

No. 10712

FRANCE
and
MOROCCO

**Judicial Convention (with annexes and exchange of letters).
Signed at Paris on 5 October 1957**

**Agreement amending the provisions of the above-mentioned
Convention (with annexes). Signed at Rabat on
20 May 1965**

Authentic texts : French.

Registered by France on 3 September 1970.

FRANCE
et
MAROC

**Convention judiciaire (avec annexes et échange de lettres).
Signée à Paris le 5 octobre 1957**

**Accord modifiant les dispositions de la Convention
susmentionnée (avec annexes). Signé à Rabat le
20 mai 1965**

Textes authentiques : français.

Enregistrés par la France le 3 septembre 1970.

[TRANSLATION — TRADUCTION]

JUDICIAL CONVENTION¹ BETWEEN FRANCE
AND MOROCCO

The President of the French Republic and
His Majesty the King of Morocco,

Being anxious to manifest the spirit of co-operation which they entertain, in the context of the special relations established by mutual agreement between France and Morocco;

Desiring to specify the manner in which France is prepared to lend its assistance to Morocco in the judicial field and the guarantees which Morocco undertakes to provide to the French judicial personnel who will be made available to it, with a view to preserving the independence of their functions;

Have decided to conclude this Judicial Convention and the annex thereto relating to the standard contract.

To that end, they have appointed as their plenipotentiaries :

The President of the French Republic :

His Excellency Mr. Emile Claparede, Secretary of State for Foreign Affairs;

His Majesty the King of Morocco :

His Excellency Mr. Ahmed Balafrej, Minister for Foreign Affairs,

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

Have agreed on the following provisions :

Article 1

With a view to ensuring co-operation between France and Morocco in the judicial field, the French Government undertakes to make available to the Moroccan Government, at its request, such French judicial personnel as may be necessary for the operation of the Moroccan courts.

The Moroccan Government undertakes to give preference to the services of the French judicial personnel in ensuring the operation of the courts established by the *dahir* of 12 August 1913.

It further undertakes to employ, so far as possible and according to its needs, the services of French judicial personnel in all Moroccan courts, including the Supreme Court.

The conditions of recruitment and termination of service, and the status,

¹ Came into force on 5 October 1957 by signature, in accordance with article 6.

of French judicial personnel serving, pursuant to this article, in the Moroccan courts are specified in the standard contract annexed to this Convention.

The French Government shall make the necessary court clerks available to the Moroccan Government in the manner provided for in the Convention between France and Morocco concerning Administrative and Technical Co-operation, signed at Rabat on 6 February 1957¹.

France and Morocco shall pursue their co-operation in judicial matters, *inter alia* by organizing courses for judicial personnel of the two countries and instituting regular exchanges of information regarding court techniques.

Article 2

Subject to the provisions of the standard contract annexed to this Convention, the French judicial personnel made available to the Moroccan Government shall continue to be governed by the statutory provisions applicable to them.

In the exercise of their duties, such personnel shall enjoy the immunities, privileges, honours and prerogatives to which the same functions would entitle them in France. The Moroccan Government shall guarantee the independence of personnel serving as judges. The judicial personnel shall be irremovable; they may be transferred only by means of supplements to the contracts which they have signed.

The judicial personnel may not be challenged in any way regarding decisions in which they have participated, utterances which they make in court or acts relating to their duties. They shall undertake to keep deliberations secret and to conduct themselves in every respect as fair and upright officers.

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

Apart from the duties provided for in their contracts, the judicial personnel shall not be required to perform any other public service.

Subject to the provisions of this article, the French judicial personnel serving in the Moroccan courts shall, in the exercise of their duties, have the same rights and the same obligations as Moroccan judicial personnel.

Article 3

The official judicial language of the Moroccan courts is Arabic.

