

No. 11024

FRANCE
and
ALGERIA

**Protocol concerning the status of French officials working with
Électricité et Gaz d'Algérie (with exchanges of letters).
Signed at Algiers on 17 December 1962**

Authentic text: French.

Registered by France on 5 April 1971.

FRANCE
et
ALGÉRIE

**Protocole relatif à la situation des agents français en fonctions
auprès d'Électricité et Gaz d'Algérie (avec échanges de
lettres). Signé à Alger le 17 décembre 1962**

Texte authentique: français.

Enregistré par la France le 5 avril 1971.

[TRANSLATION — TRADUCTION]

PROTOCOL¹ CONCERNING THE STATUS OF FRENCH
OFFICIALS WORKING WITH ÉLECTRICITÉ ET GAZ
D'ALGÉRIE

Within the framework of the Declaration of Principles concerning Technical Co-operation,

The Government of the French Republic, on the one hand, and the Government of the Democratic and Popular Republic of Algeria, on the other hand, have agreed as follows:

Article 1

The purpose of this Protocol is to define, pending the entry into force of a technical assistance convention, the status of French officials during the time they are working in Algeria with Électricité et Gaz d'Algérie.

Article 2

This Protocol shall apply to the following categories of French personnel:

- (a) Officials who were actually performing duties for Électricité et Gaz d'Algérie on 1 July 1962 and who remained in service with that establishment after that date.
- (b) Officials having permanent status with Industries électriques et gazières françaises who, after 1 July 1962, request to be seconded to Électricité et Gaz d'Algérie.
- (c) Officials recruited directly by Électricité et Gaz d'Algérie after 1 July 1962 in agreement with the French Government.

¹ Came into force on 17 December 1962 with retroactive effect from 1 July 1962, in accordance with article 28.

Subsequently the provisions of the Protocol were replaced, with the exception of article 13, by the Convention concerning technical and cultural co-operation between France and Algeria of 8 April 1966* in accordance with article 51 of the latter.

* United Nations, *Treaty Series*, vol. 668, p. 241.

Article 3

The officials referred to in article 2 (a) above shall automatically be covered by the provisions of this Protocol.

French officials wishing to sign a contract to serve with *Électricité et Gaz d'Algérie* shall to that end sign an instrument accepting the terms of this Protocol. *Électricité et Gaz d'Algérie* shall take note of this acceptance by decision, provided that the official concerned meets the standards of physical fitness required by the establishment. The instrument of acceptance and the decision shall in particular specify the effective date and duration of the contract, the assignment of the official concerned and the remuneration to be paid to him in accordance with article 7 below.

The officials referred to in the second paragraph of this article shall be placed at the disposal of *Électricité et Gaz d'Algérie* for a period fixed, in principal, at two years.

This Protocol shall not entitle the officials referred to in this article to permanent status with *Électricité et Gaz d'Algérie*, not to appointment as a regular and permanent official of that establishment.

Article 4

Officials having permanent status with *Industries électriques et gazières françaises* who were recruited under these provisions shall be reviewed by *Électricité et Gaz d'Algérie*.

Furthermore, such officials shall, by agreement with the Algerian authorities, be reviewed annually by representatives of *Industries électriques et gazières françaises* in order to ensure respect for their rights and career interests in their original branch of service. These representatives shall receive from the Algerian authorities the assistance required to accomplish their mission.

Article 5

The French authorities shall undertake, as far as possible, to place at the disposal of the competent Algerian authority those officials having permanent status with *Industries électriques et gazières françaises* who request posts in Algeria with *Électricité et Gaz d'Algérie*.

Such officials shall be reassigned to posts in *Industries électriques et gazières françaises* upon completing their assignment in Algeria.

In the event that they subsequently become established staff of *Industries électriques et gazières françaises*, the time spent in the service of *Électricité et Gaz d'Algérie* by the officials referred to in article 2 (c) above shall be taken into account for the purpose of promotion and the establishment of pension rights.

Article 6

The French officials referred to in this Protocol shall, in the performance of their duties, be subject to the Algerian authorities.

They may not request or receive orders from any authorities other than the Algerian authority to which they are responsible by reason of the duties entrusted to them. They may not take part in any political activity on Algerian territory. They must refrain from any action likely to injure the material and moral interests of either the Algerian or the French authorities.

