

No. 10926

**UNITED STATES OF AMERICA
and
MALI**

Agreement to provide social security benefits for certain employees of the United States of America in the Republic of Mali. Signed at Bamako on 2 December 1969

Authentic texts: English and French.

Registered by the United States of America on 2 February 1971.

**ÉTATS-UNIS D'AMÉRIQUE
et
MALI**

Accord visant à admettre à certains bénéficiaires de la sécurité sociale certains employés des États-Unis d'Amérique dans la République du Mali. Signé à Bamako le 2 décembre 1969

Textes authentiques: anglais et français.

Enregistré par les États-Unis d'Amérique le 2 février 1971.

AGREEMENT¹ TO PROVIDE SOCIAL SECURITY BENEFITS
FOR CERTAIN EMPLOYEES OF THE UNITED STATES
OF AMERICA IN THE REPUBLIC OF MALI

The Government of the Republic of Mali and the Government of the United States of America

Considering that voluntary participation by the United States in the Social Security System of Mali is, within certain mutually agreed limits, consistent with the law of Mali and the law of the United States;

Desiring to negotiate an agreement to effect such participation by the United States on behalf of employees of the United States who are citizens, nationals, or permanent residents of Mali;

Having accordingly appointed duly authorized plenipotentiaries for this purpose, have agreed as follows:

I. GENERAL

1. Insofar as compatible with the text of this agreement and with the sovereign immunity of the United States, participation by the United States in the Social Security System of Mali shall be in accordance with the following parts of the Malian Social Security Code:

- a. Part I —General Provisions of the Social Security System
- b. Part II —Scope of Benefits provided under the Social Security System
- c. Part IV—Resources and Contributions

2. This Agreement does not in any manner alter the privileges and immunities derived by the Contracting Parties from generally accepted principles of international law and practice and from treaties and agreements in force between them. This Agreement shall not subject the Government of the United States, its departments or establishments, or its officers or employees who are not within the group identified in Article II (1) of this Agreement to any civil, administrative or penal action provided by the legislation governing the Social Security System of Mali or by any other law or regulation.

¹ Came into force on 1 January 1970, in accordance with article V.

II. EMPLOYEES OF THE UNITED STATES TO WHOM THIS AGREEMENT SHALL APPLY

1. All employees of the United States in Mali who are citizens, nationals, or permanent residents of Mali, who are not citizens of the United States, and who are not participants in the United States Civil Service Retirement System, shall within the limits of their eligibility under Malian law be covered under this Agreement.

2. The reservation by the Contracting Parties of certain privileges, immunities and limitations of liability shall confer no rights on the employees of the United States to whom this Agreement applies. The rights and duties of such employees in matters relating to Social Security shall be determined by the law of Mali; benefits which they may derive or obligation which they may incur by virtue of this Agreement shall be identical to those of employees in private employment under the laws of Mali.

III. ADMINISTRATION

1. Subject to the provisions of Article I of this Agreement the United States shall undertake the following actions with respect to those provisions of the Malian Social Security Code referred to in said Article I as they relate to its employees as identified in Article II;

- a.* pay contributions as an employer;
- b.* withhold contributions of its employees, as appropriate;
- c.* remit to appropriate officials of Mali the said contributions;
- d.* make returns on forms and in the manner prescribed by Mali;
- e.* furnish information as may be relevant to the administration of the above identified provisions of the Malian Social Security System;
- f.* provide self-audit and self-inspection of its accounts and financial records required by the law of Mali for private employers.

2. The Agreement of the United States to assume the obligations enumerated in paragraph 1 of this Article shall not subject it to any penalty, penalty interest, lien or charge against its property, or the jurisdiction of any court, administrative tribunal, board, commission or other adjudicatory body.

3. If the United States should become eligible for a refund of contributions made pursuant to this Agreement because of overpayment or other cause, such amounts shall be applied in reduction of future obligations for contributions by the United States in accordance with paragraph 1, *b*, of this Article. Upon termination of this Agreement, any amounts outstanding to the credit of the United States and held by virtue of this Agreement shall be promptly refunded.

4. The Contracting Parties, prior to the effective date of this Agreement, shall jointly conclude administrative arrangements regulatory in nature for the further implementation of this Agreement. Amendments, modifications, additions and deletions of provisions in such administrative arrangements may be made by mutual consent throughout the currency of this Agreement.

IV. LIMITATIONS

1. Notwithstanding anything in this Agreement to the contrary;
 - a. the employment in, and the separation from, the service of the United States of persons defined in Article II (1) of this Agreement shall be in accordance with applicable laws and regulations of the United States; although the Embassy will attempt to bring its procedures as closely in line with Malian regulations as United States regulations will permit;
 - b. leave for employees of the United States in Mali shall be determined in accordance with provisions of the United States law relating to Annual and Sick Leave;
 - c. benefits for such employees on account of work-connected accidents, injuries, illnesses and disabilities shall be determined in accordance with provisions of United States law relating to Federal Employees Compensation. In the event an employee sustains an on-the-job injury as the result of the negligence of a third party and is awarded compensation by the United States Government under the provisions of the Federal Employees Compensation Act, the Government of Mali agrees to reimburse the United States Government for such compensation payments from any amounts the former may recover in any legal proceedings instituted by it against the negligent party;

- d. medical services provided for such employees in facilities of the United States Government in Bamako shall be limited to pre-employment physical examinations and emergency first aid treatment for work-connected injuries and/or diseases; and
- e. employees defined in Article II (1) shall be deemed to be workers within the meaning of Article I of the Malian Labor Code for purposes of this Agreement and for no other purpose.

V. EFFECTIVE DATE AND SUBSEQUENT AMENDMENT

1. This Agreement shall come into force and be effective on the first day of January 1970, and subject to observance of the Agreements and covenants herein, shall remain in force until terminated in accordance with Article VI thereof.

2. This Agreement may be amended at any time by mutual consent of the Contracting Parties.

VI. TERMINATION OF AGREEMENT

Either party may terminate this Agreement on the thirty-first (31st) day of December of any year by giving notice in writing to the other party on or before the thirtieth (30) day of the preceding June.

DONE this second day of December in the year nineteen hundred and sixty-nine in duplicate at Bamako, Republic of Mali, in the English and French Languages, both texts being equally authentic.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

[Signed]

G. EDWARD CLARK

Ambassador
of the United States of America

[Signed]

BOUBACAR DIALLO

Minister of Labor
Republic of Mali