

No. 10369

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**FRANCE**  
and  
**TOGO**

**General Agreement on technical co-operation (with additional protocol and exchanges of letters). Signed at Paris on 10 July 1963**

*Authentic text: French.*

*Registered by France on 18 March 1970.*

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**FRANCE**  
et  
**TOGO**

**Accord général de coopération technique (avec protocole annexe et échanges de lettres). Signé à Paris le 10 juillet 1963**

*Texte authentique: français.*

*Enregistré par la France le 18 mars 1970.*

[TRANSLATION — TRADUCTION]

GENERAL AGREEMENT ON TECHNICAL CO-OPERATION  
BETWEEN THE FRENCH REPUBLIC AND THE  
TOGOLESE REPUBLIC

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The President of the French Republic and  
The President of the Togolese Republic,

Desiring to maintain and develop relations in the field of technical and cultural co-operation based on respect for the sovereignty of the two countries,

Being anxious to see such co-operation initiated by experts and advisers and progressively to limit the assistance rendered by French personnel in the management of Togolese public services,

Have decided to conclude this Agreement

For that purpose have appointed as their plenipotentiaries :

The President of the French Republic : Mr. Raymond Triboulet, Minister-Delegate for Co-operation ;

The President of the Togolese Republic : Mr. Apedo-Amah, Minister for Foreign Affairs,

who, having exchanged their full powers, found in good and due form, have agreed on the following provisions :

*Article 1*

The Government of the French Republic agrees to render as far as possible to the Government of the Togolese Republic such aid as the latter may request for the operation of its public services and establishments of an administrative, technical and cultural nature. The aid may take the form of either special assistance for the execution of certain missions with specific objectives or the assignment of officials covered by the provisions of this Agreement.

TITLE I

ARRANGEMENTS FOR THE ASSIGNMENT OF OFFICIALS

*Article 2*

The Government of the Togolese Republic shall each year transmit to the French Government, in due time, a list of the functions and posts which it

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<sup>1</sup> Came into force on 8 February 1964 by the exchange of the instruments of ratification, which took place at Lomé, in accordance with article 12.

wishes to entrust to French personnel during the following year. For each post the list shall indicate the duty station or stations.

After considering the list, the French Government shall communicate to the Government of Togo a list of the posts which it agrees to fill and shall submit the relevant list of candidates for its approval.

The Government of the Togolese Republic shall make known its decision in respect of the candidates within a period of one month.

If the exigencies of the service so require, an official may, with the approval of the Ambassador of France, be temporarily assigned to another duty station for a period not exceeding three months.

#### *Article 3*

The period of assignment shall include the tour of duty and the leave following that tour of duty. In the case of personnel subject to the system of annual leave, however, it shall include two consecutive tours of duty and the leave which accompanies those tours.

#### *Article 4*

The Government of the French Republic and the Government of the Togolese Republic reserve the right to terminate the assignment at any time, provided that they notify simultaneously the other Government and the official concerned, giving three months' notice from the date of such notification.

Where the assignment is terminated prematurely by decision of the Government of the Togolese Republic, all the costs of the return passage shall be borne by that Government.

In exceptional cases and where, in the view of either Government, the retention of the official in his post proves impossible, the Government of the French Republic and the Government of the Togolese Republic may disregard the obligation to give notice. The grounds for the decision to disregard the said obligation must be stated.

### TITLE II

#### CONDITIONS OF EMPLOYMENT

#### *Article 5*

Technical co-operation personnel made available to the Government of the Togolese Republic shall carry out their duties under the authority of that Government and shall be obliged to comply with its regulations and instructions.

Their functions shall include the duty of ensuring the training of Togolese officials serving with them.

They shall be bound by the obligation to exercise professional discretion in all matters relating to facts or information of which they have knowledge in the performance of their duties.

They shall refrain from any act which may be detrimental to the Government of the French Republic and to the Government of the Togolese Republic.

The two Governments undertake not to require of personnel covered by this Agreement any act or manifestation of a character alien to the service.

In the performance of their duties, personnel to whom this Agreement applies shall receive aid and protection from the Government of the Togolese Republic.

#### *Article 6*

Personnel made available to the Government of the Togolese Republic shall remain subject to the system of leave and travel guaranteed to technical co-operation officials of their category.

