

No. 10881

FRANCE
and
SENEGAL

Agreement on co-operation in the field of higher education (with annexed convention). Signed at Paris on 15 May 1964

Authentic text : French.

Registered by France on 3 December 1970.

FRANCE
et
SÉNÉGAL

Accord de coopération en matière d'enseignement supérieur (avec convention annexe). Signé à Paris le 15 mai 1964

Texte authentique : français.

Enregistré par la France le 3 décembre 1970.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON CO-OPERATION IN THE FIELD OF
HIGHER EDUCATION BETWEEN THE FRENCH
REPUBLIC AND THE REPUBLIC OF SENEGAL

The Government of the French Republic and the Government of the Republic of Senegal,

Considering the special ties which freely unite the Republic of Senegal and the French Republic;

Desiring to develop the intellectual and spiritual bonds thus established between the two countries within the community of French-speaking nations;

Considering that the official language of both the Republic of Senegal and the French Republic is French;

Considering that the University of Dakar is one of the prime instruments of the modern advancement and cultural, political, economic and social development of the Republic of Senegal, while at the same time it remains faithful to its African traditions;

Have agreed as follows :

Article 1

The French Republic undertakes to assist the Republic of Senegal in maintaining and developing in its territory higher education of a standard equal to that of French higher education.

Article 2

For the purposes of this Agreement, higher education in the territory of the Republic of Senegal includes university instruction and instruction aimed at training senior scientific, technical, teaching and administrative personnel.

Article 3

Higher education in the territory of the Republic of Senegal shall be provided by the University of Dakar and its constituent or subsidiary institutions, existing or to be established.

¹ Came into force on 11 June 1965 by the exchange of the instruments of ratification, which took place at Paris, in accordance with article 24.

The above-mentioned Agreement ceased to have effect on 16 February 1970, the date of entry into force of the Agreement between France and Senegal on co-operation in the field of higher education signed at Dakar on 16 February 1970, as regards those provisions corresponding to the provisions of the latter Agreement, in accordance with its article VII (see No. 10882 hereafter).

The University of Dakar shall be a public institution of the Republic of Senegal, as shall those of its constituent or subsidiary institutions which have juridical personality.

The traditional university privileges and freedoms shall be guaranteed at the aforementioned institutions.

The University of Dakar shall be open to all students offering proof of the requisite qualifications for admission to the University and its constituent or subsidiary institutions.

Article 4

Degrees and diplomas awarded by the University of Dakar and its constituent or subsidiary institutions under the same conditions with regard to initial qualifications, curricula, attendance requirements and examinations as the corresponding French degrees and diplomas shall be automatically valid in the territory of the French Republic and shall—subject to the provisions relating to the right to reside in the territory of the French Republic—have in the said territory all such effects as attach to French degrees and diplomas under French laws and regulations. They shall be recorded on behalf of both the Ministry of Education of the French Republic and the Ministry of Education of the Republic of Senegal.

Article 5

French degrees and diplomas shall be automatically valid in the territory of the Republic of Senegal and shall—subject to the provisions relating to residence of nationals of the French Republic in the territory of the Republic of Senegal—have in the said territory the same effects as attach to Senegalese degrees and diplomas under Senegalese laws and regulations.

Article 6

Diplomas and certificates awarded by the University of Dakar and its constituent or subsidiary institutions, other than those referred to in article 4 of this Agreement, may be recognized by the French Republic in its territory as the equivalent of French diplomas, after consultation with the Mixed Commission provided for in article 22 below, which shall report to the competent university authorities.

Article 7

Subject to the provisions of this Agreement and such necessary adaptations as shall subsequently be determined by mutual agreement on the initiative of

either Contracting Party, there shall be incorporated into the law of the Republic of Senegal the provisions of laws and regulations relating to French university instruction which are in force on the date of signature of this Agreement, particularly with regard to the status of the Rector of the University, the teaching staff and the senior administrative personnel of the University, and the regulations relating to curricula, attendance requirements and examinations.

Article 8

In order to maintain effective equality of diplomas, any amendments which may be made in the territory of the French Republic to the regulations concerning curricula, attendance requirements and examinations shall be automatically incorporated into the law of the Republic of Senegal, subject to such adaptations as are recognized to be necessary by agreement between the two Contracting Parties on the initiative of either Party.

Article 9

The Rector of the University of Dakar shall be designated by mutual agreement between the Contracting Parties. He shall be appointed by Decree of the President of the Republic of Senegal.

