Party shall be submitted for the approval of the Rwandese Party.

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

#### Article 5

The contributions of the Contracting Parties to the implementation of specific operations shall, in principle, take the following forms:

##### 5.1. For the Swiss Party:

- 5.1.1. Coverage of the costs of the purchase and transport of equipment (including vehicles), materials and other goods, as well as services and certain costs incurred in the implementation of operations. The contribution of the Swiss Party shall be stipulated in the specific agreements referred to in article 4.2 of this Agreement;
- 5.1.2. Delivery to the Rwandese Party, as a gift, of equipment, materials and other goods provided for the implementation of the operations. These shall become the property of the Rwandese Party immediately upon their arrival in Rwanda through the signature of a protocol of receipt. Any item thus provided shall none the less remain freely available for use in the operations concerned and by the personnel dispatched by the Swiss Party, with a view to the accomplishment of their mission, unless there is a written agreement to the contrary between the two Parties. The vehicles shall remain the property of the Swiss Party until such time as they are delivered to the Rwandese Party through the signature of a special protocol. The precise arrangements for transfer and ownership, and any special cases, shall be stipulated in the specific agreements provided for in article 4.2 of this Agreement;
- 5.1.3. Coverage of all costs arising from the assignment and activity of personnel dispatched by the Swiss Party, and specifically, salaries, insurance premiums, travel expenses between Switzerland and Rwanda, as well as other official travel and housing and subsistence costs in Rwanda;
- 5.1.4. Provision, if necessary, to the personnel dispatched by the Swiss Party of the professional material and equipment (including vehicles) they need to accomplish their mission, which shall remain the property of the Swiss Party;
- 5.1.5. Coverage of the costs of studies and other vocational training expenses, such as the living expenses and insurance costs of all the fellowship-holders referred to in article 3.4 of this Agreement;

5.1.6. Coverage of travel costs between Rwanda and the place of study or training for all the fellowship-holders referred to in article 3.4 of this Agreement.

5.2. For the Rwandese Party:

- 5.2.1. Provision of equipment and material and of certain services required for the implementation of operations. The contribution of the Rwandese Party shall be stipulated in the specific agreements referred to in article 4.2 of this Agreement;
- 5.2.2. Coverage of the maintenance and operating costs of the operations which are not covered from other sources;
- 5.2.3. Dispatch of the management, supervisory and support personnel required for the implementation of operations and coverage of their salaries and benefits. Possible exceptions to this rule shall be stipulated in the specific agreements referred to in article 4.2 of this Agreement;
- 5.2.4. Provision for the use of the personnel dispatched by the Swiss Party, where possible and in so far as is warranted by the nature of the operation which they are assigned to implement, of the premises and services required for the accomplishment of their mission;
- 5.2.5. Continued payment in accordance with Rwandese legislation on the matter, of the local salaries and benefits of the training fellowships recipients referred to in article 3.4 of this Agreement during the entire period of the training financed by the Swiss Party, in so far as they are officials already in the service of the State before their departure;
- 5.2.6. Guaranteeing to the fellowship-holders referred to in article 3.4 of this Agreement, on their return to Rwanda, of a job which will enable them to make the best use of the knowledge and experience they have acquired.

#### Article 6

6.1. The Government of one of the Contracting Parties in the territory in which a development operation is implemented, shall guarantee the Government of the other Contracting Party against any claim in respect of loss, damage or injury caused directly or indirectly in the implementation of the operation.

6.2. In particular, the Rwandese Party shall exempt the personnel dispatched by the Swiss Party from any claim to damages for any act committed in the accomplishment of their mission, unless the damage was caused wilfully or was the result of gross negligence.

#### Article 7

Also, in order to facilitate the implementation of development operations within the framework of this Agreement, the Rwandese Party shall:

- 7.1. Issue, free of charge, entry, residence and exit visas to the personnel dispatched by the Swiss Party and to members of their families;
- 7.2. Guarantee the safety of personnel dispatched by the Swiss Party and of members of their families and issue to technical assistance personnel, *inter alia*, a card assuring them of the support of State services in the accomplishment of their mission;

- 7.3. Exempt from import duties and taxes the equipment (including vehicles), materials and other goods mentioned in articles 5.1.1 and 5.1.4 of this Agreement;
- 7.4. Exempt from all duties and taxes equipment (including vehicles), materials and other goods when they are handed over to the Rwandese Party at the beginning, during or on the completion of operations;
- 7.5. Exempt the technical assistance personnel dispatched by the Swiss Party from import and customs duties and taxes — with the exception of duties and taxes representing payment for a particular service rendered — on furniture and new or used personal effects (including a vehicle), imported into Rwanda within six months from the date of their initial arrival or that of members of their family, provided that such goods are re-exported from Rwanda upon the departure of the technical assistance personnel. After each two-year period of assignment technical assistance personnel may, however, import a replacement vehicle tax- and duty-free;
- 7.6. Exempt from all export duties and taxes the personal effects and articles (including a vehicle) mentioned in article 7.6 above when the technical assistance personnel dispatched by the Swiss Party leave Rwanda permanently at the end of the mission;
- 7.7. Exempt the personnel dispatched by the Swiss Party from the payment of taxes or other fiscal charges in respect either of themselves as individuals or of any payment (salary, allowances) made to them in their official capacity by the Swiss Party.

