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ECONOMIC AND TECHNICAL COOPERATION AGREEMENT

Between

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

and

THE GOVERNMENT OF THE UNITED STATES OF AMERICA



ECONOMIC AND TECHNICAL COOPERATION AGREEMENT

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA,

wishing to reinforce their relations of friendship and cooperation, have decided to conclude the present Economic and Technical Cooperation Agreement and have agreed as follows:

ARTICLE 1

In accordance with the provisions of the present Agreement and at the request of the Government of the Republic of Rwanda, the Government of the United States of America will furnish economic aid and technical assistance for the carrying out of development programs mutually agreed to by the two Governments. The requests of the Rwandan Government will be submitted for approval to the representatives of the agency designated by the Government of the United States of America to administer its responsibilities under this Agreement.

ARTICLE 2

The Government of the Republic of Rwanda agrees to cooperate fully in the carrying out of all projects and programs for which assistance is made available by the Government of the United States under this Agreement. In this regard, the Government of the Republic of Rwanda will:

- make available to these projects and programs the full contribution permitted by its material, human and financial resources and as is agreed to in specific project, program, or activity agreements;
- take all necessary measures to assure effective utilization of the said assistance;
- collaborate with the Government of the United States to assure that procurement will be effected at reasonable prices and on reasonable terms;
- permit without restriction the continuous observation, review and evaluation by the two parties of programs and operations conducted under the present Agreement;
- furnish to the Government of the United States all information concerning said programs and operations, including such information as may be required to determine the nature and extent of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and



- will give appropriate publicity to contributions made by the Government of the United States to economic and technical development in Rwanda under this Agreement.

With respect to technical assistance programs entered into under this Agreement, the Government of the Republic of Rwanda will also do everything possible to ensure complete coordination and integration of technical cooperation programs being carried out in Rwanda and will cooperate with other partners participating in such programs in the mutual exchange of technical knowledge and skills.

ARTICLE 3

In the event that the Government of the United States provides assistance under this Agreement on a grant basis to finance the purchase of commodities destined for sale in Rwanda, the Government of the Republic of Rwanda will, except as otherwise agreed by the representatives of the two Governments, open in its own name a special account in the National Bank of Rwanda and will promptly deposit therein all local currency accruing to it from the importation or sale of such commodities. Funds deposited in the special account will serve until exhausted to finance projects which have been mutually agreed upon. However, a portion of these funds, to be mutually agreed upon, will be made available upon request to the Government of the United States to meet the local currency requirements of the United States Government for support of the AID program in Rwanda.

ARTICLE 4

The two parties agree that the United States Government will undertake its obligations under this Agreement through the intermediary of a special mission of the agency designated by the United States Government to administer projects and programs of assistance carried out in Rwanda and the Government of Rwanda shall receive members of the special mission. The special mission personnel and premises shall enjoy the same privileges and immunities as are accorded to members of the diplomatic staff and to the premises of the mission of the United States of America in Rwanda, in accordance with the Vienna Convention on Diplomatic Relations.

ARTICLE 5

The Government of the Republic of Rwanda shall accord to expatriate experts other than members of the Mission, who perform services under the present Agreement, protection and privileges similar to those granted to experts from any other country which has concluded a Cooperation Agreement with the Republic of Rwanda.

In this perspective, it will respond in the place of these experts to allegations of damage which the latter may cause to a third party in the performance of their duties under the present Agreement.

A right of reimbursement, whatever its legal basis, cannot be invoked by the Republic of Rwanda against these experts, except in the case of fraud or grave negligence.

For the purposes of this Agreement, the term "expert" is defined as any individual who is not part of the personnel of the special mission, who is neither a citizen nor permanent resident of Rwanda, and who performs services financed under the terms of this Agreement.



Furthermore, the Government of Rwanda:

-will authorize the importation and reexportation free from customs, tariffs and other taxes, of furniture and personal effects destined for the use of the experts and their families, as well as professional equipment.

-will accord fiscal exoneration on remunerations which the experts receive from the Government of the United States in payment for services rendered in connection with the present Agreement.

-will authorize the importation of a vehicle free from import duties and other taxes, destined for the personal use of the family of each expert. This authorization will be valid for six months after the arrival of the expert in Rwanda and can be renewed after two years.

Objects imported into Rwanda under this article cannot be sold in Rwanda unless subjected to the general customs law.

ARTICLE 6

The Government of the United States of America will inform the experts sent under the terms of this Agreement that they must abide by the laws and regulations of Rwanda.

ARTICLE 7

All funds, material, property and equipment introduced or imported into or acquired in Rwanda to carry out the projects and programs mutually agreed upon by the Government of the United States and the Government of the Republic of Rwanda shall be exonerated from all entry duties or other official taxes. The same exoneration will be granted for reexport of these items.

The Government of Rwanda shall exempt public and private enterprises providing assistance under this Agreement which are financed by the United States Government other than organizations incorporated under and subject to Rwandan law from all entry duties, taxes on their income, and official taxes.

ARTICLE 8

Funds, goods, equipment or material introduced into Rwanda by the Government of the United States of America for programs of assistance undertaken under this Agreement shall not be subject to seizure or other legal process by any person, firm, agency, corporation, organization, or government.

ARTICLE 9

Nothing in this Agreement shall be construed or applied to diminish in any way any of the rights, privileges, entitlements, immunities, exemptions or status conferred by any specific project or program agreement entered into by the parties prior to the effective date of this Agreement. Persons, property, supplies, materials, equipment and funds brought into Rwanda under such agreements shall be accorded no less favorable treatment than that provided for in this Agreement.



ARTICLE 10

All or any part of any program of assistance provided hereunder may, except as may otherwise be provided in specific project or program agreements, be terminated by either government after giving to the other 30 days written notice. The termination may entail the cancellation of deliveries of all or a portion of commodities not yet delivered. The present Agreement may be amended after consultation between the two parties. The amendments enter into force after fulfillment of legal procedures by each of the parties.

ARTICLE 11.

All differences concerning the interpretation or application of the present Agreement will be settled amicably by the two Governments.

ARTICLE 12

This agreement shall enter into force on the date that the Government of Rwanda and the Government of United States of America notify each other that the necessary legal requirements of each have been completed. Notification will be by exchange of diplomatic notes.

ARTICLE 13

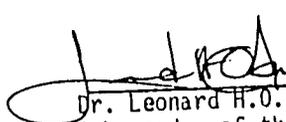
This Agreement shall remain in force until thirty days after the receipt by either Government of a written notification of termination by the other Party. Termination of the present Agreement will not affect the fulfilling of commitments which have been made in relation to on-going projects or programs.

This agreement is done in duplicate, in English and French on the

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, in Kigali.


Dr. Casimir Bizimungu
Minister of Foreign Affairs
and International Cooperation
of the Republic of Rwanda



Dr. Leonard H.O. Sese
Ambassador of the
United States of America
