

**No. 13423**

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**FRANCE  
and  
MAURITANIA**

**Agreement on technical military assistance (with annexes).  
Signed at Paris on 19 June 1961  
Termination of the above-mentioned Agreement**

*Authentic text of the Agreement: French.*

*The Agreement and certified statement were registered by France on 9 July 1974.*

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**FRANCE  
et  
MAURITANIE**

**Accord d'assistance militaire technique (avec annexes). Signé  
à Paris le 19 juin 1961  
Abrogation de l'Accord susmentionné**

*Texte authentique de l'Accord: français.*

*L'Accord et la déclaration certifiée ont été enregistrés par la France le 9 juillet 1974.*

[TRANSLATION — TRADUCTION]

## AGREEMENT<sup>1</sup> ON TECHNICAL MILITARY ASSISTANCE BETWEEN THE FRENCH REPUBLIC AND THE ISLAMIC REPUBLIC OF MAURITANIA

The Government of the French Republic, on the one hand, and  
The Government of the Islamic Republic of Mauritania, on the other  
hand,

Have agreed as follows:

*Article 1.* At the request of the Islamic Republic of Mauritania, the French Republic undertakes to assist the Islamic Republic of Mauritania by providing French military personnel to organize, officer and train the Mauritanian armed forces.

*Article 2.* The French Republic shall furnish without charge to the Islamic Republic of Mauritania the equipment and supplies required for establishing the Mauritanian armed forces, the size of which shall be initially as described in annex I to this Agreement.

Over and above the forces so defined, any military equipment and supplies needed to increase the Mauritanian armed forces shall be provided under the conditions set forth in article 3 below.

*Article 3.* The Islamic Republic of Mauritania, with a view to ensuring the standardization of armaments, shall apply to the French Republic in the first instance for assistance in the maintenance and renewal of the equipment and supplies of its armed forces.

In any case, light armaments, communications equipment and combat vehicles for land units shall be supplied by the French Republic.

If items cannot be supplied free of charge, the financial conditions governing their provision shall be laid down by mutual agreement.

For items which, after consideration by the Defence Committee, cannot be provided by the French Republic, the Islamic Republic of Mauritania reserves the right to accept aid from other countries.

*Article 4.* Expenditure for the maintenance and operation of its armed forces shall be the responsibility of the Islamic Republic of Mauritania.

The Mauritanian armed forces may seek assistance, in the matter of their logistical support, from the French armed forces.

*Article 5.* Mauritanian nationals currently serving in the French armed forces shall, at the request of the Government of the Islamic Republic of Mauritania, be relieved of their obligations towards those armed forces so that they may serve in the Mauritanian armed forces.

<sup>1</sup> Came into force on 14 November 1961, the date of entry into force of the Treaty on co-operation between the French Republic and the Islamic Republic of Mauritania of 19 June 1961 (see p. 3 of this volume), in accordance with article 13.

In particular, Mauritanian nationals serving in the French *gendarmerie* shall be transferred upon the entry into force of this Agreement.

*Article 6.* Personnel transferred under article 5 shall retain the pension rights and the benefits acquired during their service in the French armed forces, and those rights and benefits shall be the responsibility of the French Republic.

Personnel who have not been transferred shall have the option of requesting that they no longer serve in those forces. This provision shall take effect from the entry into force of this Agreement and shall remain applicable for a period of 12 months. Personnel thus released shall benefit, particularly with regard to retirement, from advantages acquired commensurately with their length of service. Such acquired rights shall remain the responsibility of the French Republic.

The Government of the Islamic Republic of Mauritania agrees, through this Agreement, that nationals currently serving in the French armed forces who have not been transferred under article 5 or who have not exercised the option available under the second paragraph of this article shall continue to serve in the French armed forces in accordance with the regulations applicable in those forces.

*Article 7.* The Government of the Islamic Republic of Mauritania may authorize Mauritanian nationals to serve in the French armed forces in accordance with the regulations applicable in those forces, provided, however, that they are relieved of all obligations in respect of military service.