The Algerian authorities shall, as appropriate, render to all the French officials the aid and protection they grant to officials of Algerian nationality serving with *Électricité et Gaz d'Algérie*.

Subject to the provisions of the last paragraph of article 3 above, the personnel covered by this Protocol shall enjoy the professional rights and be bound by the professional obligations prescribed in the legislation regulating their employment in Algeria. They shall be subject to taxation in the conditions specified in the legislation in force in Algeria.

Article 7

Every official covered by this Protocol shall receive from *Électricité et Gaz d'Algérie* the salary and the various regular benefits and, as appropriate, the family allowances to which an Algerian official of the same grade holding a post of the same level and performing the same duties may be entitled at all times.

This remuneration shall be payable monthly in arrears.

The official concerned shall also receive any other special allowances to which Algerian officials of *Électricité et Gaz d'Algérie* in the same situation may be entitled.

Article 8

The French Government shall, for its part, pay officials recruited in France who agree to sign a contract to serve in Algeria for at least one year a monthly technical co-operation bonus equivalent to 20 per cent of the base salary for the level of the official concerned in Algeria.

It shall also undertake to pay officials recruited in France who agree to sign a contract to serve in Algeria for two years an assignment allowance equivalent to one third of the annual base salary ("thirteenth month" bonus included) excluding those items of remuneration which relate to residence; the bonus shall be calculated on the basis of the level of the official concerned in his original branch of service if the official has permanent status with Industries

électriques et gazières françaises and on the basis of his level in Algeria if he does not. In addition, the bonus shall be increased by one twelfth of the annual base salary specified above for married officials and by one twelfth of that salary for each dependent child. Officials who do not sign a one-year contract shall receive half the bonus. They shall be paid the other half if, on the expiry of such a contract, they agree to sign a further contract for one year.

Article 9

The French Government shall pay the officials referred to in article 2 (a) above who agree to sign a contract to serve in Algeria for at least one year the monthly technical co-operation bonus mentioned in the first paragraph of article 8 above. It shall pay officials who do not agree to sign such a contract a monthly allowance equivalent to 10 per cent of the base salary for the level of the official concerned in Algeria, for the duration of effective service in Algeria after 1 July 1962.

It shall also undertake to pay immediately, upon request, to the officials referred to in article 2 (a) above who have continued to serve in Algeria after 1 July 1962 the first half of the reinstatement allowance provided for in the French regulations.

Article 10

If they sign a contract to serve in Algeria for two years, officials covered by this Protocol shall in addition receive on the expiry of that contract an additional bonus equivalent to 10 per cent of the base salary for their level in Algeria actually paid to them during that period.

Article 11

The level accorded to officials having permanent status with Industries électriques et gazières françaises recruited under these provisions may in no case be lower in Algeria than the level they hold in France; in addition, the level may be changed during the period of the assignment for purposes of indicating the promotion which was obtained by the official concerned in his original branch of service or which would be justified by his performance in Électricité et Gaz d'Algérie.

Article 12

Officials shall be entitled to a *per diem* allowance or reimbursement of expenses incurred by travel or transfer on official business in accordance with the general regulations which apply to Algerian officials occupying posts at the same level.

Article 13

Officials referred to in article 2 (a) of this Protocol shall be covered by the social welfare and retirement scheme of *Électricité et Gaz d'Algérie*.

Officials having permanent status with *Industries Électriques et Gazières Françaises* referred to in article 2 (b) shall continue to be covered by the special social welfare scheme and the retirement scheme of *Industries électriques et gazières françaises*.

Contributions normally made by the employer for the provision of social security benefits and the establishment of pension rights shall be paid by the two Governments.

Officials referred to in article 2 (c) of this Protocol shall be covered by the social welfare scheme of *Électricité et Gaz d'Algérie*.

Article 14

The personnel covered by this Protocol may not be transferred to a post requiring a change of residence without their written consent.

Article 15

Every official shall be entitled to reimbursement of the following expenses relating to his transfer from his place of residence to his duty station:

- (a) The costs of his travel by the shortest and most economical mode of transportation from his domicile to his duty station and, where applicable, the travel costs of his wife and minor dependent children;
- (b) The costs of his removal, packing and insurance of household and personal effects, upon presentation of invoices, up to an amount equivalent, if he is unmarried, to one month's remuneration or, if he is married or a head of household, to three months' remuneration as provided in article 7 above, excluding special allowances and expense allowances.

