

**No. 9933**

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**FRANCE**  
**and**  
**MOROCCO**

**Convention concerning administrative and technical co-  
operation (with standard contract and annexes). Done  
at Rabat on 6 February 1957**

*Authentic text : French.*

*Registered by France on 8 October 1969.*

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**FRANCE**  
**et**  
**MAROC**

**Convention sur la coopération administrative et technique  
(avec contrat type et annexes). Faite à Rabat le  
6 février 1957**

*Texte authentique : français.*

*Enregistrée par la France le 8 octobre 1969.*

[TRANSLATION — TRADUCTION]

## CONVENTION<sup>1</sup> CONCERNING ADMINISTRATIVE AND TECHNICAL CO-OPERATION

The President of the French Republic and His Majesty the Sultan of Morocco

Have decided to conclude this Convention concerning administrative and technical co-operation, to which are appended the text, mutually agreed upon, of the standard contract for the recruitment of French personnel under the technical co-operation scheme and the annexes relating to articles 19, 24-26 and 26.

For that purpose they have appointed as their plenipotentiaries :

The President of the French Republic :

Mr. Roger Lalouette, Chargé d'Affaires a.i. of the French Republic in Morocco;

His Majesty the Sultan of Morocco :

H.E. Mr. Abderrahim Bouabid, Minister of National Economy, deputizing for the Minister for Foreign Affairs.

Who, having exchanged their full powers, found in good and due form,

Have agreed as follows :

### CHAPTER I

## FRANCO-MOROCCAN TECHNICAL CO-OPERATION

### Section 1

#### CONCERNING THE EXCHANGE OF DOCUMENTATION AND SERVICES

#### *Article 1*

The two contracting parties undertake to afford each other mutual assistance for the organization and development of their respective resources in respect of documentation, research and technical and administrative training.

<sup>1</sup> Came into force on 15 February 1957, the date agreed upon between the two Governments by an exchange of letters dated at Rabat on 6 February 1957.

*Article 2*

The study and research services of the two countries shall co-operate closely. They shall exchange all information and documentation and consult each other with a view to preparing work programmes making maximum use of the resources available to each service.

*Article 3*

Each Government shall make available to the other the technical documentation which it needs.

The two contracting parties shall agree upon the manner in which :

(a) the technical services of each are to transmit the documentation available to them directly to their respective counterparts;

(b) the research and experimentation services of each of the two countries are to be made available to the other with a view to carrying out specific work on behalf of the other, following its instructions and at its expense;

(c) the utilization and development of the jointly compiled documentation and the application of the experiments conducted with the participation of the relevant services of the two countries may be co-ordinated for projects of common interest.

*Article 4*

The French Government undertakes to support the candidacy, and to facilitate the representation, of the Moroccan Government in the international organizations constituted to promote, within the context of international co-operation, the dissemination and exchange of documentation, experience and services in technical and administrative matters.

Pending Morocco's admission to these bodies, the French Government undertakes to supply the Moroccan Government with all the relevant documentation at its disposal.

*Article 5*

At the request of the Moroccan Government, the French Government shall place teams at its disposal to carry out studies or participate in cultural, economic, financial or technical projects, or to help to establish or reorganize a service.

## Section 2

ASSISTANCE TO BE GIVEN BY THE FRENCH GOVERNMENT TO THE MOROCCAN GOVERNMENT TO FACILITATE AND ACCELERATE THE TRAINING AND ADVANCED TRAINING OF MOROCCAN TECHNICIANS AND CIVIL SERVANTS

*Article 6*

With a view to enabling the Moroccan Government to train its technicians and civil servants in optimum conditions and as rapidly as possible, the French Government undertakes to make access to all French educational and instructional establishments freely available to the nominees of the Moroccan Government and, where necessary, to provide for their accelerated training.

*Article 7*

The French Government shall provide the Moroccan Government with the list of public and private educational and instructional institutions concerned with technical training.

It shall take the necessary steps to enable the nominees of the Moroccan Government wishing to acquire theoretical and practical training or to attend practical advanced training courses to attend these institutions on special terms, which may, if necessary, depart from the admission arrangements for foreign nominees.

With a view to promoting the rapid training of Moroccan technical personnel, the French Government further undertakes to organize for the benefit of the nominees of the Moroccan Government, accelerated educational and training seminars, and also practical training courses in the services of public and private enterprises.

*Article 8*

As regards the accelerated training of civil servants, the measures referred to in article 6 may take the form of :

(a) accelerated educational and training seminars organized in special centres, to which the Moroccan nominees shall be admitted as students attending lectures only or as foreign students;

(b) equivalent training courses in the French government services.

