

No. 9530

**FRANCE
and
HONDURAS**

**Agreement on cultural and technical co-operation. Signed at
Tegucigalpa on 13 January 1968**

Authentic texts: French and Spanish.

Registered by France on 28 April 1969.

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Enregistré par la France le 28 avril 1969.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON CULTURAL AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF HONDURAS

The Government of the French Republic and

The Government of the Republic of Honduras,

Desiring to facilitate and develop exchanges between the two countries in the fields of education, literature, science and the arts;

Having decided to take steps to promote a better knowledge of each other's language and culture;

Desiring to establish the general framework of their co-operation in the scientific and technical field;

Agree upon the following provisions :

Article I

The Government of the French Republic and the Government of the Republic of Honduras decide to organize cultural, technical and scientific co-operation between the two States in such fields and according to such methods as will be determined, as appropriate, by means of supplementary arrangements made under the present Agreement, which shall serve as the basic agreement.

Article II

Each Contracting Party shall promote the teaching of the language, literature and culture of the other.

In particular, the Government of the Republic of Honduras shall endeavour to develop the teaching of French in its official establishments and to encourage its development in private establishments.

It shall also promote the teaching of the French language by radio, television and any other means outside the schools.

Article III

The Contracting Parties, recognizing the importance of training teachers to give instruction in the French language and culture in Honduras, shall

¹ Came into force on 19 July 1968, the date of the last of the communications by which the Contracting Parties informed each other of the fulfilment of the constitutional procedures required to that effect, in accordance with article XVI.

assist each other to that end, in particular by organizing, to the extent of their abilities, advanced training courses for teachers and study missions. Teachers assigned to the administrative departments or academic institutions of the other country shall receive from the authorities of the latter a remuneration to be fixed by contract on an individual basis.

Article IV

Each Contracting Party shall facilitate the establishment and operation in its territory of the cultural, scientific and technical institutions, such as scientific institutes, cultural centres, cultural associations, research centres and educational establishments, which the other Party may wish to establish therein. Each Contracting Party shall also promote the operation of private establishments co-operating in its territory in the teaching of the language and culture of the other Party.

Article V

The Contracting Parties shall organize, to the extent of their abilities, the sending or exchange of teachers, students, research workers, cultural and scientific figures and leaders of university and non-university cultural groups.

Article VI

Each Contracting Party shall endeavour to promote the award of scholarships to students wishing to pursue their studies or complete their education in the other State. The selection of candidates for such scholarships shall be arranged by agreement between the Embassy of France at Tegucigalpa and the Honduran authorities.

Article VII

The Contracting Parties shall facilitate, on a basis of reciprocity and within the framework of their respective legislations, the entry into and distribution in their territories of :

- books, periodicals, other cultural, scientific and technical publications and catalogues from the other Party ;
- films, radio and television productions and musical compositions (in the form of scores and sound recordings);
- works of art and reproductions thereof.

They shall give their support, to the best of their abilities, to the exchanges envisaged in these fields and to the organization of concerts, exhibitions, theatrical productions and all other artistic performances designed to promote a better understanding of their respective cultures.

Article VIII

With a view to bringing about cultural, scientific and technical co-operation, each Government shall endeavour, at the request of the other Government, to arrange, on the basis of joint financing, for :

(a) The assignment of experts, advisers and technicians to the other Party for any of the following purposes :

- either to participate in the preparation of cultural or technical projects;
- or to collaborate in the training of scientific, technical, teaching or administrative personnel and in vocational training;
- or to provide technical assistance on specific problems;
- or to contribute to the study of projects carried out within the framework of international organizations and selected by agreement between the two Governments.

(b) Participation in seminars, vocational training programmes, demonstration projects, working groups of experts, advisers and technicians, and activities related to the foregoing.

(c) The organization of training or advanced training courses and the granting of scholarships or fellowships.

(d) The exchange of documentary material, the sponsoring of lectures, the presentation of films and the dissemination of cultural, technical and scientific information by any other means.

(e) Any other forms of technical and scientific co-operation which may be agreed upon by the Parties.

Article IX

Each year the Government of the French Republic and the Government of the Republic of Honduras shall consider and determine the programme for the following year, particular attention being given to the results already achieved. The said programme may be modified in the course of the year by agreement between the two Governments.