The French language shall, however, be used as a working language in the courts established by the *dahir* of 12 August 1913 referred to in article 1

¹ United Nations, *Treaty Series*, vol. 694, p. 3.

of this Convention so long as French judicial personnel participate in the operation thereof. So long as that circumstance exists, the judgements and decisions of such courts shall be drawn up in both languages.

Article 4

French *avocats* who are members of the Moroccan bar may freely exercise their profession in the Moroccan courts in accordance with Moroccan law and with due regard for the traditions of the profession.

French citizens may enter the legal profession in Morocco under the same conditions as Moroccan nationals and shall not be subject to any discrimination.

Moroccan nationals may enter the legal profession in France under the same conditions as French citizens and shall not be subject to any discrimination.

Avocats who are members of the Moroccan bar may assist or represent parties before all French courts, both during the preliminary examination and at the trial, under the same conditions as *avocats* who are members of the French bar.

As a reciprocal measure, *avocats* who are members of the French bar may assist or represent parties before all Moroccan courts, both during the preliminary examination and at the trial, under the same conditions as *avocats* who are members of the Moroccan bar.

However, any *avocat* who exercises the right to assist or represent parties before a court of the other country must, for the purpose of receiving any notifications required by law, give the address of an *avocat* of that country.

As a reciprocal measure, nationals of either country may apply for membership in the bar of the other country, provided that they satisfy the legal requirements for such membership in the country in which it is applied for. They shall be eligible for all positions in the Council of the *Ordre des Avocats*.

Moroccan nationals holding a degree of Bachelor of Laws may be admitted for training in the French bar and shall not be required to show proof that they have obtained a certificate qualifying them for the profession of *avocat*. In this case, however, their training in France shall only count towards membership in the Moroccan bar.

Article 5

The French Government and the Moroccan Government undertake to adopt such domestic laws or regulations as may be necessary for the implementation of this Convention.

Article 6

This Convention shall enter into force on the date of its signature.

IN WITNESS WHEREOF the plenipotentiaries have signed this Judicial Convention and the annex relating to the standard contract and have thereto affixed their seals.

DONE at Paris, on 5 October 1957, in two original copies.

For France :
Émile CLAPAREDE
Christian PINEAU

[SEAL]

For Morocco :
Ahmed BALAFREJ

[SEAL]

STANDARD CONTRACT ANNEXED TO THE JUDICIAL CONVENTION
BETWEEN FRANCE AND MOROCCO

The Moroccan Government, of the one part, and Mr. X..., a member of the French judicial profession, of the other part,

Have agreed as follows :

Article 1

Pursuant to article 1 of the Judicial Convention concluded on... between France and Morocco, Mr. X... is hereby recruited by the Moroccan Government to perform the duties of... in... (specified court or department).

Article 2

This contract is concluded for a period of... (1 to 5) years. It shall come into effect on... This contract shall in no event be extended automatically.

If the Moroccan Government wishes to extend it, it shall so advise Mr. X... in writing three months before the expiration of the contract. Mr. X... shall signify his acceptance or refusal in writing within a period of one month.

Article 3

If the Moroccan Government considers assigning Mr. X... to a post other than that specified in article 1 above, or if it considers promoting him, a supplement to this contract shall be drawn up by agreement between the two parties.

Article 4

Mr. X... shall perform his duties in his national language.

Article 5

Mr. X... shall receive remuneration based at all times, during the term of this contract, on the emoluments to which a judicial officer in service grade... would be entitled in Paris, as follows :

- (a) Basic salary subject to deductions;
- (b) Assignment allowance;
- (c) Additional remuneration based on rank (*prime hiérarchique*) or an allowance on a decreasing scale, where appropriate;
- (d) Family allowance.

To this remuneration there shall be added :

- (1) Dependency allowances and, where appropriate, family assignment allowance in accordance with the rates and conditions in force in Morocco on 31 December 1956;
- (2) The expense allowances granted to judicial personnel performing the same duties in accordance with the provisions in force on 31 December 1956;
- (3) An allowance of... corresponding to the special allowances, other than those provided for in (2) above, granted to judicial personnel of the same grade as Mr. X... as set forth in the list annexed to this contract.

