

No. 11144

**FRANCE
and
UPPER VOLTA**

**General Agreement for technical co-operation in personnel matters
(with annex concerning judicial personnel made available to the
Republic of the Upper Volta). Signed at Paris on 24 April 1961**

Authentic text: French.

Registered by France on 11 June 1971.

**FRANCE
et
HAUTE-VOLTA**

**Accord général de coopération technique en matière de personnel
(avec annexe relative aux magistrats mis à la disposition de la
République de Haute-Volta). Signé à Paris le 24 avril 1961**

Texte authentique: français.

Enregistré par la France le 11 juin 1971.

[TRANSLATION — TRADUCTION]

GENERAL AGREEMENT¹ FOR TECHNICAL CO-OPERATION IN PERSONNEL MATTERS BETWEEN THE FRENCH REPUBLIC AND THE REPUBLIC OF THE UPPER VOLTA

The Government of the French Republic, on the one hand,
The Government of the Republic of the Upper Volta, on the other,
Have agreed on the following provisions:

Article 1

The two Governments reaffirm their desire to co-operate in personnel matters.

For this purpose, the French Republic shall establish, within the framework of its representation at Ouagadougou, a Mission for Aid and Co-operation.

Article 2

The Government of the French Republic shall, as far as possible, make available to the Government of the Republic of the Upper Volta, the personnel which the latter considers necessary for the operation of its public services. The provision of such assistance shall be independent of any assistance forming the subject of special conventions relating either to the operation of certain services or institutions, or to the execution of temporary missions with specific objectives.

Article 3

In accordance with agreements concluded between the two Governments, the French Republic shall, as far as possible, facilitate the training or advanced training of the personnel from the public and private sectors presented by the Republic of the Upper Volta.

¹ Came into force on 30 August 1961, the date of entry into force of the Treaty on co-operation signed on the same day (see p. 171 of this volume), in accordance with article 21.

Article 4

On the entry into force of this Agreement, the Government of the Republic of the Upper Volta shall transmit to the Government of the French Republic a list of the posts to which it wishes to assign personnel made available to it by the Government of the French Republic, to be held by such personnel for a period of two years.

The Government of the Republic of the Upper Volta may submit to the Government of the French Republic requests naming officials whom it wishes to be made available to it.

The two Governments shall then draw up by agreement a list of posts which could be held by personnel made available by the French Republic to the Republic of the Upper Volta. The agreement may be reviewed annually.

Within the limits of the staff thus agreed on, the Government of the French Republic shall make available to the Government of the Republic of the Upper Volta such of its personnel as it can release.

Article 5

With a view to filling the posts referred to in article 4 above, the Government of the French Republic shall at the earliest possible date submit to the Government of the Republic of the Upper Volta the candidatures of personnel whom it intends to make available for service in the territory of the latter.

On receipt of the candidatures, the Government of the Republic of the Upper Volta shall have one month in which to agree to or reject them.

Once that time-limit has expired, or in the event of rejection, the personnel who have not been accepted shall revert to the jurisdiction of the Government of the French Republic.

The latter shall, however, as far as possible, submit new proposals which may be accepted or rejected on the conditions set forth above.

Article 6

The notification of acceptance of any candidate by the Government of the Republic of the Upper Volta shall indicate the nature of the employment offered and no more than two possible duty stations.

The Government of the Republic of the Upper Volta may change the duty station(s) indicated in the event that an accepted candidate begins his travel more than one month after the date of travel specified in the notification of acceptance or in the event of urgent service requirements which were entirely unforeseeable at the time the notification was transmitted.

The appointment of accepted candidates shall be announced by decision of the competent authority of the Republic of the Upper Volta for a duration of two years and shall take effect from the date of arrival of the officials concerned in the territory of that Republic.

Any transfer of personnel covered by this Agreement, contemplated by the Government of the Republic of the Upper Volta, which would result in a change in the level or nature of the posts to which they have been appointed by virtue of article 5 above shall be the subject of consultations between the two Governments.

Article 7

Personnel governed by the legislation and regulations of the French Republic who, on the date of entry into force of this Agreement, are employed in the territory of the Republic of the Upper Volta in services which are under the authority of the Government of the latter shall be considered as having been made available to the Republic of the Upper Volta so that they may continue to exercise their functions.

