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FRANCE and SYRIAN ARAB REPUBLIC

Agreement on technical co-operation. Signed at Paris on 2 July 1970

Authentic texts: French and Arabic. Registered by France on 27 January 1972.

FRANCE et RÉPUBLIQUE ARABE SYRIENNE

Accord de coopération technique. Signé à Paris le 2 juillet 1970

Textes authentiques : français et arabe. Enregistré par la France le 27 janvier 1972. [TRANSLATION — TRADUCTION]

AGREEMENT ON TECHNICAL CO-OPERATION ¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC

The Government of the French Republic and the Government of the Syrian Arab Republic, actuated by a mutual desire to increase exchanges between the two countries of experts, research workers and technicians in the fields pertaining to economic and social development, on the basis of equality of mutual interests, non-intervention in the internal affairs of the other Party and integral respect for the dignity and sovereignty of both countries, and desiring to establish the general framework for their technical co-operation and to determine its modalities, have agreed on the following provisions:

Article 1

The Government of the French Republic and Government of the Syrian Arab Republic decide to organize their technical co-operation in such fields, and in accordance with such procedures as are determined below, which may subsequently be specified in greater detail by means of supplementary arrangements concluded pursuant to the provisions of this Agreement. For this purpose, an initial meeting shall be organized within the six months following the entry into force of this Agreement.

Article 2

This co-operation may be carried on in any of the following ways:

- (a) The assignment to the other Party of experts whose functions shall be to participate in studies, to collaborate in the training of administrative and technical personnel, to provide technical assistance in specific fields, including technical, scientific and agricultural instruction;
- (b) Participation of experts or technical personnel in study courses or vocational training programmes;

¹ Came into force on 24 May 1971, the date of the last of the communications by which each Party notified the other that the procedures required under its Constitution had been completed, in accordance with article 11.

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- (c) The organization of study courses or advanced study courses, the granting of scholarships and training fellowships;
- (d) The exchange of information and documentary material; the organization of lectures, the presentation of films and the dissemination of technical and scientific information by any other means;
- (e) Any other form of technical co-operation agreed upon between the two Parties.

Article 3

The apportionment of financial costs arising from co-operation operations other than the expert missions provided for in article 4 shall be determined by means of supplementary arrangements in accordance with the provisions of article 1.

Article 4

The expert missions placed at the disposal of the Syrian Government by the French Government under this Agreement shall be financed as provided in the following rules:

- (a) For missions of a duration of 10 months or more, the cost of the experts' salaries, and the travel and removal expenses for the experts and their families, shall be shared between the two Governments in accordance with modalities to be specified in special arrangements;
- (b) French expert missions of less than 10 months' duration shall be financed by the French Government;
- (c) The Syrian Government shall be responsible for any travel costs incurred by the experts in Syria in carrying out their missions.

Article 5

The experts referred to in article 4 shall be subject to the following régime during their mission in Syria:

(a) The Syrian Government shall guarantee the security of the experts and their families. It shall assume responsibility for any damage suffered by the experts and their families as a result of their functions and for any damage caused by the experts to third parties in the exercise of their functions.

(b) The Syrian Government shall extend to the experts coverage of the medical insurance scheme provided for its own officials or for any other foreign personnel employed under the cultural or technical co-operation programme in Syria.

(c) The Syrian Arab Republic shall exempt the experts from all taxation on whatever sums may be paid to them by the French Government.

The organizations or institutes to which the experts are assigned to carry out their missions shall be responsible for paying the income tax on the salary paid to the experts by the Syrian authorities.

(d) The experts may, at any time during their mission, change up to 50 per cent of the sums that they receive in Syrian pounds into French francs and transfer them to France.

(e) The Syrian Government shall exempt the experts of French nationality recruited outside Syria who are working for the Syrian ministries and institutions concerned, and the members of their families, from all duties, taxes and charges of any kind that are in force, such as, although this list is not exhaustive:

Fiscal and municipal taxes; School tax; Customs duties and charges; Charges on vehicles,

with regard to:

- (a) A single vehicle admitted under the régime of temporary importation;
- (b) The work instruments they require to carry out their mission;
- (c) Their luggage, effects, personal furniture and equipment, including specifically refrigerators, air conditioners, fans, cookers, radiators, photographic and cinematographic appliances, television sets... which they may have occasion to import into Syria, within a time-limit of one year from the date of their first arrival.

However, the exemptions shall not be so great as those granted to members of the diplomatic corps accredited to the Syrian Arab Republic.

As soon as their mission is terminated and at the end of their stay, these experts shall be free either to re-export or to sell all or part of the effects they have imported, and for this purpose an import license shall then be issued by the competent authorities, even if the import of such goods has been prohibited or suspended.

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The resale of goods in Syria shall be subject to the laws and regulations in force.

(f) The provisions contained in this article may be extended, by supplementary arrangements, to other personnel placed at the disposal of the Syrian Government by the French Government.

Article 6

The competent authorities of each State shall designate the technicians called upon to collaborate with the experts sent by the other Party. The experts shall pay particular attention during their mission to providing their colleagues with any useful information on the methods and techniques used in their field of competence.

Article 7

Each of the two Parties undertakes to provide the experts sent to it under this agreement with such operational, transport, translation and secretarial facilities and such manpower and equipment as they may need for the fulfilment of their mission.

Article 8

The nationals of each of the two Parties while in the territory of the other Party by virtue of this Agreement shall be required to comply with the laws and regulations in force in that territory. The régime governing their stay and their movements shall be as liberal as possible.

Article 9

If the French Government supplies the Syrian Government or the communities or organizations designated by mutual agreement with machinery, implements or equipment, the Syrian Government shall authorize the entry of such supplies free of customs duties and other import or re-export charges, prohibitions and restrictions and of all fiscal levies.

Article 10

A Mixed Commission, the members of which shall be appointed by the two Governments shall be responsible for studying questions concerning the application of this Agreement. This Commission shall meet, in principle every two years, alternately in Paris and in Damascus; it shall be presided over by a French national in Paris and by a Syrian national in Damascus. It shall establish the programme for succeeding years in the light of the results obtained and shall submit it to the Governments for approval. During the interval between meetings of the Commission, the programme may be modified by mutual agreement.

Article 11

Each Party shall notify the other Party when the procedures required under its Constitution for the entry into force of this Agreement have been completed. The Agreement shall enter into force on the date of the last such notification.

Article 12

This Agreement is concluded for a period of five years from the date of its entry into force. It shall be extended by tacit agreement. It may be denounced at any time by either of the two Parties such denunciation to take effect upon the expiry of a period of six months' notice.

DONE at Paris, on 2 July 1970, in two copies, one in the French language and the other in the Arabic language, both texts being equally authentic.

For the GovernmentFor the Governmentof the French Republic :of the Syrian Arab Republic :

[Signed] P. LAURENT [SEAL] [*Signed*] Kamel Hussein [seal] 1972