He shall simultaneously exercise the functions of Director of Higher Education of the Republic of Senegal. He shall, after consultation with the competent university bodies, ensure that proposals relating to the application of articles 10 and 14 below are communicated to the Ministers of Education of the two Governments.

Article 10

The management and administration of the University of Dakar and of its constituent or subsidiary institutions shall be carried out, subject to the authority of the Rector, in accordance with such provisions as shall, on the initiative of the Government of the Republic of Senegal, be drawn up by agreement between the Parties.

The regulations concerning the statutes and organization of the University and of its constituent or subsidiary institutions shall be laid down, on the initiative of the Government of Senegal, by agreement between the two Parties.

The provisions of Senegalese Decree No. 61-362 of 21 September 1961 establishing a Board of Higher Education of the Republic of Senegal pursuant to article 13 of the Agreement of 5 August 1961¹ specify the membership and

¹ See p. 139 of this volume.

functions of the said Board, subject to such amendments as may be made thereto, by agreement between the Parties, after consultation with the Mixed Commission.

Article 11

Notwithstanding the provisions of articles 2, 3 and 10 above, the Ecole Nationale d'Administration du Sénégal (ENAS) shall remain within the exclusive jurisdiction of the Government of Senegal. However, the University of Dakar shall be represented on the Advanced Training Board of the Ecole and shall assist it in scientific, teaching and technical matters. The material forms which such co-operation will take shall be governed by an agreement to be concluded between the University and the Government of Senegal.

Article 12

The members of the Dakar University Council who are not members of the staff of the University shall be nominated by the Board of Higher Education of the Republic of Senegal for selection by the University Council; they shall be appointed for three years by the Rector; they must possess the nationality of a French-speaking African State which sends students to the University, and a majority of them must be Senegalese nationals.

The University Council may co-opt persons of distinction, who shall sit in a consultative capacity.

Article 13

The Contracting Parties shall annually determine the amount of the programming and payment authorizations for development of the University of Dakar and its constituent or subsidiary institutions and the operational budgets of the University and of the said institutions.

The French Republic shall assume sole responsibility for, and shall effect payment of, the salaries and allowances of the Rector of the University, the teaching staff and the senior administrative personnel of the University.

It shall contribute to investment costs, operating costs and costs pertaining to the remuneration of personnel not referred to in the second paragraph of this article.

The method of application of the provisions of the second and third paragraphs of this article shall be specified in an annex to this Agreement.

Article 14

Members of the teaching staff of the University of Dakar shall be selected, in accordance with the procedures and methods provided for by the regulations

in force in French universities, from among the candidates fulfilling the conditions laid down in the said regulations.

They shall be designated by mutual agreement between the Minister of Education of the French Republic and the Minister of Education and Cultural Affairs of the Republic of Senegal.

They shall be appointed by the Government of the Republic of Senegal to fill vacancies at the University of Dakar or its constituent or subsidiary institutions.

Members of the teaching staff who possess French nationality and are employed under a permanent contract by the Ministry of Education of the French Republic shall simultaneously be appointed by the Government of the French Republic to corresponding positions at French institutions of higher education.

Members of the teaching staff of the University of Dakar shall be entitled to participate, as voters or candidates, in elections to the French Universities Advisory Committee under the same conditions as members of the teaching staff of French universities.

Article 15

Members of the teaching staff who possess French nationality may be reassigned to the French Government, on the initiative of either Party, after consultation with the other Party and with the University Council. Save in exceptional cases, such reassignments shall take effect at the end of the current academic year.

The other members of the teaching staff shall be subject to the jurisdiction of the Dakar University Council. Appeals may be made by the party concerned or by the Minister of Education and Cultural Affairs of the Republic of Senegal to the Supreme Court of Senegal, which shall consider the case on its merits.

The second paragraph of this article shall not apply to the teaching and hospital staff of the Dakar University Hospital Centre, who are governed by special regulations.

Article 16

Bearing in mind the common desire expressed in article 1 above to maintain the quality of the education provided by the University of Dakar, the Government of the French Republic undertakes to facilitate, by all means in its power, the access of candidates of Senegalese nationality to positions in higher education.

It shall endeavour, *inter alia*, through the granting of scholarships and research fellowships, the organization of training courses and special seminars and the provision of training facilities, to provide training for nationals of the

Republic of Senegal at institutions of higher education and research in the French Republic, if such training cannot be provided in the territory of the Republic of Senegal.

