

**No. 13233**

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**FRANCE  
and  
MAURITIUS**

**Agreement for cultural and technical cooperation. Signed at  
Port Louis on 22 June 1970**

*Authentic texts: French and English.*

*Registered by France on 24 April 1974.*

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**FRANCE  
et  
MAURICE**

**Accord de coopération culturelle et technique. Signé à Port-  
Louis le 22 juin 1970**

*Textes authentiques : français et anglais*

*Enregistré par la France le 24 avril 1974.*

## AGREEMENT<sup>1</sup> FOR CULTURAL AND TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF MAURITIUS AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE

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The Government of Mauritius and the Government of the Republic of France, Recognising the ties which bind France and Mauritius as a result of their common origins, language and culture,

Equally willing to provide for increased and closer cultural, scientific, technological and artistic exchanges between them for their mutual benefit, in a spirit of friendly relationship and in accordance with the principles of, and respect for, sovereignty of non-interference in the internal affairs of other states and of equality,

Have agreed as follows.

*Article I.* The Contracting Parties shall set up a scheme of cultural and technical cooperation between the two States in the fields of education, the training of administrative and technical staff, development and research, on such lines as may subsequently be specified in supplementary agreements entered into in furtherance of, and based on, the present Agreement.

*Article II.* The Contracting Parties shall act in close collaboration to promote and spread the French language. The Government of Mauritius shall endeavour, as far as possible, to ensure the teaching of French in its schools for higher education and in its secondary and primary schools at a satisfactory level by qualified teachers and by devoting adequate time thereto.

*Article III.* The Contracting Parties, realising the importance of training those responsible for the teaching of the French language, civilisation and culture in Mauritius, shall assist each other to further that end, in particular by arranging courses of study or the sending of study groups.

*Article IV.* Each Contracting Party shall encourage the running, in its territory, of any cultural, technical and scientific institutions, such as Science Institutes, "Maisons de la Culture", "Centres d'animation culturelle", cultural associations, research centres, training schools, which the other Party may set up with the consent of the competent national authority of the Party in whose territory the institutions are set up. Each Contracting Party shall further, to such extent as its laws and regulations permit, encourage the running of any private institutions that may be set up in its territory to promote the teaching of the language and culture of the other State.

*Article V.* The Contracting Parties bind themselves to pursue the means of granting full or partial recognition in their respective territories to any studies completed, examinations passed or degrees obtained in the territory of the other State.

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<sup>1</sup> Came into force on 10 October 1973, the date of the last of the communications by which the Contracting Parties notified each other of the completion of the required constitutional formalities, in accordance with article XVII.

*Article VI.* The Contracting Parties shall encourage cooperation between the youth organisations officially accredited in each of the two States. They declare that they are, in equal measure, in favour of promoting exchanges in the fields of sport, mass education and tourism.

*Article VII.* The Contracting Parties shall, as far as possible, facilitate the importation and diffusion in their respective territories, on a basis of reciprocity, of

- works that are filmed, put to music (in scores or sound recordings), broadcast or televised;
- works of art and reproductions thereof;
- books, periodicals, cultural, scientific and technical publications and catalogues relating thereto.

*Article VIII.* The Contracting Parties also acknowledge the importance of cooperation between the two States in the fields of broadcasting and television both from the artistic and technical viewpoints. They will encourage broadcasting and television organisations to conclude agreements in order to give effect to such cooperation.

*Article IX.* The Contracting Parties shall, as far as possible, endeavour to facilitate the holding of concerts, exhibitions, theatrical performances and artistic shows that are intended to promote an understanding of their respective cultures.

*Article X.* In order to give effect to cultural, technical and scientific cooperation between the Contracting Parties, the French Government shall, at the request of the Government of Mauritius, endeavour, as far as possible, to ensure:

(a) The placing at the disposal of the Government of Mauritius teachers and experts who will be entrusted with teaching in schools for higher education and secondary schools, taking part in studies giving technical advice on specific problems or organising courses of training;

(b) The giving of assistance to the Government of Mauritius for carrying out its programmes of technical and scientific research or of research in economic and social development, specially by the collaboration of French establishments or organisations specialised in those matters;

(c) The granting of scholarships for studies or for technical cooperation. For the purpose of selecting candidates for the scholarships for cultural or technical studies granted by the Government of the Republic of France, a special joint committee will meet each year in Port Louis;

(d) The organising, in France or in Mauritius, of courses of study or of professional training intended for citizens of Mauritius;

(e) The sending to Mauritius of material written or otherwise relating to cultural, technical, and scientific matters;

(f) The collaboration of organisations that are specialised in studies relating to economic, social and scientific development.

*Article XI.* A joint Committee, made up of an equal number of members designated by each Contracting Party, and to which an equal number of experts from each State may be coopted, shall normally meet every two years, alternatively in Paris and in Port Louis, or on such occasion as the two Contracting States may deem necessary.

The Committee shall consider the programme of cultural, scientific,

technological and artistic exchanges for the subsequent years and submit it for the approval of the Contracting Parties. The programme may, by common consent, be modified at any time between two meetings of the Committee.

*Article XII.* As regards teachers, experts, engineers, instructors or other technical officers sent to Mauritius under the terms of the present Agreement and of any supplementary agreements, the scheme of cooperation set up between the Contracting Parties shall operate on the basis of shared expenses in accordance with the following provisions.