For the purpose of implementing the above provisions, the classification of officials as regards mode of transportation shall be that prescribed by the regulations applicable to Algerian officials occupying a post at the same level.

Article 16

Officials shall be entitled to one month's leave with pay for each year of service, up to a period not exceeding two months. Every two years, officials,

their wives and minor dependent children who spend their leave in France shall be entitled to eight days' travel time, plus an allowance for travel to and from Marseilles by the most economical mode of transportation. This allowance shall be computed on the basis of the carrier fares enforced at the time of the trip, and the classification of officials as regards mode of transportation shall be that prescribed by the regulations applicable to Algerian officials occupying a post at the same level.

Unused privileges may be carried over only to the following year with the approval of the competent Algerian authority. In the event that the official under contract fails to take advantage of these provisions for three consecutive years, he shall also be entitled to reimbursement of his expenses for travel by rail between Marseilles and his place of residence in France.

Article 17

In the event of an illness preventing an official from performing his duties, and provided such illness has been duly certified, he shall automatically be granted sick leave and, subject to the provisions of the fourth paragraph of this article, shall continue to receive his salary for active service excluding post allowances.

In the event of illness while on leave outside Algeria, he must produce a medical certificate countersigned by the Algerian diplomatic or consular mission in the country concerned.

The competent Algerian authority may at any time require an examination by a licensed physician or a specialist.

In the event that an official is unable to resume his duties at the end of six months' sick leave, he shall automatically revert to the jurisdiction of the French authorities without notice or compensation.

In the event that an official is absent on sick leave several times during his assignment for periods not exceeding the maximum specified above for each leave, but for an aggregate period exceeding six months or one fifth of the duration of the contract, the competent Algerian authority may return him to the jurisdiction of the French authorities with one month's notice without compensation.

If he was recruited after 1 July 1962, the official shall in all cases be entitled to a repatriation grant in accordance with the terms and conditions specified in article 15 above.

Women officials shall, as appropriate, be entitled to 18 weeks' maternity leave the spacing of which shall be established by *Électricité et Gaz d'Algérie*.

Article 18

In the event of an accident or a service-related illness, an official shall be entitled to receive his salary until he is able to resume his duties or until specialists are able to evaluate the disability caused by the accident or illness.

In the event that his assignment should end before he has been cured or his injuries have healed, it shall automatically be extended until such cure or healing has occurred.

Article 19

Officials referred to in article 2 (a) and (c) above who suffer a service-related accident or incur a service-related illness shall be entitled to reimbursement of medical and pharmaceutical costs which they incur in the manner specified in the regulations applicable to officials having permanent status with *Électricité et Gaz d'Algérie*.

In the event that the accident or illness should result in permanent total or partial disability, the official shall receive a disability pension calculated in the manner specified by the regulations referred to in the foregoing paragraph. The existence of the alleged disability, the fact that it is service-related, its consequences and the extent of disability shall be verified in accordance with the same regulations.

Article 20

The competent Algerian authority may terminate a contract at any time during its term; in that event it shall be required, subject to the provisions of article 26 below:

- (a) To give the official one month's notice for each year of service; however, notice shall in no case be less than one month or more than three months;
- (b) To pay a termination indemnity of one months' remuneration as provided in article 7 above for each year of service; however, this indemnity shall in no case represent less than one month's remuneration or exceed three months' remuneration;
- (c) To ensure that the official is repatriated in accordance with the terms and conditions specified in article 15 above.

Article 21

A contract may be terminated automatically without notice or termination indemnity if the official is under sentence of death, imprisonment or loss of civil rights.

In such instances, the Algerian authorities shall not pay a repatriation grant.

The official shall be required to repay, in an amount proportional to the unexpired term of his contract, the assignment allowance he received under the provisions of article 8.

Article 22

No disciplinary measures may be taken against officials covered by this Protocol other than their return, on stated grounds, to the jurisdiction of the French authorities.