Likewise, the Government of the French Republic may authorize French nationals to serve in the Mauritanian armed forces in accordance with the regulations applicable in those armed forces, provided, however, that they are relieved of all obligations in respect of military service.

*Article 8.* The French Republic shall be responsible for training and instructing the cadres of the armed forces of the Islamic Republic of Mauritania and undertakes to devote the necessary financial and personnel resources to that purpose.

Mauritanian nationals shall be admitted to the French *grandes écoles* and military establishments either by a competitive examination under the same conditions as French nationals or, under a special quota determined annually upon a recommendation of the defence committee, may be accepted as trainees at French *grandes écoles* and military establishments.

The French Republic shall be responsible for the fees of pupils and trainees at the French *grandes écoles* and military establishments.

So as to ensure and maintain a unified system of training for the cadres of the Mauritanian armed forces and to facilitate their co-operation with the French armed forces, offers of assistance concerning the training of the cadres of the armed forces of the Islamic Republic of Mauritania shall be examined in the defence committee.

*Article 9.* The French Republic shall second to the Islamic Republic of

Mauritania, in accordance with the stated requirements of the latter, such French officers, non-commissioned officers and men as it may need for the organization, training and officering of the Mauritanian armed forces.

The aforesaid personnel shall be seconded to the Mauritanian armed forces to fill posts corresponding to their qualifications.

They shall be paid in full by the French authorities and shall, together with their families, be housed by the Mauritanian authorities.

The list of posts to be filled shall be determined by mutual agreement by the competent French and Mauritanian ministers. It shall as a rule be revised each year.

*Article 10.* French military personnel to be seconded to the Islamic Republic of Mauritania shall be designated by the French Government, which shall keep the Mauritanian Government informed in that regard.

The secondment shall be for a fixed period in accordance with French regulations on residence abroad. It may be renewed or interrupted by mutual agreement.

The persons concerned shall be assigned to a unit called the "Bureau for military assistance to the Mauritanian army", which shall deal with management and administration and ensure that they receive their pay in accordance with the regulations applicable to personnel of the French armed forces stationed in the territory of the Islamic Republic of Mauritania.

The Bureau for military assistance to the Mauritanian army shall be under the authority of the senior highest-ranking French officer seconded to the Islamic Republic of Mauritania.

*Article 11.* French military personnel seconded to the Islamic Republic of Mauritania shall remain under French military jurisdiction in the conditions provided for in annex II of this Agreement but shall be subject to the general disciplinary regulations applicable in the Mauritanian army.

They shall serve at the rank in the hierarchy of the Mauritanian armed forces corresponding to their customary rank in the French armed forces or at the next highest rank.

Any disciplinary penalties that may be incurred by them shall be brought to the attention of the commander of the Bureau for military assistance. They shall be automatically imposed by that officer. Such penalties may involve immediate reassignment to the French armed forces outside the territory of the Islamic Republic of Mauritania.

*Article 12.* French military personnel serving in the Mauritanian armed forces shall be seconded to the Mauritanian command in accordance with the traditional regulations governing the use of their branch or unit. All command decisions concerning them shall be brought to the attention of the French military authorities.

Likewise, all French command decisions concerning them shall be brought to the attention of the Mauritanian military authorities.

*Article 13.* This Agreement shall enter into force at the same time as the Treaty on co-operation signed today.<sup>1</sup>

DONE at Paris on 19 June 1961.

