

No. 8169

**BELGIUM
and
TUNISIA**

Special Arrangement concerning programmes of co-operation in the matter of personnel drawn up by agreement between the Government of the Republic of Tunisia and the Government of the Kingdom of Belgium (with annexes). Signed at Tunis, on 15 July 1964

Official text : French.

Registered by Belgium on 24 March 1966.

**BELGIQUE
et
TUNISIE**

Arrangement particulier relatif aux programmes de coopération en personnel, arrêtés de commun accord entre le Gouvernement de la République tunisienne et le Gouvernement du Royaume de Belgique (avec annexes). Signé à Tunis, le 15 juillet 1964

Texte officiel français.

Enregistré par la Belgique le 24 mars 1966.

[TRANSLATION — TRADUCTION]

No. 8169. SPECIAL ARRANGEMENT¹ CONCERNING PROGRAMMES OF CO-OPERATION IN THE MATTER OF PERSONNEL DRAWN UP BY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TUNISIA AND THE GOVERNMENT OF THE KINGDOM OF BELGIUM. SIGNED AT TUNIS, ON 15 JULY 1964

Pursuant to the Convention concerning technical co-operation concluded on 15 July 1964² between the Republic of Tunisia and the Kingdom of Belgium, and particularly articles 1, 2, 5 and 7 thereof, the Government of the Republic of Tunisia and the Government of the Kingdom of Belgium have agreed upon the following provisions :

Article 1

The experts and technicians approved by the Belgian Government for technical co-operation activities in Tunisia shall be employed by the Tunisian Government under a contract of employment, the model of which is reproduced in annex 1 to this Agreement.

Article 2

The annual fixed remuneration provided for in article 10 of the contract of employment referred to in article 1 above shall be calculated as follows :

(1) The expert or technician shall receive as a minimum the Tunisian remuneration and index number corresponding to the degree or diploma which he holds.

The correspondence between Belgian degrees and diplomas and the minimum Tunisian recruitment remuneration scales and index numbers shall be decided by agreement between the two Governments.

Tables establishing the said correspondence in the case of experts and technicians recruited for the Tunisian educational system and other sectors of the Tunisian administration shall be drawn up by agreement between the two Governments.

(2) In addition, the experts and technicians shall, at the time of their appointment, be entitled to an adjustment of the index number and salary level shown in the tables referred to in paragraph (1) above, depending on the professional

¹ Came into force on 15 July 1964, in accordance with the provisions of the first paragraph of article 5.

² See p. 59 of this volume.

acquise par les intéressés dans l'enseignement ou dans la profession correspondant à l'activité qu'il sera amené à exercer en Tunisie.

Ce reclassement d'indice et d'échelon est accordé à raison d'un échelon barémique par période entière de 2 1/2 ans de pratique professionnelle acquise dans le même grade antérieurement au recrutement en Tunisie. Le tableau annexe 2 indique la rémunération forfaitaire correspondant aux divers indices et échelons tunisiens de rémunération. Ultérieurement, ce tableau pourra être complété de commun accord, par les gouvernements, selon le même mode de calcul.

Postérieurement au recrutement, les reclassements indiciaires et changements d'échelons sont accordés aux experts et techniciens dans les mêmes conditions que celles en vigueur à l'égard des fonctionnaires tunisiens de même grade et de même emploi, ainsi qu'il est prévu à l'article 11 du contrat d'engagement.

3^o) Outre les rémunérations tunisiennes calculées ainsi qu'il est prévu sub 1) et 2) ci-avant, la rémunération forfaitaire indiquée à l'article 10 du contrat d'engagement comprend les primes de rendement, primes de réalisation et autres primes et indemnités accordées aux fonctionnaires tunisiens de même grade et de même emploi, en raison des fonctions exercées ou de la qualité des services accomplis.

Article 3

Les impôts visés à l'article 17 du contrat d'engagement prévu à l'article 1^{er}, sont fixés selon le tableau repris en annexe 3.

Article 4

Les experts et techniciens agréés par le Gouvernement Belge au titre de la coopération technique, bénéficient de plein droit, à charge du Trésor Belge, des garanties et avantages reconnus par la législation et la réglementation belges en vigueur, au personnel de la coopération technique.

Le Gouvernement Belge porte cette législation et cette réglementation, ainsi que toute modification éventuelle qui y serait apportée, à la connaissance du Gouvernement Tunisien.

Article 5

Le présent arrangement produira ses effets à partir du jour de la signature de la convention de coopération technique.

Il peut être complété ou modifié, de commun accord des parties, par simple échange de lettres entre les deux gouvernements.

experience they have acquired in teaching or in the profession related to the duties which they are to perform in Tunisia.

