



TREATY SERIES 2014

N° 23

**Agreement on Technical and Development Cooperation
between the Government of
Ireland
and the Government of
the Federal Democratic Republic of Ethiopia**

Done at Addis Ababa on 3 November 2014

Entered into force on 3 November 2014

Presented to Dáil Éireann by the Minister for Foreign Affairs and Trade

**AGREEMENT ON TECHNICAL AND DEVELOPMENT COOPERATION
BETWEEN THE GOVERNMENT OF
IRELAND
AND
THE GOVERNMENT OF
THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA**

The Government of Ireland and the Government of the Federal Democratic Republic of Ethiopia (“the Parties”):

COMMITTED to maintaining and strengthening close and friendly relations between the two countries,

RECOGNISING the importance in continuing the conduct of technical and development cooperation between the two countries,

GUIDED by the overall programme of reforms embodied in the Federal Democratic Republic of Ethiopia’s Growth and Transformation Plan,

GUIDED by Irish Aid’s Country Strategy Paper for Ethiopia,

RECOGNISING the need to continue efforts to eliminate poverty,

HAVE AGREED as follows:

Article 1

Scope

This Agreement provides an overarching framework for technical and development cooperation between the Parties and sets out the general terms and conditions by which the Government of Ireland shall provide development cooperation assistance to contribute to the Federal Democratic Republic of Ethiopia’s growth and transformation.

Article 2

Underlying Principles

- (1) Cooperation between the Government of Ireland and the Government of the Federal Democratic Republic of Ethiopia, and this Agreement in its entirety, shall be based on the respect by both Parties for democratic values, human rights, effective stewardship of resources and precepts of international law.
- (2) Where funds from the Government of Ireland use the financial systems of the Government of the Federal Democratic Republic of Ethiopia, the Government of the

Federal Democratic Republic of Ethiopia shall accept responsibility for accounting for these funds, for management of implementation of the relevant programme(s) and for ensuring that activities are implemented in accordance with the financing agreements governing the funding.

Article 3

Nature of Assistance

- (1) Under this Agreement the Government of Ireland may, inter alia:
 - (i) support development cooperation between the two countries in specific sectors;
 - (ii) provide financial resources, capital goods and materials and equipment for the implementation of relevant projects and programmes;
 - (iii) engage consultants and experts to carry out specific tasks relating to the implementation of projects;
 - (iv) place advisers at the disposal of the Federal Democratic Republic of Ethiopia at federal, regional or other level; and
 - (v) promote technology transfer between institutions and agencies in both countries through the provision of professional personnel, facilitating exchange visits and by making available articles of equipment.
- (2) Assistance under this Agreement may include support by the Government of Ireland for the training in Ireland, the Federal Democratic Republic of Ethiopia or elsewhere, of Ethiopian nationals in areas relevant to the social and economic development needs of the Federal Democratic Republic of Ethiopia.
- (3) The Government of Ireland shall ensure that the Ministry of Finance and Economic Development of the Federal Democratic Republic of Ethiopia is continually updated on programme expenditure and that programme expenditure is aligned with Government of the Federal Democratic Republic of Ethiopia's development priorities.
- (4) The Government of the Federal Democratic Republic of Ethiopia shall ensure the effective utilisation of the personnel, services and material resources provided by the Government of Ireland.

Article 4

Personnel

- (1) Personnel assigned by the Government of Ireland under this Agreement shall be defined as officers whose salaries and allowances are fully paid by the Government of Ireland and whose appointments and contracts of service are arranged by the Government of Ireland, but shall exclude nationals or permanent residents of Ethiopia. Personnel assigned by the Government of Ireland may include diplomats, administrative and technical staff, service

staff, programme managers, programme officers, project personnel, technical advisers and consultants. Their assignments can be short term or long term in accordance with their agreed tasks and duties.

- (2) The Government of the Federal Democratic Republic of Ethiopia shall exempt personnel assigned by the Government of Ireland under this Agreement from income tax and any other direct taxes on the emoluments paid to them by the Government of Ireland for their services in the Federal Democratic Republic of Ethiopia.
- (3) The Government of Ireland shall ensure that contracts concluded with all personnel assigned under this Agreement contain provisions obliging them:
 - (i) to respect the laws of the Federal Democratic Republic of Ethiopia; and
 - (ii) not to engage in gainful employment other than their assignment under this Agreement.
- (4) The Government of the Federal Democratic Republic of Ethiopia shall ensure that all personnel assigned under 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 the Federal Democratic Republic of Ethiopia.
- (5) The Government of the Federal Democratic Republic of Ethiopia shall issue multiple entry visas and residence permits to personnel assigned under this Agreement and to their family members.