They shall be subject to the provisions of this Agreement. However, the expiry of the period of assignment specified in article 6 above shall, in their case, coincide with the termination of their tour of duty under the relevant regulations and the leave corresponding thereto.

Article 8

The period of assignment shall include the tour of duty and the leave which accompanies that tour. It shall be for two years in the case of personnel

subject to the system of annual leave and 30 months for personnel subject to the system of biennial leave.

The tour of duty in the Upper Volta may be extended in the conditions set forth in the statutes to which the person concerned is subject — unless an opinion to the contrary is given by the competent medical authorities — by a simple exchange of letters between the contracting parties at least one month before the expiry of the normal term.

Any extension for a period of more than four months shall require the consent of the official concerned.

On the expiry of the tour of duty and the leave corresponding thereto, personnel shall automatically revert to the jurisdiction of the French Republic.

Article 9

The Government of the French Republic and the Government of the Republic of the Upper Volta reserve the right to terminate the assignment at any time, provided that they notify simultaneously the other Government and the person concerned, through the French representation (Mission for Aid and Co-operation), giving one month's notice from the date of such notification.

Where the assignment is terminated prematurely by decision of the Government of the Republic of the Upper Volta, all the expenses connected with the return passage in accordance with the French regulations shall be borne by the Government of the Upper Volta.

Such termination of assignment shall not preclude the replacement of the official concerned in the conditions set forth in article 11 below.

In the event of premature return at the official's explicit request, the cost of return travel shall not be borne by the Republic of the Upper Volta.

Article 10

Subject to the provisions of article 7 above, the granting of administrative leave to personnel during their assignment shall not terminate such assignment.

If, however, the Government of the Republic of the Upper Volta does not intend to use the services of the officials concerned during the unexpired

period of assignment following such leave, it shall notify them, thereof, at least one month before their departure on leave. A copy of the notification shall be addressed to the French representation (Mission for Aid and Co-operation).

Decisions granting leave shall be taken by the Government of the Republic of the Upper Volta and endorsed by the French representation (Mission for Aid and Co-operation). The transport costs shall be borne by the French Republic in the conditions set forth in article 17 below.

For certain posts, a list of which shall be drawn up by agreement between the two Governments and the occupants of which shall be designated by name by an exchange of letters, the Government of the Republic of the Upper Volta shall be free to arrange leave in accordance with the interests of the service, provided that the relevant statutory rights of the officials concerned are respected.

In that event, the provisions of the first three paragraphs of article 17 below shall apply only in respect of the travel of technical co-operation officials at the time of and following the actual tour of duty specified in their statutes.

These provisions shall not apply to leave established for judicial personnel.

Evacuation of technical co-operation officials for health reasons, convalescent leave and extended leave granted outside the territory of the Republic of the Upper Volta to the personnel concerned shall terminate the assignment. The same shall apply in the case of sick leave involving repatriation.

Article 11

In the event of termination of service, for whatever reason, the Government of the French Republic shall make the necessary arrangements, at the request of the Government of the Upper Volta, to provide replacements for the outgoing personnel.

Article 12

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

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 either the Government of the French Republic or the Government of the Republic of the Upper Volta.

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

In the performance of their duties, officials to whom this Agreement applies shall in general receive aid and protection from the Government of the Republic of the Upper Volta.

Article 13

Technical co-operation personnel made available to the Republic of the Upper Volta may not engage in any lucrative activity other than those authorized in the statutes to which they are subject and then only to the extent that such provisions are not contrary to the legislation of the Republic of the Upper Volta. When the spouse of an official assigned to the Republic of the Upper Volta wishes to engage in any private lucrative activity in the territory of that State, the official must make a prior request to that effect to the Government of the Republic of the Upper Volta, which shall take its decision with the concurrence of the Government of the French Republic.

Article 14

The Government of the Republic of the Upper Volta shall, at the regular intervals established under the regulations of the French Republic, forward to the Government of the French Republic, through the French representation (Mission for Aid and Co-operation), reports on the manner in which the personnel made available to it under this Agreement are performing their duties. Such reports shall be incorporated in the personnel file of the persons concerned.

The Government of the Republic of the Upper Volta shall notify the French representation (Mission for Aid and Co-operation) of any assignment or transfer of the personnel covered by this Agreement.