Article 17

The Government of the French Republic shall also endeavour to provide training, under the same conditions, for the senior scientific, technical, teaching and administrative personnel needed by the Republic of Senegal, if such training cannot be provided in the territory of the latter.

Article 18

In order to enable the Faculty of Medicine of the University of Dakar to award degrees and diplomas under the conditions provided for in article 4 of this Agreement, the regulations of the Dakar University Hospital Centre shall be drawn up by agreement between the Parties in accordance with the principles laid down in French Ordinance No. 58-1373 of 30 December 1958.

The hospital services of the Dakar University Hospital Centre shall be subject to the authority of a commission presided over by the Minister of Health of Senegal, the members of which shall be appointed by joint order of the Minister of Health and the Minister of Education and Cultural Affairs of Senegal. The Dean of the Combined Faculty of Medicine and Pharmacy shall *ex officio* be a member of the said commission.

The Government of the Republic of Senegal shall ensure the efficient operation of the University Hospital and shall be responsible for its operating costs (including costs pertaining to the hospital remuneration of the medical staff).

Article 19

The development plan for the University of Dakar and its constituent or subsidiary institutions shall be drawn up jointly by the Contracting Parties within the limits of the funds and resources which can be allocated for the purpose, on the basis of the proposals formulated by the Mixed Commission provided for in article 22 below.

Within the framework of the said plan, the University of Dakar shall develop the types of research and instruction which are in keeping with its particular vocation, in the service of Senegal and Africa.

It shall endeavour, *inter alia*, to provide training and advanced training for the senior scientific, technical, teaching and administrative personnel needed by the Republic of Senegal.

Article 20

The assets of the University of Dakar shall comprise the immovable property referred to in article 10 of the Agreement of 5 August 1961 and the immovable property devolving to or acquired by the University since the said date and in the future, together with such property devolving to and acquired by its constituent or subsidiary institutions.

The immovable property referred to in the preceding paragraph shall be registered in the name of the University. Movable property as referred to in article 10 of the Agreement of 5 August 1961 devolving to or acquired by the University, and such property devolving to and acquired by its constituent or subsidiary institutions after the said date in the future, shall be automatically vested in the University.

Article 21

The Government of the Republic of Senegal undertakes to exempt :

- (a) From all import taxes and customs and excise charges any movable property, supplies and services needed for the equipping, development and operation of the University of Dakar and of its constituent or subsidiary institutions which are provided or financed by the French Republic;
- (b) From all transfer duties, stamp duties and registration fees any legal instruments which may be required for the purpose of the application of this Agreement.

Article 22

A Mixed Commission shall be established to keep under review the application of this Agreement. It shall comprise six representatives, three of whom shall be appointed by each Contracting Party; the Chairman shall be designated from among the members of the Commission, alternately by the Government of the French Republic and by the Government of the Republic of Senegal.

The Commission shall meet at least twice a year, alternately in Dakar and in Paris.

Article 23

The Commission shall examine the development plan and the budget estimates prepared by the competent university bodies. It shall determine priorities. The Commission's proposals shall be transmitted to the two Governments.

The Commission shall prepare an annual report on the manner in which instruction leading to the degrees and diplomas referred to in articles 4 and 6 is being provided.

The said report shall be transmitted to the Board of Higher Education of the Republic of Senegal and to the Board of Higher Education of the French Republic.

Article 24

This Agreement shall supersede the Agreement of 5 August 1961. It shall enter into force on the date of exchange of the instruments of ratification.

DONE at Paris, on 15 May 1964.

For the Government
of the French Republic :

[Signed]

RAYMOND TRIBOULET
Minister-Delegate
for Co-operation

For the Government
of the Republic of Senegal :

[Signed]

IBRAHIMA MAMADOU WANE
Minister of Education
and Cultural Affairs

CONVENTION ANNEXED TO ARTICLES 13 AND 14 OF THE AGREEMENT
ON CO-OPERATION IN THE FIELD OF HIGHER EDUCATION
BETWEEN THE FRENCH REPUBLIC AND THE REPUBLIC OF
SENEGAL

SECTION I. *Personnel for whose remuneration the French Republic is to be fully responsible (article 13 second paragraph : Rector, teaching staff, senior administrative personnel)*

Article 1

The present method of remuneration of such personnel, who are paid by France upon presentation of the French legal document attesting to their appointment and indicating their classification, shall remain unchanged.

