

No. 11552

**FRANCE
and
DAHOMEY**

General Agreement on technical co-operation in personnel matters (with annex concerning judicial personnel made available to the Republic of Dahomey, and annex, signed at Cotonou on 1 January 1962, concerning tax regulations for technical or cultural co-operation personnel). Signed at Paris on 24 April 1961

Authentic text: French.

Registered by France on 2 February 1972.

**FRANCE
et
DAHOMEY**

Accord général de coopération technique en matière de personnel (avec annexe relative aux magistrats mis à la disposition de la République du Dahomey, et annexe, signée à Cotonou le 1^{er} janvier 1962, relative aux règles d'imposition des personnels de coopération technique ou culturelle). Signé à Paris le 24 avril 1961

Texte authentique: français.

Enregistré par la France le 2 février 1972.

[TRANSLATION — TRADUCTION]

GENERAL AGREEMENT¹ ON TECHNICAL CO-OPERATION
IN PERSONNEL MATTERS BETWEEN THE FRENCH
REPUBLIC AND THE REPUBLIC OF DAHOMEY

The Government of the French Republic, on the one hand, and
The Government of the Republic of Dahomey, 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 Cotonou, 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 Dahomey 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 particular 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 of personnel in the public or private sectors presented by the Republic of Dahomey or help them to improve their skills.

Article 4

On the entry into force of this Agreement, the Government of the Republic of Dahomey 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.

¹ Came into force on 6 October 1961, the date of entry into force of the Treaty on co-operation of 24 April 1961 (see p. 83 of this volume), in accordance with article 21.

The Government of the Republic of Dahomey 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 Dahomey. 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 Dahomey 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 Dahomey 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 Dahomey 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 Dahomey must indicate the nature of the employment offered and the possible duty station or stations which may not be more than two.

The Government of the Republic of Dahomey may change the duty station or stations indicated, on the one hand, if the accepted candidate does not start his journey for over one month after the date specified in the notification of his acceptance and, on the other, if there is an urgent need for service which was totally unforeseen at the time of the notification of acceptance.

The appointment of accepted candidates shall be announced by decision of the competent authority of the Republic of Dahomey 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 Dahomey which would result in a change in the level or nature of the post to which he has 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 Dahomey in services which are under the authority of the Government or the latter shall be considered as having been made available to the Republic of Dahomey 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 corresponding leave entitlement.

Article 8

The period of assignment shall include the tour of duty and the corresponding leave entitlement. 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 Dahomey may be extended in the manner prescribed in the statutes to which the person concerned is subject, unless the competent medical authorities advise otherwise, 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 officials concerned.

On the expiry of the tour of duty and the corresponding leave entitlement, 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 Dahomey reserve the right to terminate the assignment or the post at any time provided that they notify simultaneously the other Government and the persons 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 Dahomey, all the expenses connected with the return passage in accordance with the French regulations shall be borne by the Dahomean Government.

Such termination of assignment shall not preclude the replacement of the officials concerned in the manner prescribed in article 11 below.

If the personnel concerned return in advance at their express request, all the expenses for the return passage shall not be borne by the Republic of Dahomey.

Article 10

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

If, however, the Government of the Republic of Dahomey 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 Dahomey and endorsed by the French representation (Mission for Aid and Co-operation). The transport costs shall be borne by the French Republic following the procedure 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 Dahomey shall be free to arrange leave in accordance with the interests of the service, provided the statutory rights of the officials concerned in the matter 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 personnel at the time of and following the actual tour of duty specified in their statutes.

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

Evacuation of technical co-operation personnel for health reasons, convalescent leave and extended leave granted outside the territory of the Republic of Dahomey 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 Republic of Dahomey, to provide replacements for the outgoing personnel.

Article 12

Technical co-operation personnel made available to the Government of the Republic of Dahomey 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 Dahomey.

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

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

Article 13

Technical co-operation personnel made available to the Republic of Dahomey may not engage in any gainful activity other than those authorized by their statutes in so far as the provisions thereof are compatible with the legislation of the Republic of Dahomey. When the spouse of an official assigned to the Republic of Dahomey wishes to engage in any private gainful activity in the territory of that State, the official must make a prior request to that effect to the Government of the Republic of Dahomey which shall take a decision, once it has received notification of approval from the Government of the French Republic.