### TITLE III

#### FINANCIAL PROVISIONS

#### *Article 7*

The Government of the French Republic shall bear the costs of :

- The difference between the total remuneration to which the personnel are entitled under the statutory or contractual provisions applicable to them and the uniform amount paid by the Togolese Government pursuant to article 8 below;
- Transportation of the personnel and their families, and of their baggage, from their place of residence to Lomé and, at the time of repatriation, from Lomé to their place of residence, subject to the provisions of article 4 above;
- The travel allowances payable for the above journeys, subject to the same reservation;
- Where appropriate, the State contribution necessary to maintain the pension rights of the personnel, calculated on the base salary for their original service grade in accordance with the rates in force under the French regulations.

*Article 8*

The Government of the Togolese Republic shall bear the costs of :

- Payment to all personnel, during the whole period of assignment as specified in article 3 above, of a uniform amount of remuneration, calculated on a basis to be agreed between the two Governments;
  
- On the conditions laid down in its own regulations, emoluments or allowances for expenses, or remuneration for actual overtime, emoluments representing rebates or refunds of taxes or custom duties, and travel or mission expenses and allowances incurred inside or outside the Togolese Republic pursuant to a decision of the Government of that Republic;
  
- Benefits in kind attaching to the post specified in the letter of appointment.

## TITLE IV

## MISCELLANEOUS PROVISIONS

*Article 9*

The Togolese Government shall provide to the personnel made available to it :

- Housing and furniture;
- Medical treatment, drugs and hospital facilities for the personnel and their families.

In the provision of all the aforesaid benefits, regard shall be had to the post occupied and to the service grade and family situation of the officials concerned in accordance with the regulations in force in Togo.

Technical co-operation personnel shall be liable to direct taxation only in respect of the progressive tax on earned income. The tax base shall consist solely of the remuneration paid pursuant to the provisions of article 8, first sub-paragraph, above.

One automobile per family may be imported free of duties and taxes for the duration of a technical co-operation official's tour of duty in Togo.

Technical co-operation personnel shall be automatically entitled to any more favourable treatment with respect to exemption from import duties and taxes which may be accorded by the Government of the Togolese Republic to personnel of international agencies or personnel from other States performing

in similar conditions functions relating to technical and cultural co-operation in Togo.

*Article 10*

The French Government agrees to make available as far as possible to the Government of Togo expert missions of limited duration for specific objectives.

Expert missions may not exceed six months. The costs thereof shall be borne entirely by the French Government. The provisions of article 5 above shall apply during expert missions.

*Article 11*

The provisions of this Agreement shall apply automatically to personnel made available to the Government of the Togolese Republic in accordance with the Convention signed at Lomé on 15 March 1958.

*Article 12*

This Agreement shall enter into force on the date of the exchange of the instruments of ratification, which shall take place at Lomé.

It shall remain in force until one year after the date on which either Contracting Party declares that it wishes to terminate the Agreement.

IN WITNESS WHEREOF the plenipotentiaries have signed this Agreement.

DONE at Paris, on 10 July 1963, in duplicate.

For the French Republic :

R. TRIBOULET

For the Togolese Republic :

APEDO-AMAH

ADDITIONAL PROTOCOL CONCERNING JUDICIAL PERSONNEL  
MADE AVAILABLE TO THE TOGOLESE REPUBLIC

The Government of the French Republic and

The Government of the Togolese Republic

Have agreed as follows :

*Article 1*

The purpose of this Additional Protocol is to determine, within the framework of the General Agreement on Technical Co-operation relating to personnel, the special conditions for co-operation between the French Republic and the Togolese Republic with

regard to judicial personnel. The provisions of the General Agreement shall be applicable to judicial personnel in so far as they are not waived by the provisions of this Additional Protocol.

#### *Article 2*

The French Republic undertakes to carry out the professional training of candidates for judicial posts who are nationals of the Togolese Republic. With a view to enabling the Togolese Republic to ensure the operation of its judicial institutions, the Government of the French Republic undertakes to make available to it, as far as possible, the judicial personnel which it requires.

#### *Article 3*

Subject to the provisions of this Additional Protocol, the judicial personnel made available to the Togolese Republic shall continue to be governed by the statutory provisions applicable to them.

#### *Article 4*

The judicial personnel made available to the Togolese Republic shall enjoy the independence, immunities, guarantees, privileges, honours and prerogatives to which the members of the judicial service of the Togolese Republic are entitled.