For the Government  
of the French Republic:

[Signed]

M. DEBRÉ

For the Government  
of the Islamic Republic  
of Mauritania:

[Signed]

OULD DADDAH

## ANNEX I

### TO THE AGREEMENT ON TECHNICAL MILITARY ASSISTANCE CONCERNING THE ESTABLISHMENT OF THE MAURITANIAN ARMED FORCES

*Article 1.* Pursuant to article 2 of the Agreement on technical military assistance, the Mauritanian armed forces, the establishment of which shall be carried out without charge by the French Republic, shall comprise:

- (1) *Land forces:*
  - Command and instruction units, together with service units;
  - One infantry unit equivalent to a battalion of three companies;
  - One reconnaissance unit (motorized mobile group);
  - One section of parachute troops;
  - 2 transport platoons;
  - One section of engineers.
- (2) *Gendarmerie:*
  - Command units and service units;
  - 25 brigades;
  - 4 mobile platoons;
  - One escort platoon.
- (3) *Air forces:*
  - Command units and service units;
  - 3 Broussard-type aircraft;
  - 1 Dakota C-47 aircraft.
- (4) *Naval forces:*
  - One coastal surveillance unit.

*Article 2.* The total strength of the forces and the amount of military equipment and supplies to be provided for the establishment of the units of the Mauritanian armed forces listed in article 1 above shall be calculated on the basis of the manpower, equipment and supplies provided for in the manning, supplies and equipment

<sup>1</sup> See p. 3 of this volume.

tables currently in effect in units of the French armed forces engaged in similar service overseas.

DONE at Paris on 19 June 1961.

For the Government  
of the French Republic:

[Signed]  
M. DEBRÉ

For the Government  
of the Islamic Republic  
of Mauritania:

[Signed]  
OULD DADDAH

## ANNEX II

### TO THE AGREEMENT ON TECHNICAL MILITARY ASSISTANCE CONCERNING THE STATUS OF MEMBERS OF THE FRENCH ARMED FORCES IN THE TERRITORY OF THE ISLAMIC REPUBLIC OF MAURITANIA

*Article 1.* French military jurisdiction shall apply in respect of offences ascribed to a member of the French armed forces when they have been committed within those forces' installations.

It shall apply in respect of offences under the general law ascribed to a member of the French armed forces and committed outside those forces' installations only when evidence is produced that the offender was on duty.

In all other cases, the Mauritanian courts shall have jurisdiction.

*Article 2.* Each Government may request from the authorities of the other State a waiver by that State of its right of jurisdiction.

*Article 3.* The French armed forces may, in liaison with the Mauritanian authorities, use military police outside the installations to the extent necessary to maintain order and discipline among the members of the said forces.

*Article 4.* The Mauritanian authorities shall notify the French authorities within 24 hours of the arrest of any member of the French armed forces. The notification shall state the reasons for the arrest.

When jurisdiction is not transferred, the accused shall, in the event of his having been remanded in custody by the Mauritanian judicial authorities, be detained in a prison belonging to the Mauritanian military authorities.

If he is convicted, the provisions on the execution of sentences contained in the Agreement on co-operation in judicial matters in force between the two Governments shall be applicable to the convicted person.

*Article 5.* Inquiries within the installations of the French armed forces shall be conducted by the French authorities in the presence of the Mauritanian judicial authorities.

A person or persons committing an offence and accomplices thereto, if they are not members of the French armed forces, shall be handed over to the Mauritanian authorities within a period not exceeding 24 hours.

*Article 6.* In the case of offences committed in Mauritania against French or Mauritanian armed forces or military installations, property and equipment, the French and Mauritanian authorities shall take the same steps against persons subject to their respective jurisdictions as would have been taken if the offences had been committed against their own army or their own military installations, property and equipment.

*Article 7.* The French Republic shall bear civil liability for acts committed by members of the French armed forces while on duty and, notwithstanding the provisions of article 12 below, by military personnel of Mauritanian nationality serving in the French army.

In the same conditions, the Islamic Republic of Mauritania shall bear civil liability for acts committed by members of the Mauritanian armed forces while on duty.

If the two Contracting Parties have been unable to reach an amicable settlement within six months, the dispute shall be settled in accordance with one of the procedures provided for by international law.

*Article 8.* Members of the French armed forces shall be taxed by the French Government and shall not be liable to direct taxes levied by the Islamic Republic of Mauritania and its local authorities.