Index numbers and salary levels shall be adjusted by one step for each complete period of two and a half years of professional experience acquired in the same grade prior to recruitment in Tunisia. The table reproduced in annex 2 shows the fixed remuneration corresponding to the various Tunisian index numbers and salary steps. Additions to this table, based on the same method of calculation, may be made at a later stage by agreement between the Governments.

After recruitment, the experts and technicians shall be entitled to index number and salary level adjustments on the same conditions as those applicable to Tunisian personnel of the same rank and occupation, as provided for in article 11 of the contract of employment.

(3) In addition to the Tunisian salary calculated in the manner described in paragraphs (1) and (2) above, the fixed remuneration referred to in article 10 of the contract of employment shall include efficiency and performance bonuses and other bonuses and allowances payable to Tunisian personnel of the same rank and occupation in respect of duties performed or the quality of the work done.

Article 3

The taxes referred to in article 17 of the contract of employment mentioned in article 1 above shall be determined in accordance with the table reproduced in annex 3.

Article 4

The experts and technicians approved by the Belgian Government for technical co-operation activities shall be entitled automatically, at the expense of the Belgian treasury, to the guarantees and privileges accorded to technical co-operation personnel under the Belgian laws and regulations in force.

The Belgian Government shall inform the Tunisian Government of the provisions of these laws and regulations, and of any amendments thereto.

Article 5

This Arrangement shall take effect from the date of signature of the Convention concerning technical co-operation.

It may be amplified or amended by agreement between the Parties, by a simple exchange of letters between the two Governments.

It shall remain in force for a period of six months after one of the Parties denounces it, but such denunciation shall not terminate this Arrangement before the end of the year in which the denunciation is made.

IN WITNESS WHEREOF the plenipotentiaries duly authorized for the purpose have signed this Arrangement.

For the Government
of the Republic of Tunisia :

Ahmed BEN SALAH

For the Government
of the Kingdom of Belgium :

M. BRASSEUR

ANNEX I

CONTRACT OF EMPLOYMENT

The undersigned :

The Secretary of State for acting on behalf of the Tunisian Government of the one part,

and Mr. (Mrs.) (Miss)

nationality, at present residing at, of the other part,

have agreed as follows :

Article 1

The Secretary of State for

at Tunis, undertakes to employ Mr. (Mrs.) (Miss)

on a temporary basis as a

for duties at

Article 2

This contract shall enter into force on It shall be valid for a period of two years. At the end of this initial period of two years it may be renewed by tacit agreement for further periods of two years unless it is denounced by either of the two parties at least three months before its date of expiry.

Article 3

During his (her) term of service in Tunisia, Mr. (Mrs.) (Miss) shall be under the authority of the Tunisian administration and shall be required to comply with its regulations and instructions.

In particular, he (she) shall undertake :

(a) To devote all his (her) professional activities to the work to which he (she) has been assigned and not to engage in any private activities other than those customarily performed in the Office of the Secretary of State for

(b) To observe professional secrecy and discretion regarding facts, information or documents relating to his (her) work;

(c) Not to engage in any political activity on Tunisian territory.

Article 4

In the event of serious misconduct or professional incompetence, Mr. (Mrs.) (Miss) may at any time be dismissed by decision of the Secretary of State for without prior notice or compensation. In this event, however, repatriation expenses for himself (herself) and his (her) family from Tunisia to his (her) country of origin shall be reimbursed on the conditions specified in article 12, paragraphs (a) and (c), of this contract.

Before announcing its decision, the Tunisian Government shall advise the Belgian Government through its representative of the action which it proposes to take. The latter may refer the matter to the Mixed Commission provided for in article 8 of the Belgo-Tunisian Convention concerning technical co-operation.

Article 5

The number of hours which Mr. (Mrs.) (Miss) is required to work per week, and the leave and other holidays to which he (she) is entitled, shall be those applicable in Tunisia in the service and to the category of staff to which Mr. (Mrs.) (Miss) is assimilated by reason of the duties he (she) performs.

Article 6

In the event of duly certified illness incapacitating him (her) from the performance of his (her) duties, Mr. (Mrs.) (Miss) shall automatically be granted leave; he (she) shall be entitled to receive his (her) remuneration for up to three months in any period of twelve months.

If on the expiry of this leave Mr. (Mrs.) (Miss) is unable to resume his (her) duties, this contract may be terminated unilaterally by In this event, Mr. (Mrs.) (Miss) shall be entitled to repatriation expenses for himself (herself) and his (her) family on the conditions specified in article 12, paragraphs (a) and (c), of this contract.