Article X

The French experts, engineers, teachers, instructors and other technicians sent to Honduras pursuant to this Agreement and the supplementary arrangements provided for in article I above shall be subject during their stay in the territory of that State to the following régime :

(a) The Government of the Republic of Honduras shall exempt from all customs duties and other charges, from import and export prohibitions and restrictions and from all other fiscal charges the personal and household goods brought into the country by the French experts, engineers, teachers, instructors

and other technicians and members of their families, as of the date on which they commence their activities in Honduras. The exemption shall apply to one automobile for each French expert, engineer, instructor, teacher or other technician, provided that the duration of his mission in Honduras is for a period of at least ten months. The transfer of the automobile shall be subject to the rules applied by the Government of the Republic of Honduras to the experts of the United Nations and the specialized agencies.

(b) The French experts, engineers, teachers, instructors and other technicians shall enjoy immunity from jurisdiction in respect of acts performed by them in the exercise of their duties.

(c) In general, the Government of the Republic of Honduras shall apply in respect of the French experts, engineers, teachers, instructors and other technicians, members of their families, and their property, assets and salaries the same provisions as those which apply to the experts of the United Nations¹ and the specialized agencies.²

Article XI

If under the arrangements mentioned in article I, the French Government supplies to the Government of Honduras or to groups or organizations designated by agreement between them machinery, instruments or equipment, the Government of Honduras shall authorize the entry of such supplies and shall exempt them from customs duties and other charges and from import prohibitions and restrictions and all other fiscal charges. The same exemptions shall apply to the cultural, scientific and technical materials intended for the establishments mentioned in article IV and to the materials listed in article VII.

Article XII

Each Contracting Party shall appoint technicians to collaborate with the experts sent by the other Party for the purposes set forth in article VIII. Such experts, in the performance of their mission, shall supply the technicians thus appointed with all possible information regarding the methods, techniques and practices used in their respective fields and the principles on which such methods are based.

Article XIII

The authority to whom experts, advisers, teachers or technicians are assigned shall take the necessary steps to provide whatever work, transport, office and

¹ United Nations, *Treaty Series*, Vol. 1, p. 15, Vol. 90, p. 327. (corrigendum to Vol. 1, p. 18).

² United Nations, *Treaty Series*, Vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see Vol. 71, p. 318; Vol. 79, p. 326; Vol. 117, p. 386; Vol. 275, p. 298; Vol. 314, p. 308; Vol. 323, p. 364; Vol. 327, p. 326; Vol. 371, p. 266; Vol. 423, p. 284, and Vol. 559, p. 348.

other facilities and whatever equipment and staff they may need for the performance of their mission.

Article XIV

The financial provisions for missions of French experts in Honduras shall be as follows :

(a) Long-term missions (at least ten months) : the Government of the Republic of Honduras shall pay the experts a remuneration to be fixed by contract on an individual basis and shall bear the cost of their travel from Paris to their duty station. The Government of the French Republic shall pay them a supplementary remuneration, if necessary, and shall bear the cost of their return trip to France. This provision shall apply to experts serving in Honduras as from the date of the entry into force of this Agreement.

(b) Short-term missions : the Government of the Republic of Honduras shall pay the experts a *per diem* allowance. The Government of the French Republic shall assume the cost of their international travel and continue to pay their salaries in France.

Article XV

A Mixed Commission, to which each of the two Governments shall appoint an equal number of members and to which experts may be added shall meet in principle every two years, alternately at Paris and at Tegucigalpa. It shall be presided over in Paris by a Frenchman and at Tegucigalpa by a Honduran.

The Commission shall consider questions relating to the implementation of this Agreement and shall submit recommendations to the two Governments.

Article XVI

Each Government shall notify the other of the completion of the procedures required by its Constitution for the entry into force of this Agreement. This Agreement shall enter into force on the date of the last such notification.

Article XVII

This Agreement shall remain in force for a period of five years. Thereafter it may be extended by tacit agreement for further periods of five years, during which it may be denounced at any time by either Party, such denunciation to take effect upon the expiry of six months' notice.

DONE at Tegucigalpa, on 13 January 1968, in duplicate in the French and Spanish languages, both texts being equally authentic.

For the Government
of the French Republic :

Frédéric MAX
Ambassador of France
to Honduras

For the Government
of the Republic of Honduras :

D^r. Tiburcio CARÍAS CASTILLO
Minister for Foreign Affairs
of the Republic of Honduras