Mr. X... shall also receive an adjustment of 33 per cent on the basic salary referred to above.

The total remuneration provided for above shall be payable in 12 monthly instalments, at the end of each month.

Mr. X... shall also receive any incidental allowances to which judicial personnel in his position are entitled in accordance with the provisions and rates in force on 31 December 1956.

The figure arrived at in accordance with the foregoing may be revised during the term of this contract by means of supplements to the contract, taking into account, *inter alia*, any improvements in position which might result from the promotion of Mr. X... in his own service.

Article 6

The remuneration provided for in article 5 above shall be subject to the following deductions in accordance with the provisions and rates in force on 31 December 1956 :

- (a) Pension deductions computed on the basic salary applicable to Mr. X... in his own administration and on the Moroccan adjustment of 33 per cent of the basic salary provided for in article 5 above;
- (b) The tax on salaries and wages;
- (c) Mutual fund contributions, where applicable;
- (d) Rental charges, where applicable.

The Moroccan Government shall pay the subsidies appropriate to deductions in respect of the Moroccan adjustment and mutual fund contributions.

Article 7

Mr. X... shall continue to acquire rights to the separation allowance or replacement allowance to which he is entitled in accordance with the provisions in force on 31 December 1956.

This provision shall not in any event apply beyond the date on which Mr. X... is allowed to retire because of age or physical disability. In that event, he may remain in the service of the Moroccan Government only by virtue of a new contract of employment.

Article 8

The holder of this contract shall be entitled :

(1) If he is recruited outside Morocco :

(a) To reimbursement of first-class travel expenses for himself, his spouse and his children regarded as dependants under the French legislation relating to family allowances, from his place of domicile to his duty station;

(b) To reimbursement of the costs of removing his household goods, up to a maximum of 4 tons. This maximum weight shall be reduced by one half in the case of unmarried persons and shall be increased by 500 kilogrammes for each dependent child. Mr. X... shall also be entitled to reimbursement of transport costs in respect of his motor vehicle, if any. The household goods and motor vehicle shall be admitted to Morocco free of customs duty;

(c) To an installation allowance of...;

(d) At his request, to advance payment of 80 per cent of the estimated cost of his travel in accordance with the preceding paragraphs;

(2) If he is already serving in Morocco and if, under the terms of this contract, he changes his place of residence : to reimbursement of the transport expenses referred to in paragraphs (a) and (b) above and to an advance payment as referred to in paragraph (d).

Article 9

Holiday arrangements shall be as follows : Sunday shall be a non-working day. Mr. X... shall be entitled to annual leave of two months. Such leave may not be carried forward from one year to the next.

For each period equal to two years of service, Mr. X... shall be entitled, for himself, his spouse and his children regarded as dependants under the French legislation relating to family allowances, to an allowance equal to the amount of his round-trip first-class travel expenses from his duty station to Bordeaux or Marseilles. Service already completed in Morocco shall be taken into account in granting this benefit; this allowance shall not be payable concurrently with the reimbursement of repatriation expenses provided for in article 12 (1).

If Mr. X... does not claim the benefit of these provisions until after having completed three consecutive years of service, he shall also be entitled to reimbursement of first-class rail travel expenses from the port of disembarkation to his place of residence in France, in accordance with the laws and regulations in force on 31 December 1956.

Article 10

In the event of duly certified sickness making it impossible for him to perform his duties, Mr. X... shall be placed on sick leave. The Administration may require him to be examined by an approved physician or may call for an expert medical opinion.

Mr. X... 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. X... may be granted leave on half-pay for a period of not more than three months.

If, at the end of this further leave, Mr. X... is unable to resume his duties, the Moroccan Government shall terminate this contract without notice or compensation, subject to the reimbursement of repatriation expenses provided for in article 12 (1) below.

