

No. 11561

**FRANCE
and
UGANDA**

**Agreement for cultural and technical co-operation. Signed at
Kampala on 14 July 1970**

Authentic texts : French and English.

Registered by France on 2 February 1972.

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et
OUGANDA**

**Accord de coopération culturelle et technique. Signé à Kampala le
14 juillet 1970**

Textes authentiques : français et anglais.

Enregistré par la France le 2 février 1972.

AGREEMENT¹ FOR CULTURAL AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF UGANDA

The Government of the French Republic and the Government of the Republic of Uganda, being anxious to make their ties of friendship even closer and to determine, on the basis of equality between the Contracting Parties, the general frame-work for their cooperation in cultural, scientific and technical fields, have agreed as follows :

Clause 1

The two Governments have decided to organise cultural and technical cooperation between the two countries in the fields of education, administrative and technical training of higher grade personnel, development and research, pertinent to the provisions which may subsequently be defined through complementary agreements in accordance to the present Agreement.

Clause 2

In order to facilitate the development of cultural and technical cooperation between the two countries, the two Governments will seek ways of promoting the teaching of the French language in Uganda.

Clause 3

The Contracting Parties, recognising the importance of the training of teachers responsible for teaching the French language and culture in Uganda, will give each other their mutual assistance to this end, principally by setting up teaching courses and sending study missions.

Clause 4

Each Contracting Party will assist the functioning of its territory of any cultural, technical or scientific institutions, or educational, cultural and research

¹ Came into force on 18 April 1971, the date of the exchange of the instruments of ratification, which was effected by notifications dated on 2 March and 18 April 1971, respectively, in accordance with clause 13.

establishments which the other party may establish there with the agreement of the competent national authority. Each Contracting Party will also assist the functioning on its territory of any private establishment contributing to the teaching of the language and culture of the other country.

Clause 5

The Contracting Parties will, within the frame-work of their respective national laws, reciprocally promote the entry and distribution within their territories :

- of books, periodicals, cultural, technical and scientific publications and relevant catalogues;
- of works of cinema, of music (in the form of scores or sound recordings), radio and television programmes;
- of works of art and reproduction of the same.

As far as possible they will assist any activities or exchanges organised in these fields.

To this effect, the Contracting Parties permit in the frame-work of their national legislation, the repatriation of all copyrights, fees, and incomings received from the distribution and the sale of cultural materials relating to the present clause.

Clause 6

In order to put this cultural, technical and scientific cooperation between the Contracting Parties in action, the French Government, following a request by the Government of the Republic of Uganda, will make every effort to :

- (a) Place at the disposal of the Government of the Republic of Uganda advisers and operational experts, including teachers and professors, whose duty will be to give technical advice about particular problems, to teach in secondary or higher establishments, or to participate in studies, or to organise training courses.
- (b) Provide assistance to the Government of Uganda so that it may carry out its programmes of research in the fields of culture, or science, or of economic development, mainly through the collaboration of French establishments and organisations specialised in these matters.

- (c) Grant scholarships and fellowships or make other arrangements under which candidates nominated by the Government of the Republic of Uganda and approved by the Government of the French Republic shall study or receive training of any kind in France or in a third country mutually agreed upon by the two Contracting Parties. In view of the selection of candidates of cultural and technical grant scholarships and fellowships offered by the Government of the French Republic a special joint commission shall meet each year in Kampala.
- (d) Send documents and any other media containing cultural, technical and scientific information.
- (e) Ensure the collaboration of organisations which are specialised in the field of study covering economic and social development.

Clause 7

A joint commission, whose members will be appointed in equal number by the two Governments respectively and to which experts may be added, will, as a rule, meet at least once in every two years, alternately in Paris and Kampala; it will examine, in the light of the results already achieved, the programme for the following years and submit it to the two Governments for approval. During the intervening period between the meetings of the commission the programme may be modified by common consent.

Clause 8

With regard to advisers, operational experts, including teachers and professors and other French technicians who may be sent to Uganda within the frame-work of the present Agreement and further complementary agreements which may be concluded, this cooperation set up between the Governments of France and Uganda shall be established on a common financial basis and in accordance with the following conditions :

The personnel placed at the disposal of the Government of the Republic of Uganda is composed of two categories, namely :

- (a) The expert advisers, including professors who are recruited under short term contracts, that is less than six months or for a period of more than six months.
- (b) the personnel of cooperation including school teachers recruited exclusively under a long term contract.