In the case of categories of personnel who in France are appointed by Rectors or Deans, the decision to appoint taken by the Rector of the University of Dakar, acting on behalf of both Governments, shall serve in lieu of the French legal document referred to in the first paragraph.

The Rector of the University of Dakar shall continue to approve on behalf of the French Minister of Education, in the same manner as at present, all expenditure pertaining to the management of such personnel which is at present paid in Dakar.

Article 2

SENIOR ADMINISTRATIVE PERSONNEL

For the purposes of article 7 and article 13, second paragraph, of the Agreement, the following shall be deemed to be senior administrative personnel :

- The General-Secretary of the University;
- The *conseillers d'administration universitaire*;

- The *attachés principaux d'administration universitaire*;
- The *attachés d'administration universitaire*;
- The Chief Librarian;
- The librarians and assistant librarians.

SECTION II. *Costs to which the French Republic is to contribute* (article 13, third paragraph)

Article 3

PERSONNEL

The contribution of the French Republic to personnel costs not covered by section I shall be effected in the following manner :

- (a) Up to and including 31 December 1965, the French Republic shall assume responsibility for employees of every kind for whom it was responsible on the date of entry into force of the present Agreement;
- (b) After 31 December 1965, the French Republic shall assume responsibility for a number of personnel to be specified by subsequent agreement.

With a view to determining the number of personnel referred to in the preceding paragraph, a table of the existing staff and a table of the staff theoretically needed for the efficient operation of the University shall be drawn up by mutual agreement before 1 April 1965.

The salaries of personnel for whom the French Republic assumes responsibility shall be paid and approved in accordance with the rules laid down in section I above.

Article 4

SCHOLARSHIPS

I. The French Republic shall contribute to the development of the University of Dakar by making available to the Rector of the University the necessary funds for the granting of scholarships. The number of scholarships for which it will thus assume responsibility shall be determined each year, by agreement between the Parties, on the recommendation of the Mixed Commission.

II. Scholarships granted to students of the University of Dakar shall comprise :

- (a) Nine monthly payments covering the academic year;
- (b) On conditions to be specified by mutual agreement, an allowance for supplies, a holiday allowance and a travel allowance.

The scale of scholarships and related benefits, and the conditions under which they are to be granted, shall be determined by mutual agreement.

Payment of the grants shall be effected by the competent department of the University out of the funds made available to it for the purpose by the Senegalese and French Governments, by any other African State which sends students to the University of Dakar or by any public or private body which makes such a contribution to the University.

Article 5

STUDENT WELFARE CENTRE ("CENTRE DES ŒUVRES")

The contribution of the French Republic to the Dakar University Student Welfare Centre shall be in the form of an annual grant to be entered as an income item in the budget of the Centre, which shall be a public institution of the Republic of Senegal.

The amount of the said contribution shall be determined each year by the two Governments, on the proposal of the Mixed Commission.

A special agreement shall specify the method of co-operation between the Dakar Student Welfare Centre and the National Student Welfare Centre (*Centre national des œuvres*) of the French Republic.

Article 6

OTHER OPERATING COSTS

The contribution of the French Republic to operating costs not covered by articles 3, 4 and 5 above shall be in the form of annual lump-sum grants to be entered as income items in the budgets of the University and of the Faculties.

The amount of the said grants shall be determined annually by the two Governments, on the proposal of the Mixed Commission.

Article 7

INVESTMENT COSTS

The contribution of the French Republic to the investment costs of the University shall be effected within the framework of the development plan drawn up in accordance with article 19 of the Agreement.

Article 8

PROCEDURE

The costs for which the French Republic is to assume responsibility under articles 4 and 7 above shall be approved by the Rector in the same manner as at present.

SECTION III. *General provisions**Article 9*

The French Government and the Senegalese Government shall, prior to the date of entry into force of the Agreement, perform such acts as are necessary under their domestic law to confer on the Rector of the University of Dakar the powers necessary to the operation of the arrangements provided for by this Convention.

Article 10

The accountant of the University of Dakar and of the Faculties shall be designated by mutual agreement between the two Governments.

Article 11

This Convention shall enter into force simultaneously with the Agreement; it may be reviewed annually on the proposal of the Mixed Commission.

DONE at Paris, on []¹ May 1964.

For the Government
of the Republic of Senegal :

[Signed]

IBRAHIMA MAMADOU WANE
Minister of Education
and Cultural Affairs

For the Government
of the French Republic :

[Signed]

RAYMOND TRIBOULET
Minister-Delegate
for Co-operation

¹ The annex was signed on 15 May 1964.