Accelerated advanced practical training courses may be similarly organized in the French schools of instruction and in the French government services for Moroccan civil servants selected by their Government.

*Article 9*

In order to facilitate the routine training of Moroccan civil servants, the French Government shall take the necessary steps to enable :

(a) nominees of the Moroccan Government to be admitted, as foreigners, or where appropriate on the same competitive terms as French personnel, to French establishments which provide training or advanced training for certain categories of officials;

(b) nominees of the Moroccan Government who fulfil the same conditions in the matter of degrees and diplomas as those required of French nominees, or equivalent conditions, to be admitted to the courses in French establishments which provide training or advanced training for certain categories of civil servants;

(c) nominees of the Moroccan Government belonging to a category of civil servants who, in France, have to attend a school of instruction (*école d'application*), to be admitted to that school.

*Article 10*

Notwithstanding the preceding article, and with a view to accelerating the formation of Moroccan administrative cadres, the French Government undertakes to take exceptional measures to facilitate the admission of the Moroccan Government's nominees to all French educational and instructional establishments in the administrative and technical sectors.

*Article 11*

In order to enable Moroccan civil servants to benefit from the experience of the French services, the French Government shall take the necessary steps :

(a) to admit to the Centre des Hautes Études Administratives Moroccan senior civil servants nominated by their Government who fulfil the conditions as to grade normally required of French nominees;

(b) to organize, at the request of the Moroccan Government and in agreement with it, centres of advanced training within certain administrative establishments;

(c) to enable Moroccan civil servants to supplement their practical training by attending a training course in a French service.

## CHAPTER II

PERSONNEL ASSISTANCE TO BE GIVEN BY FRANCE  
TO THE MOROCCAN GOVERNMENT

## Section I

## CONTRACTING OF CIVIL SERVANTS BY THE MOROCCAN GOVERNMENT

*Article 12*

The French Government undertakes to provide the Moroccan Government with such personnel assistance as the latter may deem appropriate to request of it in the technical and administrative sectors.

*Article 13*

The personnel made available by the French Government, from the date of the entry into force of this Convention, to the Moroccan Government pursuant to article 12, shall, for the duration of their duties, be bound by a contract concluded between them and the Moroccan Government. This contract shall comprise general clauses and particular clauses; the former shall be laid down in a standard contract of the type annexed to this Convention.

*Article 14*

The Moroccan Government shall send to the French Government the list of the posts which it intends to fill pursuant to article 12 of this Convention.

A specimen contract patterned on the standard contract annexed to this Convention, supplemented where appropriate by the specific provisions for each post, shall be enclosed with this list.

*Article 15*

The French Government shall communicate to the Moroccan Government the list of nominees whom it deems competent for each of the posts to be filled, enclosing their service record and, if they are civil servants, an extract from their personal file.

*Article 16*

After considering the nominees, the Moroccan Government shall send to the nominee it selects, through the French Government, the relevant final draft contract. Written acceptance by the nominee shall signify conclusion of the contract, provided that the person concerned meets the physical fitness requirements of the Moroccan Government.

*Article 17*

The procedure laid down in articles 12 to 16 shall not preclude the Moroccan Government from recruiting personnel directly from outside the French public services, under ordinary law, to meet its administrative and technical personnel requirements.

*Article 18*

Each of the Contracting Parties undertakes to facilitate the performance by its nationals of administrative or technical duties in the service of the other, and not to take any action likely to restrict the performance of those duties in any way whatsoever.

## Section 2

SPECIAL PROVISIONS CONCERNING CIVIL SERVANTS OF FRENCH NATIONALITY  
IN THE SERVICE OF MOROCCO ON THE DATE OF THIS CONVENTION

*Article 19*

Within six months of the entry into force of this Convention, the Moroccan Government shall designate to the French Government those civil servants of French nationality holding Shereefian posts whom it intends to terminate.

Each of those civil servants shall be taken over by the French Government within three months of the relevant notice.

While they remain in the service of the Moroccan Government, these civil servants shall remain, so far as their rights and obligations are concerned, subject to the Shereefian instruments applying to them as of 31 December 1956.

The costs of repatriation to France of civil servants recruited outside Morocco, to the exclusion of any other allowance, shall be borne by the Moroccan Government at the request of those concerned, in accordance with the regulations in force in Morocco at the date of the Convention.

However, reimbursement of the cost of removing and packing their household effects can in no case exceed five twelfths of their fixed annual salary.

Applications for repatriation must be submitted within not more than two months from the date of termination.