I. LONG AND SHORT TERM EXPERT ADVISERS,
INCLUDING UNIVERSITY TEACHING STAFF

1. *Status, privileges and immunities*

The Government of the Republic of Uganda (hereinafter referred to as "the Government") recognize that the advisers, including professors (hereinafter called "personnel") shall :

- (a) be immune from legal process in respect of words spoken or written and all bonafide acts performed or omitted to be performed by them in their official capacity;
- (b) be immune from national service obligations;
- (c) be immune, together with their spouses and dependants, from immigration restrictions and alien registration;
- (d) be accorded the same privileges in respect of exchange facilities as are accorded to technical assistance personnel of other countries serving in Uganda;
- (e) be given, together with their spouses and dependants, repatriation facilities in time of international crises;
- (f) be provided by the Government with a document identifying them and promising them full assistance by the appropriate national authorities in the performance of the tasks assigned to them.

2. *Salary*

The Government of the French Republic shall provide for all salary (including leave salary) and allowances accruing to the personnel as a consequence of their service in Uganda, as mentioned in paragraph 1 of the present clauses.

3. *Taxation and Customs*

(a) The personnel will be liable for income tax, graduated tax, and development tax on that part of their emolument which accrues in, or is derived from East Africa other than that specified in point (b) of this paragraph.

(b) The Government will make provision for the exemption from income tax, graduated tax, and development tax of the personnel in respect to any emoluments paid directly to them from the Government of the French Republic.

(c) The Government will make provision for exemption from all import and export duties and other public charges, and meet any harbour dues in respect of equipment and supplies provided by the Government of the French

Republic for approved technical assistance projects as specified in the present Agreement.

(d) The Government will make provisions for the exemption from all duties and taxes imposed on the import of furniture and personal effects, which is the property of the personnel or their families intended for their own personal and/or domestic use within six months of the arrival in Uganda of the personnel or their families, whichever is the latter. Personal effects to be deemed to include : radio, photographic equipment, record-player, tape-recorder, refrigerator, air conditioning unit, which the personnel or their families can declare to have used before arrival in Uganda.

(e) The Government will make provision for the exemption from all duties and taxes imposed on the import and export of one motor vehicle (new or used) for the personnel to use (one each), or the purchase of such a motor vehicle within Uganda out of duty free stock within six months of their arrival in Uganda, provided that a motor vehicle imported or purchased under these privileges shall be liable for such duties and taxes if resold in East Africa, unless resold to a person entitled to the same privileges.

(f) The Government will make provision for the exemption from all duties and taxes imposed on the export of furniture and personal effect, as mentioned in paragraphs (d) and (e) of the present clause which will be re-exported within three months of the departure of the personnel and their families.

4. *International travel and passages*

The Government of the French Republic shall provide :

- (a) The full cost of international travel to and from Uganda for the personnel and their families;
- (b) the cost of shipping to and from Uganda the personal household effects of the personnel and their families within the frame-work of the existing regulations.

5. *Transport and travel within Uganda*

Transport and travel shall be provided by the Government :

- (a) From the point of entry to the duty station on arrival in Uganda and from the duty station to the point of departure at the end of the assignment for the personnel; their personal belongings, and where applicable, their families and household goods.
- (b) For all official purposes on the same terms as Government officers of similar status; (for official journeys performed by the personnel in their personal motor cars, a mileage allowance will be paid at appropriate Government rates).

- (c) For approved supplies and equipment for official purposes from the point of entry and departure, and the duty station.

6. *Housing*

(a) The Government shall provide for the personnel and their families adequate living accommodation for comparable Government officers and bear the cost of upkeep and maintenance of such accommodation on payment of rent (ranging from £4–£7 depending on the size of the house).

(b) If the personnel and their families initially reside in an hotel, the Government shall fulfil its obligation by refunding to the personnel an amount equivalent to 50 per cent of the full hotel bill (board and lodging, but excluding any extras, such as laundry, etc.).

7. *Leave*

The Government shall permit the personnel to take such leave during their service in Uganda as shall be agreed and specified in the memorandum relating to their assignments.

8. *Medical Care*

The Government shall provide free medical care and hospitalization facilities for the personnel at a subsidized rate, to the same extent as are provided for national public officers of comparable rank.

II. OPERATIONAL PERSONNEL INCLUDING TEACHERS

1. *Status, privileges and immunities*

The Government of the Republic of Uganda (hereinafter referred to as “ the Government ”) recognizes that the operational experts, including teachers (hereinafter called “ officers ”), shall :

- (a) be immune from legal process in respect of words spoken or written and all bonafide acts performed or omitted to be performed by them in their official capacity;
- (b) be immune from national service obligations;
- (c) be immune, together with their spouses and dependants, from immigration restrictions and alien registration;
- (d) be accorded the privileges in respect of exchange facilities as accorded to officials of comparable rank forming part of the national administration of the Government (Uganda Operational Staff);

- (e) be given, together with their spouses and dependants, repatriation facilities in time of international crises;
- (f) be accorded the privileges to repatriate their earnings to France at the end of their tour.

2. *Salary*

(a) The Government shall pay the salary and related emoluments, which would be due to a national public officer, and other comparable employee holding the rank to which the officers are assimilated.