Article 11

In the event of sickness or accident attributable to service, Mr. X... shall be entitled to payment of his salary until such time as he is able to resume his duties or until any permanent disability resulting from the accident or sickness can be assessed by experts.

If this contract expires before Mr. X... recovers from the sickness, injury or disability, it shall automatically be extended until his recovery.

The Moroccan Government shall, in accordance with the regulations in force in the Moroccan civil service, provide reimbursement of pharmaceutical, medical and hospitalization expenses incurred by Mr. X... if he contracts a sickness or sustains an accident attributable to service.

If the accident or sickness causes permanent total or partial disability, the Moroccan Government shall grant Mr. X... a disability pension equal to one half of the annual remuneration specified in the contract, multiplied by the disability factor as determined by experts.

Article 12

(1) Upon expiration of his contract, Mr. X... shall be entitled to reimbursement of his repatriation travel expenses as provided for in article 8 (a) and (b) and to an advance payment as provided for in article 8 (d).

(2) The Moroccan Government may at any time terminate this contract prior to its expiration, provided that :

(a) It gives Mr. X... one month's notice for each year of service, such notice not to exceed three months;

(b) It pays him, as termination indemnity, an amount calculated on the basis of the remuneration specified in this 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 article 8 (a) and (b). Mr. X... shall also be entitled to an advance payment as provided for in article 8 (d).

(3) Should Mr. X... desire to terminate his contract prior to its expiration, his service shall be terminated if the reasons for his request are approved by a majority of the Commission referred to in article 13. In that case, he shall be entitled to reimbursement of repatriation expenses in accordance with article 8 (a) and (b) and to an advance payment as provided for in article 8 (d); the Commission shall, in the same circumstances, determine the date on which Mr. X... shall cease to perform his duties.

Article 13

In case of error in the performance of his duties entailing governmental liability, the Moroccan Government may not take any action other than to reassign Mr. X... to the French Government, after obtaining the opinion of the Commission referred to in the following paragraph.

The Commission shall be composed of six members and shall be presided over by the First President of the Moroccan Supreme Court or, if he is absent or incapacitated, by his deputy; he shall be assisted by two high-ranking Moroccan judicial officers designated by the Moroccan Government and the three French judicial officers serving in Morocco who are most senior in the highest grade of their own service.

The Commission's opinion and any dissenting opinions by members of the Commission shall be communicated, together with a statement or statements of the reasons therefor, to the Moroccan Government, which shall inform the French Government accordingly and advise it of its decision.

If the opinion of the Commission favours the reassignment of Mr. X... to the French Government, the Moroccan Government shall not be responsible for the repatriation expenses.

If, despite an adverse opinion by the Commission, the Moroccan Government nevertheless reassigns Mr. X... to the French Government, he shall be entitled to termination indemnity and payment of his repatriation expenses in accordance with article 12 (2) (b) and (c).

If, although the Commission is unable to produce a majority opinion, the Moroccan Government nevertheless reassigns Mr. X... to the French Government, he shall be entitled only to payment of his repatriation expenses in accordance with article 12 (2) (b) and (c).

The decision to refer the matter to the Commission must be communicated to the judicial officer concerned at least 15 days before the Commission's meeting. He shall without further formality be entitled to appear before the Commission. The complete dossier of the case shall be transmitted to him and to the members of the Commission at least eight days before the Commission's meeting.

Article 14

No correctional or criminal proceedings may be instituted against Mr. X... except by a majority opinion of the Commission referred to in the preceding article; in the case of a tie-vote, the First President of the Moroccan Supreme Court shall have the casting-vote. If proceedings are instituted, Mr. X... shall be entitled to the attachment of privilege provided for in the case of judicial officers of his grade by the Moroccan legislation currently in force.

Article 15

An officer of the French Court of Cassation shall each year be dispatched on mission, by agreement with the Moroccan Government, to consider problems concerning the promotion in their own career service of judicial personnel serving in Morocco.