*Article 20*

The Moroccan Government shall propose for those civil servants of French nationality who, at the date of the entry into force of this Conven-

tion, were established officials in the Shereefian government service and whom it intends to retain, contracts of one to five years subject to renewal.

Such contracts shall specify that the civil servant is no longer an official in the Shereefian government service. It shall lay down the new terms of employment, including its nature, and those of remuneration and of termination.

Pending signature of the contracts, the civil servants referred to in this article shall, as to their rights and obligations, remain bound by the Shereefian instruments applying to them as of 31 December 1956.

The French Government shall take over the civil servants under contract on the date of expiry of the contract if the contract is not renewed.

#### *Article 21*

With a view to facilitating the take-over by the French Government of the civil servants under contract, the Moroccan Government shall inform the French Government, within three months of the conclusion of the contracts referred to in the preceding article, of the number of contracts concluded for each category of civil servant and of the duration of the contracts. The Moroccan Government shall also inform the French Government of the list of contracts which it intends to renew, six months before their expiry.

#### *Article 22*

The civil servants referred to in article 20 who do not agree to sign the contract proposed shall cease to be officials in the Shereefian government service.

They shall thenceforth be given, for an interim period of not more than two years (unless covered by special agreement), a temporary status, receiving the amount of their remuneration as of 31 December 1956 and remaining subject to the régime of discipline and leave previously applying to them.

The Moroccan Government can terminate this status at any time provided that it notifies the French Government and the persons concerned three months in advance.

During the maximum interim period of two years, the appropriate procedures shall be determined by agreement between the French Government and the Moroccan Government with a view to providing, in accordance with articles 6 to 11 and 12 to 16 of this Convention, for the replacement of the French civil servants referred to in this article and the scheduling of their repatriation.



Before taking over the civil servants referred to in this article, the French Government shall take into consideration the reason which led the Moroccan Government to terminate the status referred to in the second sub-paragraph above.

#### Article 23

The Moroccan Government shall propose to those civil servants of French nationality who were seconded to Morocco on the date of the entry into force of this Convention and whom it intends to retain, renewable contracts of one to five years, of the same type as those referred to in article 13 above.

Civil servants referred to in this article who are not retained by the Moroccan Government and who fulfil the conditions laid down in the Moroccan instruments applicable on the date of the entry into force of this Convention, shall receive the repatriation allowance to which these instruments entitle them.

The Moroccan Government shall also pay to the civil servants referred to in this article who are terminated in Morocco the moneys due to them as the termination allowance under the Wazirial Order of 10 November 1951 and the instruments amending or supplementing it.

#### Article 24

The civil servants referred to in articles 20 and 22 shall continue to contribute to the pension funds to which they were affiliated on the same terms as hitherto.

The Moroccan Government shall pay into these funds an amount equivalent to the 12 per cent contribution provided for in the Shereefian instruments applicable on the date of the entry into force of this Convention.

On the date of termination in Morocco of the civil servants referred to in articles 19, 20, 22 and 23 above, the assumption by the French State of responsibility for the pension rights acquired by those civil servants during their service in Morocco shall be ensured by the Shereefian State by commuting the contributory shares for which it is liable under Act No. 53 598 of 24 May 1951 and the public administration regulations enacted for its enforcement by the *dahir* of 16 September 1953 supplementing the *dahir* of 2 March 1930 instituting the financial organization of the Moroccan Pension Fund and the regulations for implementing it.

#### Article 25

The Moroccan Government shall continue to pay to the civil servants of French nationality retired from the Shereefian services their pension entitlement as prescribed in the Shereefian instruments applicable on the date of entry into force of this Convention.

*Article 26*

Auxiliary personnel of French nationality governed by the Wazirial Order of 5 October 1931 establishing regulations for the auxiliary personnel of the public administrations of Morocco, and personnel permanently employed in Moroccan public industrial or commercial offices and establishments cannot be dismissed, except for disciplinary reasons, unless one month's notice is given.

The Moroccan Government shall continue to pay the annuities payable to auxiliary personnel of French nationality by the Moroccan Annuities Fund for auxiliary personnel of the government services of Morocco in the manner prescribed by the Shereefian instruments governing that Fund.

The same obligation shall be incumbent on the Moroccan public establishments and offices with regard to the pensions or annuities payable to their own civil servants of French nationality.

In the event of dismissal, other than for disciplinary reasons, the civil servants referred to in the second paragraph of this article shall be entitled to an annuity calculated in the manner prescribed by the legislation applicable on the date of entry into force of this Convention.