The Togolese Republic shall protect such judicial personnel against any threats, offensive behaviour, insults, defamation, attacks and coercion of any kind to which they might be subject in the exercise or in connexion with the exercise of their duties and shall, where necessary, make good the damage suffered as a result.

They may not be challenged in any way regarding decisions in which they participate, utterances which they make in court or acts relating to their duties.

They shall only assume their duties after taking an oath in the manner prescribed for members of the judicial service of the Togolese Republic.

#### *Article 5*

The judicial personnel made available to the Togolese Government may not receive any new assignment without their consent except for the purpose of ensuring the necessary continuity of service in case of appointment in an acting capacity to a post at least equivalent to that which they occupy, with the approval of the commission referred to in article 8.

#### *Article 6*

Where, following promotion to a higher grade or appointment to a post in a new group in his own service, a judicial officer requests that his assignment should be terminated, the request shall automatically be granted unless the Government of the Togolese Republic can appoint him to a post corresponding to the new grade or new group. In that event, the Government of the French Republic shall make all the necessary arrangements to ensure the replacement of the judicial officer before his departure.

*Article 7*

Except in the case of judicial personnel who are governed by the statutes of the Togolese judicial service or are on secondment, a judicial officer may not be entrusted with judicial functions which give him authority over judicial personnel belonging to a grade higher than his own in his original service.

*Article 8*

No correctional or criminal proceedings may be instituted against a judicial officer except with the approval of a commission composed of two judges appointed by the Togolese Minister of Justice and two French judges made available to the Togolese Republic to fill the highest seats on the bench.

The commission shall elect its own chairman. If the votes are equally divided, the commission shall be deemed to have disapproved the institution of proceedings. The opinion of the commission shall where necessary, be transmitted to the competent State Counsel's office.

If proceedings are instituted, the Government of the French Republic shall be kept informed and the judicial officer against whom the proceedings are being taken shall enjoy the privilege of jurisdiction laid down in the legislation applicable in Togo at the time of the entry into force of the present Agreement.

DONE at Paris, on 10 July 1963.

For the Government  
of the French Republic :  
R. TRIBOULET

For the Government  
of the Togolese Republic :  
APEDO-AMAH

## EXCHANGES OF LETTERS

*Ia*

Paris, 10 July 1963

Sir,

During the discussion of article 5, first paragraph, of the General Agreement on Technical Co-operation, I explained to you that the French Government considers it important that the technical co-operation personnel made available to the Government of the Togolese Republic should not be subject in the performance of their duties to any authority other than that of a Togolese or French official of the public services of the Togolese Republic.

Nevertheless, consideration could be given to waiving this principle in certain exceptional cases, subject to prior agreement between our two Governments in each case.



I have the honour to request you to confirm your agreement, on the application of this general rule and possible waivers thereof.

Accept, Sir, etc.

R. TRIBOULET

His Excellency Mr. Apedo-Amah  
Chairman of the Togolese Delegation

*Ia*

Paris, 10 July 1963

Sir,

You addressed to me under today's date a letter which reads as follows :

[*See letter Ia*]

I have the honour to inform you that the foregoing meets with the full agreement of the Togolese Government.

Accept, Sir, etc.

APEDO-AMAH

His Excellency Mr. Raymond Triboulet  
Chairman of the French Delegation

*Ib*

Paris, 10 July 1963

Sir,

In accordance with the provisions of article 8, first sub-paragraph, of the General Agreement on Technical Co-operation between the French Republic and the Togolese Republic of today's date, I have the honour to propose that the uniform amount of remuneration which the Government of the Togolese Republic will pay monthly to each technical co-operation official made available to it under the General Agreement on Technical Co-operation for the operation of its public services and establishments shall be 40,000 francs CFA.

This rate shall be valid for a period of one year from the first day of the month following the date of ratification of the General Agreement.

I have the honour to request you to confirm your agreement on this proposal.

Accept, Sir, etc.

R. TRIBOULET

His Excellency Mr. Apedo-Amah  
Chairman of the Togolese Delegation

*Ib*

Paris, 10 July 1963

Sir,

You addressed to me under today's date a letter which reads as follows :

[*See letter Ib*]

I have the honour to inform you that the foregoing meets with the full agreement of the Togolese Government.

Accept, Sir, etc.

APEDO-AMAH

His Excellency Mr. Raymond Triboulet  
Chairman of the French Delegation

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