Article 16

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

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

Alternative text for the preceding paragraph, where appropriate :

Mr. X..., already serving in Morocco at the time of the entry into force of the Judicial Convention, shall continue to be entitled to the death benefits provided for in the Vizierial Order of 14 December 1949, as amended by the Vizierial Order of 25 February 1951

DONE at Rabat, on.....

The Representative of the Moroccan Government :

The Judicial Officer :

LIST OF THE SPECIAL ALLOWANCES FOR JUDICIAL PERSONNEL REFERRED TO
IN ARTICLE 5 (3) OF THE STANDARD CONTRACT

Allowances calculated on the basis of the provisions and rates in force in Morocco

- I. Special lump-sum allowance;
- II. *Rapport* allowance;
- III. Registration allowance, where appropriate;
- IV. Allowance for exercising the presidency of the *juges de paix*;
- V. Special allowance for alternate *juges de paix*;
- VI. Recruitment premium for Presidents of Chambers, *Avocats Généraux*, *Conseillers* and *Substituts Généraux* in the Court of Appeals;
- VII. Housing allowance, where appropriate;
- VIII. Entertainment allowance, where appropriate.

EXCHANGE OF LETTERS

I

MINISTRY OF FOREIGN AFFAIRS
THE SECRETARY OF STATE

Paris, 5 October 1957

Sir,

During the negotiations concerning the Judicial Convention between Morocco and France, the delegations of the two Governments agreed on the following provisions for the settlement of certain problems involved in the implementation of the said Convention :

I. *Preference to be given to French judicial officers under technical assistance arrangements*

The formula used in article 1, second paragraph, of the Convention shall not preclude the right of the Moroccan Government to employ concurrently, for the purpose of ensuring the operation of the Moroccan courts, French *avocats* registered as members of the bar at the courts established by the *dahir* of 12 August 1913. It is understood that this option shall not be interpreted as amending the provisions of French domestic law, including those relating to access to judicial office in France.

II. *Transitional measures regarding pending cases*

Appeals to the Conseil d'État against decisions of the Moroccan administrative authorities shall cease to be receivable as from the date of entry into force of the Judicial Convention between France and Morocco.

However, appeals which are ready for hearing on the said date shall remain within the competence of the Conseil d'État.

Any appeals which are not ready for hearing shall be referred back to the office of the Clerk of the Supreme Court.

Appeals on matters of law (*pourvois en cassation*) against decisions of the courts established by the *dahir* of 12 August 1913 shall cease to be receivable as from the date of inauguration of the Moroccan Supreme Court.

However, such appeals which are ready for hearing on the said date shall remain within the competence of the French Court of Cassation. Any cases for which a *rapporteur* has been appointed shall be deemed to be ready for hearing by the Court of Cassation.

Any appeals which are not ready for hearing shall be referred back to the office of the Clerk of the Supreme Court

All cases pending before the Moroccan courts in which the French Government is the defendant or the principal and direct purpose of which is to determine whether or not a person possesses French nationality shall automatically be stricken from the calendar.

The proceedings referred to in the preceding paragraphs may be resumed before such courts as shall in future be competent to consider them without its being

necessary to repeat any acts done, formalities performed or judgements rendered prior to the said date, with the sole exception of summonses served on parties or witnesses. Such summonses shall, however, have the normal effect of interrupting the period of prescription, even if they are not repeated.

III. *Transitional measures regarding the enforcement of decisions*

Pending the entry into force of the Convention between France and Morocco concerning reciprocal assistance, grant of execution and extradition, any judgements and decisions rendered prior to the entry into force of the Judicial Convention by the courts established by the *dahir* of 12 August 1913 or the courts of the French Republic, and any decisions rendered pursuant to the arrangements provided for in paragraph II, shall continue to be enforceable in the territories of the French Republic and Morocco in accordance with the pre-existing rules.