Article 5

Privileges and Exemptions

- (1) The Government of the Federal Democratic Republic of Ethiopia shall exempt from all customs duties, sales tax and other similar public charges the household goods and personal effects imported into the Federal Democratic Republic of Ethiopia by personnel assigned under this Agreement, their spouses, civil partners and dependent children for their exclusive use in the Federal Democratic Republic of Ethiopia. Exemption shall also be given in respect of any duties, taxes or public charges on the export of household goods and personal effects on completion of the period of service of the officer under this Agreement.
- (2) The Government of the Federal Democratic Republic of Ethiopia shall give assistance in clearing the household goods and effects referred to in this article through customs.
- (3) Personnel assigned under this Agreement 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 a vehicle duty-free in the Federal Democratic Republic of Ethiopia. If a vehicle imported or purchased under this exemption is damaged beyond repair or otherwise lost or stolen

without neglect on the part of the personnel assigned under this Agreement, they shall be permitted by the Government of the Federal Democratic Republic of Ethiopia to import another vehicle for personal use free of duties and taxes.

- (4) The Government of the Federal Democratic Republic of Ethiopia shall allow all personnel assigned under this Agreement to operate a bank account. Bank accounts opened in the Federal Democratic Republic of Ethiopia by such personnel shall remain at their exclusive disposal and the balances on any such account shall be freely transferable into 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 Ethiopian sources, in accordance with the regulations of the National Bank of Ethiopia.

Article 6

Liability and Immunities

- (1) The Government of Ireland shall not bear any responsibility in respect of any claims howsoever arising from or in connection with activities funded under the terms of this Agreement.
- (2) Without prejudice to the foregoing provision, the Government of Ireland shall not bear any responsibility in respect of third parties employed or engaged by implementing partners (including the Government of the Federal Democratic Republic of Ethiopia) or in respect of any person who claims through or against implementing partners arising out of the implementation of this Agreement.
- (3) Personnel assigned under this Agreement and their family members shall not be detained or prevented from leaving the Federal Democratic Republic of Ethiopia during or following their posting for acts performed in the discharge of their duties, other than criminal offences committed by them.
- (4) The Government of the Federal Democratic Republic of Ethiopia shall indemnify and hold free from any charge, damage, loss or outlay the Government of Ireland and the personnel assigned under this Agreement, as well as nationals or permanent residents of Ethiopia, in respect of all claims for negligence or breach of contract arising out of acts performed by said personnel or staff under this Agreement unless it is established that the claim arises as a result of wilful or gross negligence. In like manner the Government of the Federal Democratic Republic of Ethiopia shall indemnify the Government of Ireland in respect of all court orders arising out of the same.
- (5) The Government of Ireland shall place at the disposal of the Government of the Federal Democratic Republic of Ethiopia any information or render any assistance required for the handling of any claim or case to which this Article relates.

(6) This Article is without prejudice to any immunity applicable under the 1961 Vienna Convention on Diplomatic Relations or other source of law.

Article 7
Support for Activities

- (1) The Government of the Federal Democratic Republic of Ethiopia shall give exemption from 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.
- (2) The Government of the Federal Democratic Republic of Ethiopia shall assist in the speedy handling, clearing and forwarding of the materials and goods supplied under this Agreement.
- (3) The Government of the Federal Democratic Republic of Ethiopia shall ensure that no currency or foreign exchange controls be imposed on funds brought into the Federal Democratic Republic of Ethiopia by the Government of Ireland, or by personnel acting on behalf of the Government of Ireland, for purposes within the remit of this Agreement and that the balances on such accounts are freely convertible into any convertible currency.

Article 8
Project and Programme Agreements

The Parties shall endeavour to cooperate and assist each other in various fields on the basis of this Agreement. To that end, they may sign and conclude individual project or programme Agreements by way of memoranda of understanding or otherwise.

Article 9
Amendment

This Agreement may be amended by mutual written consent of the Parties.

Article 10
Settlement of Disputes

The Parties will endeavour to settle any disputes arising from this Agreement amicably through diplomatic channels.

Article 11
Entry into Force

This Agreement shall enter into force on the day of its signature.

Article 12
Termination

- (1) This Agreement may be terminated by either Party with six months' written notice to the other Party.
- (2) This Agreement replaces and terminates the Agreement on Technical Cooperation signed on 21 February 1995 between the Government of Ireland and the Transitional Government of Ethiopia.

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

Done in duplicate this 3rd day of November 2014.

Seán Sherlock

For the Government of Ireland

Ato Ahmed Shide

**For the Government of the Federal
Democratic Republic of Ethiopia**