Article 14

The Government of the Republic of Dahomey 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. These reports shall be included in the official reports on the persons concerned.

The Government of the Republic of Dahomey 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 the case of professional misconduct, officials made available to the Government of the Republic of Dahomey under this Agreement shall not incur any administrative penalty on the part of that Government other than their return, on stated grounds, to the French Government, accompanied,

where necessary, by a report specifying the nature and circumstances of the imputed facts. The provisions of this subparagraph shall not preclude application by the Government of the French Republic of the disciplinary procedure provided for in the statutes to which the officials concerned are subject.

When, as a result of the acts imputed to personnel who are returned to the Government of the French Republic, a penalty is imposed by the competent authority, the Government of the Republic of Dahomey may obtain reimbursement of the costs of their return travel from the Government of the French Republic.

Article 16

The French Republic shall bear the cost of the statutory remuneration of the personnel covered by this Agreement.

The Republic of Dahomey shall contribute to the 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 cost of:

- Transport of the personnel made available to the Republic of Dahomey and their families from their place of residence to the point of entry into the Republic of Dahomey and, at the time of repatriation, from the point of departure from the Republic of Dahomey 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 Dahomey shall provide the technical co-operation personnel with the benefits in kind attaching to the posts specified in the letters of appointment. Housing and furniture shall be provided free of charge to the personnel made available to it, having regard to the posts occupied, the service grade and the family status of the officials concerned.

The Government of the Republic of Dahomey shall provide such personnel and their families with free medical care and treatment in its health units.

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

Article 19

Technical co-operation personnel shall be liable to such taxation regulations specified in the annex to this Agreement, as are applicable to them in the Republic of Dahomey as at 1 January 1961.

Article 20

The terms and conditions for the implementation 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 Dahomey. 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 concerning this Agreement addressed to the Government of the French Republic by the Government of the Republic of Dahomey.

Article 21

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

DONE at Paris, on 24 April 1961.

For the Government
of the French Republic:

[Signed]

M. DEBRÉ

For the Government
of the Republic of Dahomey:

[Signed]

HUBERT MAGA

¹ See p. 83 of this volume.

ANNEX CONCERNING JUDICIAL PERSONNEL MADE AVAILABLE TO
THE REPUBLIC OF DAHOMEY

The Government of the French Republic, on the one hand, and
The Government of the Republic of Dahomey, 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 on technical co-operation in personnel matters, the special conditions for co-operation between the French Republic and the Republic of Dahomey 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.

Article 2

The French Republic and the Republic of Dahomey shall develop co-operation 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 Dahomey 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 Dahomey, as far as possible, the judicial personnel which it requires.

Article 4

The two Governments shall draw up the list of posts for judicial personnel to be provided under the technical assistance programme.

The name of the judicial officer proposed for each type of post by the Government of the French Republic shall be submitted, together with a report containing detailed information, to the Government of the Republic of Dahomey for approval.

The President of the Republic of Dahomey shall proceed to appoint the judicial personnel made available to him, and they shall be assigned to posts which correspond to their grade.

Article 5

Judicial personnel shall be made available to the Republic of Dahomey with a view to performing their duties in specific posts for a renewable period of two years.

The judicial personnel made available to the Republic of Dahomey may be reassigned without their consent with a view to ensuring the necessary continuity

of service; in this case they shall be assigned to a post at least equivalent to that which they occupy, on the recommendation of the Commission referred to in article 11 below.

With the exception of temporary duties, in no case may a seconded judicial officer serving under the technical co-operation programme be entrusted with judicial functions giving him authority over judicial personnel of a grade higher than his own in his original service.

Article 6

The two Governments may terminate the assignment or post before the expiry of the normal term in the light of an opinion of the Commission established under article 11 in the case of a member of the *Parquet* or with the approval 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 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 opinion shall be transmitted to the two Governments.

The decision to terminate the assignment of a judicial officer before expiry of the normal term shall not constitute a disciplinary measure and shall not be appealable by the official concerned.