Where the civil servants referred to in the third paragraph of this article are terminated, any entitlements in respect of pensions, annuities and, where appropriate, the repayment of workers' and employers' pension contributions shall be paid in the manner prescribed in the legislative or statutory instruments which applied to them on the date of entry into force of this Convention.

The same shall apply to civil servants in concessionary public services.

*Article 27*

Administrative arrangements, to be negotiated between the two Governments, shall prescribe the manner in which the government services in each of the two countries responsible for implementing the provisions of this Convention are to co-operate at the administrative level.

IN WITNESS WHEREOF the Plenipotentiaries have signed this Convention concerning Administrative and Technical Co-operation, the standard contract and the annexes, and have thereto affixed their seals.

DONE at Rabat on 6 February 1957 in two original copies.

For France :  
Roger LALOUETTE  
[SEAL]

For Morocco :  
S.E.M. Abderrahim BOUABID  
[SEAL]

CONTRACT FOR THE RECRUITMENT OF FRENCH PERSONNEL  
UNDER THE TECHNICAL CO-OPERATION SCHEME

The Moroccan Government of the one part, and Mr. \_\_\_\_\_ of the other part, have agreed as follows :

*Article 1*

Mr. \_\_\_\_\_ is hereby recruited by the Moroccan Government under the technical co-operation scheme to carry out the duties of \_\_\_\_\_.

This contract does not confer on Mr. \_\_\_\_\_ the status of a civil servant or the right to be appointed to the regular and permanent staff of the Moroccan Government service.

*Article 2*

The term of this contract is \_\_\_\_\_ years.

It shall enter into force on \_\_\_\_\_.

This contract shall in no case be renewed or extended by tacit agreement.

If the Moroccan Government wishes to renew it, it shall so notify Mr. \_\_\_\_\_ in writing three months before its expiry.

Mr. \_\_\_\_\_ shall notify his acceptance or refusal in writing within one month. If he indicates agreement, this contract shall be renewed on the terms indicated in the offer of the Moroccan Government.

*Article 3*

Mr. \_\_\_\_\_ is placed under the authority of the Moroccan Government. He can neither request nor receive instructions from any authority other than the Moroccan authority which he serves by virtue of the duties assigned to him.

Mr. \_\_\_\_\_ shall be subject to all the laws and regulations defining the duties for which he is responsible and shall be bound, both during the term of the contract and after its expiry, to observe the most absolute discretion regarding all facts, information or documents which have come to his knowledge by virtue of or during the exercise of his duties.

He shall not engage in any political activity in Moroccan territory.

Mr. \_\_\_\_\_ undertakes, for the entire term of this contract, not to exercise directly or indirectly any gainful activity of any kind, without the express authorization of the Moroccan Government.

*Article 4*

Mr. \_\_\_\_\_ shall receive, as remuneration, an annual salary of \_\_\_\_\_ francs payable in twelve instalments at the end of each period.

*Article 5*

If the holder of this contract is recruited in France, he shall be entitled :

- (a) to reimbursement of travel expenses for himself and, where appropriate, for his spouse and minor dependent children, from his place of domicile to his duty station in Morocco, in the appropriate class;
- (b) to reimbursement of the costs of removing his household goods and personal effects, according to the scale annexed to the contract;
- (c) to an installation allowance of .

Mr. shall also be entitled to advance payment of 80 per cent of the estimated cost of his travel in accordance with paragraphs (a) and (b) above.

On the expiry of this contract, and subject to article 9, Mr. shall be entitled to reimbursement of his repatriation expenses in accordance with paragraphs (a) and (b) of this article.

*Article 6*

Mr. shall be entitled to a leave of days per year of completed service. After years of service in Morocco, he shall be entitled to an allowance representing the costs of travel to Marseilles or Bordeaux, in accordance with paragraph (a) of the preceding article.

*Article 7*

In the case of duly certified illness disabling him for work, Mr. shall be placed on sick leave.

The administration may require an examination by an approved physician or call for an expert medical opinion.

Mr. shall be entitled to his salary for a period of not more than three months.

After having exhausted his entitlement to sick leave on full pay, Mr. shall be entitled to leave on half-pay for a period of not more than three months. If, at the end of this further leave, Mr. is unable to resume his duties, the Moroccan Government may terminate this contract, without notice or compensation, subject to the provisions in the last paragraph of article 5.

If, during the term of this contract, the person concerned is absent for various periods, none of which exceeds the above maximum, but which total more than six months and more than one fifth of the term of the contract, the Government may terminate it on one month's notice.