Article 15

In cases of professional misconduct, the personnel made available to the Government of the Republic of the Upper Volta under this Agreement may not incur any administrative penalty on the part of that Government other than their return, on stated grounds, to the Government of the French Republic, accompanied, where necessary, by a report specifying the nature and circumstances of the imputed facts. The provisions of this paragraph shall not preclude the application by the Government of the French Republic of the disciplinary procedures provided for in the statutes to which the persons concerned are subject.

When the acts imputed to the personnel returned to the Government of the French Republic give rise to the imposition of a penalty by the competent authority, the Government of the Republic of the Upper Volta may request the Government of the French Republic to reimburse the costs of their return travel.

Article 16

The French Republic shall bear the costs of the contractual remuneration of the personnel covered by this Agreement.

The Republic of the Upper Volta shall contribute to such costs in accordance with arrangements agreed upon between the two Governments.

Article 17

The Government of the French Republic shall likewise, subject to the provisions of articles 9 and 10 above, bear the costs of:

- transportation of the personnel made available to the Republic of the Upper Volta and their families from their place of residence to the point of entry into the Republic of the Upper Volta and, at the time of repatriation, from the point of departure from the Republic of the Upper Volta to the place specified, in so far as they are concerned, in the regulations in force in the French Republic;
- the travel allowances payable for the above journeys, subject to the same reservations;

- the contribution necessary to maintain the pension rights of the personnel concerned, in accordance with the rates in force under the regulations of the French Republic.

Article 18

The Republic of the Upper Volta shall provide the technical co-operation personnel with the benefits in kind attached to the posts specified in the letters of appointment. Housing and furniture shall be provided without deductions to the personnel made available to it, having regard to the posts occupied, the service grade and the family situation of the official concerned.

The Government of the Upper Volta shall provide such personnel and their families with free medical care and treatment in its health services.

The Government of the Republic of the Upper Volta shall bear the costs of special remuneration and specific allowances attached to the posts held or functions exercised as laid down in the regulations of the Upper Volta, allowances for overtime or leave, travel or mission expenses and allowances incurred in or outside the Upper Volta pursuant to a decision of the Government of the Republic of the Upper Volta.

Article 19

The technical co-operation personnel shall be subject to the rules of taxation annexed to this Agreement, which shall apply to them in the Republic of the Upper Volta as from 1 January 1961.

Article 20

The terms and conditions for the application of this Agreement shall be established, as and when necessary, by special agreements between the two Governments or their duly authorized representatives.

Additional protocols may be concluded to cover officials in certain services or groups of services in consideration of their special status or the special functions which they may be called upon to assume in the Republic of the Upper Volta. Such protocols may in exceptional circumstances waive certain provisions of this Agreement.

The French representation (Mission for Aid and Co-operation) shall be informed of all documents pertaining to this Agreement which may be addressed to the Government of the French Republic by the Government of the Republic of the Upper Volta.

Article 21

This Agreement shall enter into force on the same date as the Treaty on co-operation ¹ signed on this date.

DONE at Paris on 24 April 1961.

For the Government
of the French Republic:

[Signed]

MICHEL DEBRÉ

For the Government
of the Republic of the Upper Volta:

[Signed]

MAURICE YAMÉOGO

ANNEX CONCERNING JUDICIAL PERSONNEL MADE AVAILABLE
TO THE REPUBLIC OF THE UPPER VOLTA

The Government of the French Republic, on the one hand,
The Government of the Republic of the Upper Volta, on the other,
Have agreed on the following provisions:

Article 1

The purpose of this annex is to determine, in accordance with the General Agreement for Technical Co-operation in Personnel Matters, the special conditions for co-operation between the French Republic and the Republic of the Upper Volta 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 annex.

¹ See p. 171 of this volume.

Article 2

The French Republic and the Republic of the Upper Volta shall develop cooperation with regard to judicial personnel, in particular by organizing training courses for judicial personnel of the two countries and by introducing regular exchanges of information on technical legal matters.

Article 3

In order to enable the Government of the Republic of the Upper Volta to ensure the operation of its courts and the administration of justice, the Government of the French Republic undertakes to make available to the Government of the Republic of the Upper Volta, as far as possible, the judicial personnel which it requires.

Article 4

The two Governments shall draw up a list of the judicial posts to be filled under the technical assistance arrangements.