(a) The Government of the Republic of France shall bear the cost of passage and salary of any officer who is sent on a mission lasting less than six months;

(b) For missions that last more than six months, the Government of the Republic of France will bear the cost of passage of the officer and his family. The Government of Mauritius shall pay to any such officer a salary, exempt from any tax whatever, equivalent to that which it pays to Mauritian public officers of the same grade. The Government of the Republic of France may, should the need arise, pay to its nationals an additional salary;

(c) The Government of Mauritius shall, irrespective of the length of any mission, provide for each officer and for his family furnished accommodation, suitable to his post and appropriate for his family, of the same type that is provided for a Mauritian public officer of the same grade.

The Government of Mauritius shall designate technical officers to work in collaboration with French officers and will provide the latter with the wherewithal to accomplish their mission, particularly transport for official purposes, furnished office accommodation, clerical assistance, free postage and telecommunication services. The French officers shall be entitled to the same medical assistance as is provided for Mauritian public officers of the same grade.

*Article XIII.* Any French teacher, expert, engineer, instructor or other technical officer sent to Mauritius under the terms of the present Agreement and of any supplementary agreements shall be governed by the following provisions.

(a) The Government of Mauritius shall grant exemption from any customs duties, any charges, prohibition or restriction relating to imports or exports, and from any other charge relating to the movables and personal effects brought to Mauritius by any officer to whom this Agreement applies within six months of the date of his assuming duty or by any member of his family on arrival in Mauritius. No such officer shall be subject to income tax in Mauritius in respect of additional salary which may be paid to him by the French Government.

(b) The Government of Mauritius shall, in particular, not subject any such officer to customs duties or to any other charge relating to imports in respect of any of the following items that may be brought to Mauritius (new or second hand) for his personal use within six months of the date of his arrival:

- one motor vehicle;
- one television set;
- one washing machine;
- one refrigerator;
- one air-conditioner;
- one radio set;
- one record player;
- one tape recorder;

- photographic equipment;
- a reasonable quantity of pharmaceutical or dietetic foods.

Any officer who does not import a motor vehicle, a refrigerator or a washing machine may purchase one new in Mauritius for his personal use free from customs duties or other charges.

Any item imported or purchased under the above conditions shall be subject to customs duties and other charges relating to imports if it is resold in Mauritius, unless the new purchaser is also entitled to the same privileges.

The same exemptions shall also be granted to any officer who commences a fresh tour in Mauritius after having resided here for more than two years.

(c) Any portion of salary paid by the Government of the Republic of France, in Mauritian currency, in accordance with the laws in force, to an officer to whom this Agreement applies, shall be paid into the "non resident transferable" account of the officer through the French qualified authorities and shall be transferable in full.

At the completion of his mission an officer to whom this Agreement applies shall be entitled to convert into French francs and freely transfer his personal savings up to an amount not exceeding 25 % of the salary paid to him by the Government of Mauritius in the course of his mission.

The Government of Mauritius shall also authorise the free return to France of copyright fees paid to authors or performers and of takings arising from the distribution or sale of the cultural articles specified in article VII of this Agreement.

(d) The Government of Mauritius shall grant to an officer to whom this Agreement applies and to his family, during his stay on mission including the time taken for travelling, such privileges and immunities as may be necessary to facilitate the performance of his duties. In particular, the officer shall be entitled to the following immunities and privileges:

1. the right to enter and leave Mauritius;
2. exemption from work permits and the grant of free residence permits;
3. immunity from jurisdiction for any act done in the exercise of his duties whilst on mission;
4. immunity from suit or legal process by third parties except for such acts done deliberately and intentionally or by gross negligence, as may be determined by common consent, by the Contracting Parties.

*Article XIV.* When, and as often as, the French Government provides the Government of Mauritius, or such associations or bodies as may be mutually agreed upon, with any machinery, instruments or equipment, the Government of Mauritius shall authorise such articles to be imported without their being subject to any customs duties, prohibitions or restrictions relating to imports or re-exports, or to any other charge.

The provisions of the preceding paragraph shall apply to the import into Mauritius of any articles or equipment which are necessary to enable any expert or other officer to whom this Agreement applies to perform his duties.

*Article XV.* The supplementary agreements provided for in article I of this Agreement shall, in each case, specify the nature and duration of each mission of teachers and experts, as well as the means, both as regards staff and material, which the Government of Mauritius shall place at the disposal of the mission.

*Article XVI.* The provisions of this Agreement, with the exception of article XII, shall likewise apply to teachers, experts, engineers, instructors and other technical officers performing, in Mauritius, and at the request of the Government of Mauritius, duties that are similar to those specified in this Agreement.

*Article XVII.* Each Contracting Party shall notify the other Party of the completion of the constitutional formalities required to bring this Agreement into force. The Agreement will come into force on the date of the last notification.

*Article XVIII.* The present Agreement shall have effect for a period of five years from the date of its coming into force and shall be automatically renewed unless notice of termination is given by either Party at least six months before the end of the period of five years. Where this Agreement is renewed it may be terminated by either Party by six month notice, which notice of termination may be given at any time.

DONE in duplicate in Port Louis this 22nd June 1970 in the English and the French languages, both texts being equally authentic.

For the Government  
of the Republic of France:

[Signed — Signé]<sup>1</sup>

For the Government  
of Mauritius:

[Signed — Signé]<sup>2</sup>

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<sup>1</sup> Signed by Yvon Bourges—Signé par Yvon Bourges.

<sup>2</sup> Signed by Seewoosagur Ramgoolam—Signé par Seewoosagur Ramgoolam.