Article 7

In the event of confinement, Mrs. shall be entitled to paid leave of one month and a half. If at the end of this period she is unable to resume her duties, she may be granted additional paid sick leave which shall be limited in each case to one month and a half.

If on the expiry of this leave she is unable to resume her duties, this contract may be terminated unilaterally by In this event, Mrs. shall be entitled to repatriation expenses for herself and her family on the conditions specified in article 12, paragraphs (a) and (c), of this contract.

Article 8

In the event of accident or illness attributable to service, Mr. (Mrs.) (Miss) shall be entitled to receive his (her) remuneration until he (she) is able to resume his (her) duties, or until the disability resulting from the accident or illness can be assessed by experts.

If this contract expires before Mr. (Mrs.) (Miss) recovers from the illness, injury or disability, it shall automatically be prolonged until the time of such recovery.

In addition, the Tunisian Government shall reimburse the medical and pharmaceutical expenses incurred. Hospital expenses, however, shall be reimbursed at the rates fixed in the "*Régime de Prévoyance des Fonctionnaires de l'État Tunisien*".

If the accident or illness causes permanent total or partial disability, the Tunisian Government shall grant a disability pension equal to two thirds of the annual remuneration specified in this contract, multiplied by the disability factor as determined by experts.

In the event of death, the Tunisian Government shall, at the request of the family, arrange for the transportation of the body and the repatriation of dependants on the conditions specified in article 12, paragraphs (a) and (c) of this contract.

Article 9

If in view of the exigencies of the service it is impossible to retain him (her) in the same post, Mr. (Mrs.) (Miss) may be transferred to another post either during the year or at the beginning of the next school year. In this event, Mr. (Mrs.) (Miss) shall be guaranteed the following:

- transfer to a locality of at least the same size, affording the same educational facilities for his (her) children;
- transfer of his (her) spouse to the same locality if the latter is in the service of the Tunisian State;
- reimbursement of expenses incurred in connexion with the change of residence.

Article 10

During his (her) term of service in Tunisia, Mr. (Mrs.) (Miss) shall receive an annual fixed remuneration of (salary index number). In addition he (she) shall, where appropriate, receive at the rates in force in Tunisia:

- family allowances, on submission of a special declaration;
- compensation for overtime.

Article 11

Mr. (Mrs.) (Miss) shall be entitled to the index number adjustments, general salary increases and promotions in level and rank accorded to Tunisian officials of the same rank and occupation.

Article 12

For the purpose of travel to his (her) place of recruitment in Tunisia, Mr. (Mrs.) (Miss) shall be entitled :

(a) to reimbursement at the air tourist-class rate of travel expenses from Brussels to Tunis for himself (herself) and where appropriate for his (her) spouse and any children recognized as dependants under the Tunisian laws on family allowances;

(b) provided that he (she) is head of the family, to reimbursement of hotel expenses for himself (herself) and his (her) family, calculated at the rates in force in Tunisia, for a maximum period of fifteen days;

(c) to reimbursement of his (her) travel expenses from Tunis to his (her) duty station.

Article 13

On the expiry of this contract, Mr. (Mrs.) (Miss) shall be entitled to reimbursement of his (her) repatriation expenses on the same conditions as for his (her) recruitment (article 12 above).

Article 14

For each period equal to two years of service, Mr. (Mrs.) (Miss) shall be entitled for himself (herself), his (her) spouse and any children recognized as dependants under the Tunisian law on family allowances, to a grant equal to the cost of travel from his (her) duty station in Tunisia to Brussels and return at the air tourist-class rate.

Article 15

Mr. (Mrs.) (Miss) shall be entitled to reimbursement of expenses in transporting his (her) household goods up to a maximum of four tons, this figure to be reduced by half for unmarried persons and increased by 500 kg for each dependent child.

Mr. (Mrs.) (Miss) shall be entitled to advance payment of 80 per cent of the estimated cost of transporting his (her) household goods. Such goods shall be transported by sea.

Article 16

Mr. (Mrs.) (Miss) shall be entitled at any time to transfer to his (her) country of origin 50 per cent of his (her) remuneration and allowances as specified in article 10 above and, during the summer holiday period, the entire amount of

such remuneration. The Tunisian Government shall afford him (her) all necessary facilities for this purpose, the administrative formalities to be completed at the instance of the Office of the Secretary of State for

Article 17

The direct taxes payable by Mr. (Mrs.) (Miss) on the emoluments received in pursuance of article 10 above shall be assessed as a fixed percentage of the gross remuneration less family allowances, and shall be deducted monthly from the emoluments at the rate indicated in the attached table.

The Government of the Tunisian Republic shall exempt Mr. (Mrs.) (Miss) throughout his (her) term of service, from payment of taxes and other fiscal charges on his (her) salary and emoluments if the latter are paid by the Belgian Government.