#### *Article 8*

8.1. During their stay in Rwanda, the personnel dispatched by the Swiss Party and members of their families shall be under the obligation not to interfere in Rwandese internal affairs, to respect Rwandese laws, regulations and customs and not to engage in any gainful occupations other than those to which they have been assigned by the Contracting Parties and for which they have received the authorization of the Contracting Parties.

8.2. The fellowship-holders referred to in article 3.4 of this Agreement shall be bound by the same conditions in respect of the country where they pursue their studies or training courses.

#### *Article 9*

With a view to the education of the children of personnel dispatched by the Swiss Party, the latter may assign one or more teachers to Rwanda. The costs of assigning these teachers and of their activities shall, when necessary, be fully assumed by the Swiss Party. The terms of this Agreement and, in particular, articles 6, 7 and 8, shall apply to these teachers and to their families in the same way as they apply to the personnel referred to in article 3.3 of this Agreement.

#### *Article 10*

With a view to facilitating, strengthening and improving co-operation between the Contracting Parties:

- 10.1. The Swiss Party may, within the office of its diplomatic representative in Rwanda, establish and staff a co-ordinating Office for Co-operation.

- 10.2. The expatriate administrative and technical personnel assigned to this Office, who shall not have Swiss diplomatic status, shall enjoy the same advantages as those granted by the Rwandese Party to the personnel mentioned in article 3.3 of this Agreement.
- 10.3. The Contracting Parties shall contact each other periodically in order to analyse the results obtained in the implementation of the development operations covered by this Agreement, examine any problems which arise in the execution of the operations and the solutions to be applied to them, and discuss and establish the co-operation programme for the following years.

#### *Article 11*

The provisions of any bilateral or multilateral agreements which one of the Contracting Parties may conclude in future in the field of development co-operation with third States or international organizations shall apply, if they are more favourable than those of articles 7 and 9 of this Agreement, in lieu of the provisions herein.

#### *Article 12*

12.1. The Contracting Parties undertake to resolve amicably through the diplomatic channel any dispute which may arise in the implementation or interpretation of this Agreement.

12.2. Any dispute concerning the implementation or interpretation of these provisions and of the provisions of the specific agreements mentioned in article 4.2 which cannot be settled through negotiations between the Contracting Parties may be submitted by either Party to a tribunal of three arbitrators. Each Contracting Party shall appoint one arbitrator. The members thus appointed shall select a chairman. The arbitral tribunal shall determine its own procedure.

12.3. Any disagreement with respect to the composition or the procedure of the arbitral tribunal shall, at the request of one of the Parties, be settled by the President of the International Court of Justice.

12.4. The decision of the arbitral tribunal shall be binding on the Contracting Parties.

#### *Article 13*

13.1. This Agreement replaces the Agreement on Technical and Scientific Co-operation between the Swiss Confederation and the Rwandese Republic of 22 October 1963, amended by an exchange of letters on 3 and 7 March 1967.<sup>1</sup>

13.2. This Agreement shall enter into force on the date on which each of the Contracting Parties notifies the other that the constitutional formalities relating to the conclusion and the entry into force of international agreements have been completed.

13.3. This Agreement is concluded for a period of five years from the date of its entry into force. It shall then be automatically renewed from year to year provided that neither of the Contracting Parties has denounced it by giving written notice to the other Party at least six months in advance.

<sup>1</sup> United Nations, *Treaty Series*, vol. 1504, No. I-25933.

13.4. The provisions of this Agreement shall also apply to operations being executed at the time it is concluded. Should contradictions arise between the provisions of this Agreement and the provisions of the agreements concluded with regard to the operations in question, the provisions of the latter agreements shall be applied.

13.5. In case of expiry of this Agreement, the Contracting Parties shall allow the phase of the operations then under execution to be implemented, and the fellowship-holders then abroad to complete their courses of study or training.

DONE at Kigali on 13 March 1985, in duplicate, in French.

For the Swiss Federal  
Council:

[Signed]

RICHARD GAECHTER  
Ambassador of Switzerland  
in Rwanda

For the Government  
of the Rwandese Republic:

[Signed]

FR. NGARUKIYINTWALI  
Minister for Foreign Affairs  
and Co-operation