IV. *Provisions regarding French judicial personnel already serving in Morocco*

French judicial personnel serving in the Moroccan courts on 30 September 1957 to whom the Moroccan Government offers contracts conforming to the standard contract annexed to the Judicial Convention shall signify their acceptance or refusal within eight days from the date of signature of the said Convention.

Until the expiration of the eight-day period specified in the preceding paragraph, the provisions currently in force shall continue to apply in respect of the individual administrative status of French judicial personnel serving in the Moroccan courts who have been offered a contract. However, the contracts shall, when signed, be retroactive to 1 October 1957.

French judicial personnel serving in the Moroccan courts who do not sign a contract with the Moroccan Government shall be entitled to repatriation allowance and separation allowance as provided for by the laws and regulations in force on 31 December 1956.

Whenever the Moroccan Government is prepared to offer a contract to a French judicial officer serving outside the territory of Morocco, it shall so advise the French Government through the diplomatic channel.

I should be grateful if you would confirm to me that the Moroccan Government agrees to the above provisions.

Accept, Sir, etc.

CLAPAREDE

His Excellency Mr. Ahmed Balafrej
Minister for Foreign Affairs

II

KINGDOM OF MOROCCO
MINISTRY OF FOREIGN AFFAIRS

The Minister

Paris, 5 October 1957

Sir,

You have addressed to me the following letter :

[See letter I]

I have the honour to confirm to you that the Moroccan Government agrees to the above provisions.

Accept, Sir, etc.

Ahmed BALAFREJ

[SEAL]

His Excellency Mr. Emile Claparede
Secretary of State for Foreign Affairs

AGREEMENT¹ AMENDING THE PROVISIONS OF THE
JUDICIAL CONVENTION BETWEEN FRANCE AND
MOROCCO²

The Government of the French Republic, of the one part,
The Government of the Kingdom of Morocco, of the other part,

Being anxious to manifest the spirit of co-operation which they entertain, in the context of the special relations established by mutual agreement between France and Morocco;

Desiring to specify anew the manner in which France is prepared to lend its assistance to Morocco in the judicial field and the guarantees which Morocco undertakes to provide to the judicial personnel who will be made available to it, taking into account the provisions of the Act of 26 January 1965 concerning unification of the Moroccan courts;

Have decided to amend the provisions of the Judicial Convention signed on 5 October 1957³ by Morocco and France with a view to harmonizing them with the aforementioned Moroccan Act, so that from 31 December 1965 onwards French judicial personnel shall no longer perform court duties, their role as from that date being of a strictly technical nature.

Article 1

With a view to ensuring co-operation between France and Morocco in the judicial field, the French Government undertakes, so far as possible, to make available to the Moroccan Government, at its request, the French judicial personnel whose technical assistance may appear to be necessary.

The conditions of recruitment and termination of service, and the status, of French judicial personnel made available to the Moroccan Government pursuant to this Agreement are specified in the standard contract annexed to the Judicial Convention of 5 October 1957, as amended by the provisions of annexes I and II to this Agreement.

The French Government shall make the necessary court clerks available to the Moroccan Government in the manner provided for in the Convention between France and Morocco concerning Administrative and Technical Co-operation, signed at Rabat on 6 February 1957.³

¹ Came into force on 1 January 1966, in accordance with article 4.

² See p. 213 of this volume.

³ United Nations, *Treaty Series*, vol. 694, p. 3.

Morocco and France shall pursue their co-operation in judicial matters, *inter alia* by organizing courses for judicial personnel of the two countries and instituting regular exchanges of information regarding court techniques.

Article 2

Subject to the provisions of the standard contract, the French judicial personnel made available to the Moroccan Government shall continue to be governed by the statutory provisions applicable to them.

Such personnel shall observe the utmost discretion with regard to any event, information and documentation of which they may have learnt as a result of the exercise of their duties or in connexion therewith.