The contract may also be terminated automatically without notice or termination indemnity if, after signing and agreeing to his contract or during its term, the official does not report for duty within the time-limits set by the establishment which employs him.

In those two cases the Algerian authorities shall not pay a repatriation grant. The official shall be required to repay, in an amount proportional to the unexpired term of his contract, the assignment allowance he received under the provisions of article 8.

The French authorities shall undertake to give consideration to the reasons for which the competent Algerian authorities decided to return the official in question to the former's jurisdiction under the first and second paragraphs of this article.

Article 23

An official may be released from his contract on three months' notice, provided that his reasons are deemed to be legitimate by the Algerian authorities.

In such instances, the Algerian authorities shall not pay a repatriation grant. The official may be required to repay the sums received pursuant to article 15 above and, where applicable, the assignment allowance specified in article 8 above in an amount proportional to the unexpired term of his contract.

Article 24

The French authorities may, in the light of a recommendation stating the grounds on which it is based of the Mixed Commission provided for in article 27 below, terminate by individual measures the assignment of officials referred to in this Protocol under conditions which shall not impair the efficiency of *Électricité et Gaz d'Algérie*. In such instances, the said authorities shall give

three months' notice. The latter shall reimburse the Algerian authorities the sums paid to the officials concerned under the provisions of article 15 above.

Article 25

Upon the expiration of their contracts, officials recruited after 1 July 1962 shall, subject to the provisions of articles 21, 22, 23 and 24 above, be entitled to reimbursement of their travel or repatriation costs in accordance with the terms and conditions specified in article 15 above.

Article 26

The competent Algerian authority shall undertake to transmit to the French authorities before 31 December 1962 the lists of French officials serving in Algeria on 1 July 1962 with *Électricité et Gaz d'Algérie* whose duties it intends to terminate. The officials concerned shall be returned to the jurisdiction of France from the first day of the month after the Algerian authority has notified them of the decision concerning them. Each of those officials shall, from that date, become the responsibility of the French authorities.

Within the same time-limit, the competent Algerian authority shall undertake to transmit to the French authorities the list of posts which it wishes to assign to French officials.

Article 27

Any difficulties which may arise from the application of this Protocol shall be submitted for consideration by a mixed commission on which both Governments shall have equal representation.

Article 28

The provisions of this Protocol shall enter into force on 1 July 1962.

However, contracts signed after 31 January 1963 by the officials referred to in article 2 (a) above shall take effect only on the date of signature.

DONE at Algiers, in duplicate, on 17 December 1962.

For the Government
of the French Republic:

[Signed]
J. M. JEANNENEY

For the Government
of the Democratic and Popular
Republic of Algeria:

[Signed]
M. KHEMISTI

EXCHANGES OF LETTERS

I, a

FRENCH EMBASSY IN ALGERIA

Algiers, 17 December 1962

Sir,

Articles 7, 8, 9 and 10 of the Protocol concerning the status of French officials working with *Électricité et Gaz d'Algérie* defined the components of the remuneration to be paid by Algeria and by France to French officials serving with *Électricité et Gaz d'Algérie* as of 1 July 1962.

During conversations between the representatives of the French Government and the representatives of the Algerian Government concerning the application of these articles, it was agreed that:

(1) In the event of a change in the remuneration paid to officials having permanent status either with *Électricité et Gaz d'Algérie* or with *Industries électriques et gazières françaises*, the French and Algerian Governments shall guarantee that the remuneration of officials covered by this Protocol is either maintained at its former level or raised to the level which results from the application of the adopted increase, whichever is more advantageous to the officials concerned. The division between the Algerian Government and the French Government of the additional expenses resulting from such changes shall be the subject of subsequent negotiations.

(2) The French Government shall undertake to consult the Algerian Government in the event that it should increase the financial benefits which it accords to French Officials serving in Algeria for purposes of technical co-operation.

I have the honour to request that you confirm your agreement to the terms of this undertaking and accept, Sir, etc.

J. M. JEANNENEY

His Excellency Mr. Mohammed Khemisti
Minister for Foreign Affairs
Algiers

II, a

DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA

MINISTRY OF FOREIGN AFFAIRS

The Ministry

Algiers, 17 December 1962

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

[See letter I, a]

I have the honour to inform you that I am in full agreement with this undertaking.

Accept, Sir, etc.