(b) The Government of the French Republic shall provide an additional element of salary and such other emolument, supplementary to the salary and allowances provided for in point (a) of this paragraph.

3. *Taxation and customs*

(a) The officers will be liable for income tax, graduated tax, and development tax on that part of their emolument which accrues from the Government, and on any other income which accrues in or is derived from, East Africa, other than that specified in point (b) of this paragraph.

(b) The Government will make provision for the exemption from income tax, graduated tax, and development tax of the officers in respect of any emoluments paid directly to them from their sponsoring Government.

(c) The Government will make provision for exemption from all import and export duties and other public charges, and meet any harbour dues in respect of equipment and supplies provided by the Government of the French Republic for approved technical assistance projects as specified in the present Agreement.

(d) The Government will make provision for the exemption from all duties and taxes imposed on the import and export of furniture and personal effects which is the property of the officers or their families, intended for their own personal and/or domestic use within six months of the arrival in Uganda of the officers or their families, whichever is the latter. Personal effects shall be deemed to include: radio, record-player, tape-recorder, refrigerator, photographic equipment, air conditioning unit, which the officers or their families can declare to have used before arrival in Uganda.

(e) The Government will make provisions for the exemption from all duties and taxes imposed on the import and export of one used motor vehicle for the personal use of the officers (one each), which the officers can prove to have owned and used at least one year before arrival in East Africa, provided that a motor vehicle imported or purchased under these privileges shall be liable

for such duties and taxes if resold in Uganda within two years, unless resold to a person entitled to the same privileges.

(f) The Government will make provision for the exemption from all duties and taxes imposed on the export of furniture and personal effects as mentioned in paragraph II (d) and II(e) of the present clause which will be re-exported within three months of the departure of the personnel and their families.

4. *International travel and passages*

The Government of the French Republic shall provide :

- (a) the full cost of the international travel to and from Uganda for the officers and their families;
- (b) the cost of shipping to and from Uganda [of] the personal household effects of the officers and their families within the frame-work of the existing regulations.

5. *Travel and transport inside Uganda*

Transport shall be provided by the Government

- (a) from the point of entry to the duty station on arrival in Uganda and from the duty station to the point of departure at the end of the assignment of the officers, their personal belongings, and where applicable, their families and household goods;
- (b) for all official purposes, on the same terms as Government officers of similar status; (for official journeys performed by the officers in their personal motor cars, a mileage allowance will be paid, at appropriate Government rates).

6. *Leave*

The Government shall grant the officers the annual and sick leave available to a national public servant, or other comparable employees holding the rank to which the officers are assimilated, and shall grant to the officers such further unpaid leave, as may be required to permit them to enjoy such home leave as they may be entitled to under the terms of their contracts with their sponsoring Government.

7. *Housing*

(a) The Government shall endeavour to provide for the officers and their families adequate living accommodation of the standard provided for comparable Government officers and bear the cost of upkeep and maintenance of such accommodation, on payment of rent (ranging from £4—£7 depending on the size of the house).

(b) If the officers and their families initially reside in an hotel, the Government shall fulfil its obligations by refunding to the officers an amount equivalent to 50 per cent of the full hotel bill (board and lodging but excluding any extras, such as laundry, etc.).

8. *Medical Care*

The Government shall provide free medical care, and hospitalization facilities for the officers at a subsidized rate, to the same extent as are provided for national public officers.

Clause 9

Where the French Government shall provide the Government of Uganda, or such communities or organisations nominated by common consent, with machines, instruments or other equipment, the Government of Uganda shall authorise the entry of such material and at the same time exempt [it] from any customs duties, prohibition or import or re-export restrictions, as well as any other fiscal charge.

The same exemption shall be granted by the Government of Uganda for the entry of any material or equipment necessary for the completion of the missions of experts or any other personnel appointed under the present Agreement.

Clause 10

The complementary agreements provided for in Clause 1 of the present Agreement shall in each instance specify the nature and duration of missions to be performed by the personnel/officers as well as the provision of personnel and material to be placed at their disposal by the Government of Uganda.

Clause 11

For the purpose of interpretation of this Agreement the French advisers and operational experts, including teachers and professors already in Uganda, shall be deemed to have been recruited under the provisions of this Agreement.

Clause 12

The Government of the French Republic shall grant Ugandan experts and teachers sent to France, under the present Agreement, all privileges compatible with the national legislation.

Clause 13

This Agreement shall come into force with effect from the date of exchange of instruments of ratification conforming to relevant constitutional regulations of the two Governments and will remain in force for a period of five years. Either party may terminate the present Agreement by giving six months' notice in writing to the other party.

Agreement concluded in Kampala on the 14th day of July 1970.

Two copies, one in French, the other in English, both texts being equally authentic.

For the Government
of the French Republic :

For the Government
of the Republic of Uganda :