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

The French judicial personnel made available to the Moroccan Government may not be challenged in any way regarding acts relating to their duties.

The Moroccan Government shall protect them against any threats, insults, offensive behaviour, defamation and attacks of any kind to which they might be subject in the exercise of their duties or in connexion therewith and shall, where necessary, make good the damage suffered as a result.

Such judicial personnel may be assigned different duties or transferred to a different duty station only by means of supplements to the contracts which they have signed.

Apart from the duties provided for in their contracts, they shall not be required to perform any other public service.

Article 3

French judicial personnel who have performed court duties in the Moroccan courts pursuant to the Judicial Convention of 5 October 1957 shall remain bound to keep the deliberations secret.

They may not be challenged in any way regarding decisions in which they participated, utterances which they made in court or acts which they performed in the exercise of their duties or in connexion therewith.

The Moroccan Government shall protect them against any threats, insults, offensive behaviour, defamation and attacks to which they might be subject by reason of the duties which they performed in the said courts and shall, where necessary, make good the damage suffered as a result.

Article 4

This Agreement shall enter into force on 1 January 1966.

DONE at Rabat, in two original copies, on 20 May 1965.

For the Government
of the French Republic:

Robert GILLET
Ambassador of France to Morocco

For the Government
of the Kingdom of Morocco:

Abdelhadi BOUTALEB
Minister of Justice

ANNEX I

SUPPLEMENT TO THE CONTRACT APPLICABLE TO FRENCH JUDICIAL
PERSONNEL CURRENTLY SERVING IN MOROCCO*Article 1*

The contract signed on _____ between the Moroccan Government and Mr. X... pursuant to the Judicial Convention of 5 October 1957 between France and Morocco shall be extended in its entirety until _____.

Article 2

By way of amendment to the provisions of article 1 of his contract, Mr. X... shall, as from the date of entry into force of the Agreement of 20 May 1965 amending the Judicial Convention of 5 October 1957, perform the duties of technical assistant at _____.

Article 3

Notwithstanding these new duties, Mr. X... shall continue to be subject to the arrangements regarding salary, emoluments, leave, discipline, etc., provided for in article 5 and articles 8 to 14 of his original contract and of any subsequent supplement thereto.

The remuneration figure arrived at in the contract shall in no event be less than the amount to which Mr. X... would subsequently be entitled in his own service.

Article 4

By way of amendment to the provisions of article 3 of the contract, if the Moroccan Government considers assigning Mr. X... to duties other than those specified in article 2 above, or if it considers transferring him to a different duty station, a supplement shall be drawn up by agreement between the parties.

ANNEX II

AMENDMENTS TO THE STANDARD CONTRACT ANNEXED TO THE
JUDICIAL CONVENTION BETWEEN FRANCE AND MOROCCO OF
5 OCTOBER 1957, APPLICABLE TO NEWLY RECRUITED FRENCH
JUDICIAL PERSONNEL

Article 1, article 3 and article 5, last paragraph, of the standard contract annexed to the Convention of 5 October 1957 shall be amended as follows :

Article 1

Pursuant to the Franco-Moroccan Judicial Convention of 5 October 1957, as amended by the Agreement of 20 May 1965, Mr. X... is hereby recruited by the Moroccan Government to perform the duties of _____ (definition of the mission entrusted to the judicial officer and indication of his duty station); for the purpose of his remuneration, including allowances, he shall be assimilated to a judicial officer who has actually performed the duties of _____ in the manner provided for in the Convention of 5 October 1957 and in the standard contrat annexed to the said Convention.

Article 3

If the Moroccan Government considers assigning Mr. X... to duties other than those specified in article 1 above, or if it considers transferring him to a different duty station, a supplement to this contract shall be drawn up by agreement between the parties.

Article 5, last paragraph

The remuneration figure arrived at in the contract shall in no event be less than the amount to which Mr. X... would subsequently be entitled in his own service.