The name of the judicial officer proposed for each category of post by the Government of the French Republic shall be submitted, together with detailed background information, for the approval of the Government of the Republic of the Upper Volta.

The President of the Republic of the Upper Volta shall proceed to appoint the judicial personnel made available to him, who shall be assigned according to their grade.

Article 5

The judicial personnel shall be made available to the Republic of the Upper Volta for the performance of duties in a given post for a two-year term which may be renewed.

The judicial personnel made available to the Republic of the Upper Volta may, without their consent, receive a new assignment for the purpose of ensuring the necessary continuity of service; in such cases, they shall be appointed 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 11 below.

With the exception of temporary duties, in no case may a judicial officer serving under the technical assistance arrangements be entrusted with judicial functions giving him authority over judicial personnel belonging to a grade higher than his own in his original service.

Article 6

The two Governments may terminate the assignment or the post, before the expiry of the normal period, on the recommendation of the commission referred to in article 11 in the case of a member of the *Parquet*, or with the concurrence of the said commission in the case of a member of the Bench.

The decision to bring the matter before the commission shall be notified to the other Government and to the judicial officer concerned 15 days before the meeting. A hearing shall automatically be granted to the person concerned on request. The complete file of the case shall be transmitted to him at least eight clear days before the commission meets. The Commission's recommendation shall be transmitted to the Governments.

A decision to terminate the assignment of a judicial officer before the expiry of the normal period shall not constitute a disciplinary measure and shall not be subject to any form of appeal by the official concerned.

The notification of such a decision shall be accompanied by a full report for purposes of referral to the disciplinary body having jurisdiction in respect of the judicial officer.

Article 7

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 Republic of the Upper Volta can appoint him to a post corresponding to the new grade or new group.

Article 8

The provisions of the General Agreement shall be applicable to judicial personnel only in so far as they are compatible with the statutory provisions applicable to them and with their professional obligations.

Judicial personnel shall enjoy the independence, immunities, guarantees, privileges, honours and prerogatives to which the same functions would entitle them in France.

Furthermore, they shall have the same duties and the same rights as the judicial personnel of the Republic of the Upper Volta.

The Government of the Republic of the Upper Volta shall protect them 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.

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

Article 9

Judicial personnel made available to the Republic of the Upper Volta shall be entitled to the annual leave provided for in the French regulations relating to technical co-operation personnel. The Government of the Upper Volta may, however, refuse to grant annual leave when the courts are not in recess, except in the case of judicial personnel who have been on duty during the previous recess.

Article 10

No correctional or criminal proceedings may be instituted against a judicial officer except with the approval of the majority of members of the commission provided for in article 11. 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 the territory of the Republic of the Upper Volta at the time of the entry into force of this Annex.

Article 11

The commission referred to in articles 5, 6 and 10 above, in which articles its functions are laid down, shall be composed of:

- Six members, including three judicial officers designated by the Minister of Justice of the Republic of the Upper Volta and three judicial officers, members of the Bench, assigned to the Government of the Republic of the Upper Volta, who are the most senior in the highest grade—when the number of judicial officers assigned exceeds 40.
- Four members, including two judicial officers designated by the Minister of Justice of the Republic of the Upper Volta and two judicial officers, members of the Bench, assigned to the Government of the Republic of the Upper Volta, who are the most senior in the highest grade—when the number of judicial officers assigned is 40 or less.

In either case, the President shall be a judicial officer member of the Bench who is the most senior in the highest grade.

If the votes are equally divided, the President shall have a casting vote.

Article 12

The chief judicial officers (*Chefs de Cour*) shall, in accordance with the procedure laid down in the General Agreement, draw up and transmit reports on the manner in which the judicial personnel are performing their duties, in the way and at the intervals prescribed in the statutes to which they are subject in their original service.

Article 13

Any problems relating to the career of the judicial personnel in their original service may be reviewed once a year by a mission the expenses of which shall be borne by the budget of the French Republic. The Government of the Republic of the Upper Volta shall facilitate the task of the head of the mission, who shall be assisted by a representative of the Minister of Justice of the Republic of the Upper Volta.

DONE at Paris, on 24 April 1961.

For the Government
of the French Republic:

[Signed]

MICHEL DEBRÉ

For the Government
of the Republic of the Upper Volta:

[Signed]

MAURICE YAMÉOGO