[Signed]
M. KHEMISTI

His Excellency Mr. Jean-Marcel Jeanneney
Ambassador, High Representative of the French Republic in Algeria
Algiers

I, *b*

FRENCH EMBASSY IN ALGERIA

Algiers, 17 December 1962

Sir,

Article 10 of the Protocol concerning the status of French officials working with *Électricité et Gaz d'Algérie* provides that:

“If they sign a contract to serve in Algeria for two years, officials covered by this Protocol shall in addition receive on the expiry of that contract an additional bonus equivalent to 10 per cent of the base salary for their level in Algeria actually paid to them during that period.”

Following the conversations on this point between the representatives of the French Government and the representatives of the Algerian Government, the French Government confirms that, during the period when the Protocol is applied, it will pay the officials concerned the amount of the additional bonus provided for in that article.

I have the honour to request that you confirm your agreement to this arrangement for the application of article 10 of the Protocol.

Accept, Sir, etc.

J. M. JEANNENEY

His Excellency Mr. Mohammed Khemisti
Minister for Foreign Affairs
Algiers

II, b

DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA

MINISTRY OF FOREIGN AFFAIRS

The Minister

Algiers, 17 December 1962

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

[See letter I, b]

I have the honour to inform you that I am in full agreement with this arrangement for the application of article 10.

Accept, Sir, etc.

[Signed]

M. KHEMISTI

His Excellency Mr. Jean-Marcel Jeanneney
Ambassador, High Representative of the French Republic in Algeria
Algiers

I, c

FRENCH EMBASSY IN ALGERIA

Algiers, 17 December 1962

Sir,

The third paragraph of article 13 of the Protocol concerning the status of French officials working with *Électricité et Gaz d'Algérie* provides that:

“Contributions normally made by the employer for the provision of social security benefits and the establishment of pension rights shall be paid by the two Governments.”

During the exchange of views which took place concerning this article between the representatives of the French Government and the representatives of the Algerian Government, it was agreed that the Algerian Government's contribution under this provision would consist of the amount which *Électricité et Gaz d'Algérie* would pay for the same purpose to its own officials who have permanent status; the difference between the amounts payable to the scheme of

Industries électriques et gazières françaises and the Algerian contribution as defined above shall be paid by the French Government.

I have the honour to request that you confirm your agreement to the arrangements for the application of this provision.

Accept, Sir, etc.

J. M. JEANNENEY

His Excellency Mr. Mohammed Khemisti
Minister for Foreign Affairs
Algiers

II, c

DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA

MINISTRY OF FOREIGN AFFAIRS

The Minister

Algiers, 17 December 1962

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

[See letter I, c]

I have the honour to inform you that I am in full agreement with the terms of this provision.

Accept, Sir, etc.

[Signed]

M. KHEMISTI

His Excellency Mr. Jean-Marcel Jeanneney
Ambassador, High Representative of the French Republic in Algeria
Algiers

I, d

FRENCH EMBASSY IN ALGERIA

Algiers, 17 December 1962

Sir,

The first paragraph of article 23 of the Protocol concerning the status of French officials working with *Électricité et Gaz d'Algérie* provides that:

“An official may be released from his contract on three months’ notice, provided that his reasons are deemed to be legitimate by the Algerian authorities.”

During the conversations concerning this article between the representatives of the Algerian Government and the representatives of the French Government, it was agreed that this provision could apply to the officials referred to in article 2 (a) only in so far as it does not interfere with the schedule of departures drawn up on the date of signature of the Protocol.

I have the honour to request that you confirm your agreement to the terms of this provision.

Accept, Sir, etc.

J. M. JEANNENEY

His Excellency Mr. Mohammed Khemisti
Minister for Foreign Affairs
Algiers

II, d

DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA

MINISTRY OF FOREIGN AFFAIRS

The Minister

Algiers, 17 December 1962

Sir,

I have the honour to acknowledge receipt of your letter of today’s date, which reads as follows:

[See letter I, d]

I have the honour to inform you that I am in full agreement with the terms of this provision.

Accept, Sir, etc.

[Signed]

M. KHEMISTI

His Excellency Mr. Jean-Marcel Jeanneney
Ambassador, High Representative of the French Republic in Algeria
Algiers