Article 18

On taking up his (her) appointment, Mr. (Mrs.) (Miss) shall be required to produce such documents from his (her) administrative file as may be requested. Failure to do so may lead to cancellation of this contract.

Article 19

The expenses involved in the application of article 10 of this contract shall be charged to the funds allocated to the Office of the Secretary of State for

Article 20

Any dispute arising out of the application of this contract may, failing an amicable settlement, be referred to the Mixed Commission provided for in article 8 of the Convention concerning technical co-operation.

DONE at Tunis on

Read and approved :
The expert or technician

Read and approved :
The Secretary of State

ANNEX 2

FIXED REMUNERATION PAYABLE IN TUNISIA TO EXPERTS AND TECHNICIANS ENTITLED TO THE BENEFITS OF THE BELGIAN TECHNICAL CO-OPERATION PROGRAMME

<i>Tunisian index number</i>	<i>Fixed annual remuneration in dinars¹</i>	<i>Tunisian index number</i>	<i>Fixed annual remuneration in dinars¹</i>
185	492,866	385	1,103,166
218	588,180	395	1,134,900
225	609,600	400	1,150,766
240	655,500	410	1,182,500
250	686,100	425	1,230,100
260	716,700	430	1,245,966
262	722,820	435	1,261,833
280	777,900	455	1,325,300
284	790,123	460	1,341,166
290	808,500	485	1,427,866
300	839,100	490	1,448,833
306	857,460	515	1,553,666
310	869,700	520	1,574,633
320	900,300	545	1,680,033
335	946,200	550	1,701,566
350	992,100	575	1,808,666
360	1,023,833	580	1,829,550
365	1,039,700	605	1,934,466
370	1,055,566	630	2,039,300
380	1,087,300		

¹ Not including efficiency and performance bonuses or other bonuses and allowances paid in respect of duties performed or the quality of work done.

ANNEX 3

The fixed percentages given below, which take into account the tax on salaries and wages and the *Contribution Personnelle d'État* payable by the expert or technician are applied to the total salary and remuneration received with the exception of family allowances.

Net index numbers	Unmarried persons	Married persons with dependent children						Index number	
		0	1	2	3	4	5		6
	%	%	%	%	%	%	%	%	
125-149	2.74	2.74	2.46	2.19	1.37	0.52			125-149
150-174	3.97	3.82	2.73	2.42	1.51	0.60			150-174
175-199	4.48	4.19	3.72	3.24	1.72	1.21	0.67	0.18	175-199
200-224	4.86	4.63	3.98	3.48	2.79	1.59	1.14	0.65	200-224
225-249	5.31	5.05	4.48	3.90	3.25	2.74	1.96	1.13	225-249
250-274	5.80	5.53	4.92	4.34	3.73	3.20	2.68	1.97	250-274
275-299	6.19	5.94	5.39	4.84	4.29	3.78	3.23	2.76	275-299
300-324	6.60	6.27	5.77	5.27	4.78	4.28	3.78	3.32	300-324
325-349	6.92	6.65	6.09	5.64	5.18	4.73	4.27	3.82	325-349
350-374	7.34	6.97	6.71	6.02	5.61	5.19	4.78	4.37	350-374
375-399	7.61	7.38	6.94	6.39	5.95	5.50	5.12	4.74	375-399
400-424	7.92	7.65	7.22	6.81	6.40	5.99	5.47	5.06	400-424
425-449	8.34	7.97	7.53	7.10	6.69	6.31	5.92	5.54	425-449
450-474	8.59	8.36	7.83	7.43	7.02	6.61	6.23	5.87	450-474
475-499	8.86	8.64	8.26	7.94	7.51	7.13	6.64	6.26	475-499
500-524	9.19	8.99	8.56	8.18	7.83	7.47	7.12	6.77	500-524
525-549	9.44	9.26	8.93	8.51	8.18	7.85	7.52	7.19	525-549
550-574	9.68	9.47	9.13	8.82	8.51	8.20	7.89	7.58	550-574
575-599	10.01	9.81	9.49	9.16	8.73	8.43	8.13	7.84	575-599
600-624	10.37	10.15	9.81	9.43	9.17	8.76	8.46	8.15	600-624
625-649	10.75	10.40	10.08	9.76	9.44	9.12	8.81	8.52	625-649
650-674	11.03	10.81	10.47	10.02	9.72	9.41	9.11	8.80	650-674
675-699	11.44	11.17	10.84	10.52	10.20	9.88	9.46	9.17	675-699
700	11.82	11.59	11.14	10.81	10.49	10.12	9.88	9.57	700