*Article 8*

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

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

Mr. \_\_\_\_\_ shall be entitled to reimbursement of the medical or pharmaceutical expenses incurred in accordance with the regulations in force in the Moroccan civil service.

If the illness or accident attributable to service causes permanent total or partial disability, Mr. \_\_\_\_\_ shall be granted a disability pension equal to 50 per cent of the annual remuneration specified in this contract, multiplied by the disability factor as determined by experts.

#### Article 9

The Moroccan Government may at any time denounce this contract while it is in force, provided that :

- (a) it gives Mr. \_\_\_\_\_ one month's notice for each year of service, such notice not to exceed three months;
- (b) it pays him, as compensation for termination, an amount calculated on the basis of the remuneration stipulated in the contract, at the rate of one month per year of service, any period of service longer than six months being counted as a full year;
- (c) it provides for his repatriation in accordance with this contract.

This contract may also be cancelled without prior notice or compensation if, after the signature and acceptance of the contract or if, while it is in force, Mr. \_\_\_\_\_ does not report for duty within the time-limit stipulated by the government service employing him.

This contract may also be cancelled without prior notice or compensation, or *ipso jure*, if Mr. \_\_\_\_\_ is sentenced to a penalty involving imprisonment or loss of civil rights, or on the advice of the Board referred to in article 10 if he is guilty of serious professional misconduct or if he works for a third party without the authorization of the Moroccan Government.

This contract may also be cancelled without compensation on one month's notice on the advice of the Board referred to in article 10 in the event of duly established professional incompetence.

#### Article 10

A Disciplinary Board shall be constituted, comprising two members of the Moroccan Government (or their representatives), one of whom shall be the Chairman, and two French senior civil servants recruited under the technical co-operation scheme (or their alternates). The latter shall be selected from a list of ten members drawn up by the Moroccan Government, one being appointed by the party amenable to the jurisdiction of the Disciplinary Board, and the other by the Moroccan Government.

In the case of a tie-vote, the Chairman shall have the casting vote. The party concerned has the right to appear before the Disciplinary Board if he so requests. In any case he shall be informed of the complaints made against him.

For this purpose the decision to institute disciplinary proceedings against him must be communicated to him at least fifteen days before the meeting of the Disciplinary Board except in an emergency.

*Article 11*

In the event of the death of Mr. \_\_\_\_\_ during the term of this contract, the Moroccan Government shall, at the request of the deceased's family, arrange for the repatriation of the remains and of the deceased's dependants.

Payment of the deceased's salary shall continue for two months from the time of death for the benefit of his spouse and minor children, and for four months if death is caused by an accident or illness directly attributable to service.

*Article 12*

As soon as the effects of this contract cease, for whatever reason, Mr. \_\_\_\_\_ shall, under all the penalties prescribed by law, refrain for two years from exercising in Morocco, in any capacity, on this own account or for a third party, any profession or activity in which he might use the knowledge or information acquired during his term of service.

ANNEXES TO THE CONVENTION  
CONCERNING ADMINISTRATIVE AND TECHNICAL CO-OPERATION

I. ANNEX TO ARTICLE 19

Since, when article 19 of the Convention concerning Administrative and Technical Co-operation was under consideration, the Moroccan delegation did not agree that the Moroccan Government should bear the expenses of repatriation of civil servants recruited in Morocco, it was agreed between the two delegations that this question should remain pending.

II. ANNEX TO ARTICLES 24-26

In view of the fact that, by virtue of articles 24 and 26 of the Convention concerning Administrative and Technical Co-operation, the Moroccan Government guaranteed the pensions of civil servants formerly in the service of the Moroccan State, it requests the French Government to arrange to provide the same guarantee for Moroccan nationals who have subscribed or contributed to French pension funds.

The French delegation takes note of this request and declares that the French State undertakes to consider jointly with the Moroccan Government the ways and means of ensuring the reciprocity requested.

III. ANNEX TO ARTICLE 26

During the talks held on 12, 13, 14 and 15 December 1956 at Rabat on the Convention concerning Administrative and Technical Co-operation, the French delegation requested the Moroccan State to guarantee payment of the pensions and annuities payable to civil servants of French nationality in the Moroccan concessionary companies constituted pursuant to the staff rules or regulations of those bodies.

It also requested the Moroccan State not to prevent the pension regulations of concessionary companies from being amended so as to entitle the French civil servants of those companies who are separated before reaching the age and seniority at present required to qualify for a pension to receive the total amount of employees' and employers' contributions paid in towards their pension.

The Moroccan delegation has taken note of these points and states that the Moroccan Government undertakes to consider jointly with the French Government the ways and means of settling these matters.

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