Notification of this decision shall be accompanied by a detailed report with a view to bringing the judicial officer concerned before his disciplinary court.

Article 7

Where, following promotion to a higher grade or appointment to duties in a new group in his original branch of service, a judicial officer requests that his assignment should be terminated, the request shall automatically be granted unless the Government of the Republic of Dahomey can appoint him to a post corresponding to the new grade or 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 rights as judicial personnel of the Republic of Dahomey.

The Government of the Republic of Dahomey shall protect them against any threats, offensive behaviour, insults, defamation, attacks and coercion of any kind to which they might be subject in the performance of their duties or during the performance of their duties. It shall, where necessary, make amends for any injury which may result therefrom.

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 Dahomey shall be subject to the system of annual leave provided for in the French regulations concerning personnel serving under the technical co-operation programme. The Government of the Republic of Dahomey 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 by a majority vote 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 Dahomey at the time of the entry into force of this Annex.

Article 11

The Commission whose purpose has been defined in articles 5, 6 and 10 above shall be composed as follows:

- six members, of whom three shall be judicial officers designated by the Minister of Justice of the Republic of Dahomey and three members of the Bench, assigned to the Government of the Republic of Dahomey, who are the most senior in the highest grade, when the number of judicial officers made available exceeds 40;
- four members, of whom two shall be judicial officers designated by the Minister of Justice of the Republic of Dahomey and two members of the Bench, assigned to the Government of the Republic of Dahomey, who are the most senior in the highest grade, when the number of judicial officers made available is 40 or less.

In both cases, the presiding officer shall be the most senior member of the Bench at the highest grade.

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

Article 12

The Administrative Justices (*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 branch of service.

Article 13

Problems concerning the careers of the judicial personnel concerned in their original branch of service may be dealt with by an annual mission, the cost of which

shall be borne by the budget of the French Republic. The Government of the Republic of Dahomey shall facilitate the task of the person carrying out the mission, who shall be assisted by a representative of the Minister of Justice of the Republic of Dahomey.

DONE at Paris, on 24 April 1961.

For the Government
of the French Republic:

[*Signed*]

M. DEBRÉ

For the Government
of the Republic of Dahomey:

[*Signed*]

HUBERT MAGA

ANNEX¹ CONCERNING TAX REGULATIONS FOR TECHNICAL OR CULTURAL CO-OPERATION PERSONNEL

(Provided for in the General Agreement on technical co-operation in personnel matters between the French Republic and the Republic of Dahomey, signed on 24 April 1961.)

Article 1

Technical or cultural co-operation personnel shall be liable to such direct taxes as are applicable to them as at 1 January 1961, namely:

Civic tax
Scheduled taxes on salaries and wages
General income tax.

Article 2

The civic tax shall be payable at the rate in force on 1 January 1961, viz.:

12,000 frs. for the first category (officers in groups I and II)
9,000 frs. for the second category (officers in group III)

Only the principal tax shall be leviable. Local taxes shall not be payable.

Article 3

The scheduled tax rate shall be 2 per cent; it shall be paid every six months in the case of technical or cultural co-operation personnel on the basis of the figure provided through the Accounting Officer for Aid and Co-operation.

In default of these payments, the fiscal services of Dahomey shall proceed to take action, using the tax assessment list, on the basis of the figure provided by the Accounting Officer referred to above, without penalties.

¹ Came into force with retroactive effect from 6 October 1961, the date of entry into force of the General Agreement on technical co-operation in personnel matters of 24 April 1961 (see p. 229 of this volume).

Article 4

General income tax shall be declared in the annual tax return provided for in the fiscal legislation. Returns shall be sent in before 28 February.

The tax base shall be established in the light of the salary and wage figures reported by the Accounting Officer for Aid and Co-operation.

The rates to be applied be those in force on 1 January 1961.

Article 5

No other tax or duty may be levied on technical or cultural co-operation personnel.

DONE at Cotonou, on 1 January 1962, in five original copies.

For the Government
of the Republic of Dahomey:

[Signed]

HUBERT MAGA

For the Government
of the French Republic:

[Signed]

J. FOYER