The Government of the French Republic shall pay to the Government of the Islamic Republic of Mauritania a counterpart sum which shall be established by mutual agreement commensurately with the size of the French military establishment and pursuant to the tax legislation of the Islamic Republic of Mauritania.

Equipment, material and supplies imported for the French armed forces shall benefit from the special import regulations in force on 31 December 1958.

*Article 9.* Members of the French armed forces shall be furnished with identity or registration cards, specimens of which shall be deposited with the Government of the Islamic Republic of Mauritania.

*Article 10.* The French military command may, for the exclusive use of members of the French armed forces, be provided with logistical support services, including a military pay office and an army post office.

It may set up and maintain shops, messes, clubs, recreational centres and social services.

The French authorities shall take the necessary steps to ensure that persons who are not entitled to obtain supplies from such establishments cannot obtain the goods sold there.

*Article 11.* Statutory provisions concerning outward tokens of respect applicable in the French armed forces and in the Mauritanian armed forces shall be observed by the members of each force towards the members of the other force.

*Article 12.* For the purposes of this annex, the following shall be considered as members of the French armed forces: civilian and military persons employed by the said forces who are not of Mauritanian nationality, as well as military personnel seconded by the French Republic to the Mauritanian armed forces.

Dependants, as defined by French law, of members of the French armed forces shall be regarded as members of the French armed forces for the purposes of applying articles 4, 8, 9 and 19 of this annex.

However, dependants who are not engaged in the territory of the Islamic Republic of Mauritania in an occupation remunerated by the French Republic shall not benefit from the provisions of article 8 of this annex.

DONE at Paris on 19 June 1961.

For the Government  
of the French Republic:

[M. DEBRÉ]

For the Government  
of the Islamic Republic  
of Mauritania:

[OULD DADDAH]

## ANNEX III

## TO THE AGREEMENT ON TECHNICAL MILITARY ASSISTANCE CONCERNING MUTUAL ASSISTANCE AND FACILITIES WITH RESPECT TO DEFENCE

*Article 1.* Military installations, such as military barracks, land and buildings, including those of the *gendarmérie*, shall become the property of the Islamic Republic of Mauritania under the conditions established by the agreement concerning national property.

*Article 2.* By “unrestricted use”, within the meaning of article 6 of the Defence Agreement,<sup>1</sup> the Contracting Parties shall understand all such rights and facilities relating to establishment, protection, supplying, training, liaison, communication, movement and traffic on Mauritanian land and in Mauritanian air space between installations as are required for the maintenance and safety of the forces and the performance of their missions, as established in article 6 of the Defence Agreement.

For the purposes of training and manoeuvres, the French armed forces shall be able to use such facilities in their installations and on firing ranges.

*Article 3.* In using the facilities specified in article 6 of the Defence Agreement, the French armed forces shall comply with the relevant agreements or regulations in force and shall, in any case, be treated on an equal footing with the Mauritanian armed forces.

The French military command shall give the authorities of the Islamic Republic of Mauritania advance notice of any major troop movements by land or air.

*Article 4.* The Islamic Republic of Mauritania shall exempt the French Republic from taxes, duties and charges in respect of installations, equipment and foodstuffs belonging to or used by the French armed forces. For customs purposes, this exemption shall not apply to imported goods, which shall remain subject to the special import regulations in force on 31 December 1958.

*Article 5.* At the request of the French authorities, the Government of the Islamic Republic of Mauritania may exercise its right of acquisition on behalf of the French armed forces.

*Article 6.* The French military command shall be responsible for maintaining order and security within the installations provided for in article 6, paragraph 4, of the Defence Agreement.

*Article 7.* The French armed forces in the territory of the Islamic Republic of Mauritania may freely engage, recruit and discharge such civilian labour as they may require in accordance with the labour legislation in force in the Islamic Republic of Mauritania.

*Article 8.* In the event that installations are no longer to be used by the French armed forces, the latter shall return them to the Islamic Republic of Mauritania in the condition in which they were when they were made available to those forces. However, buildings and access roads built after that time by the French armed forces shall become the property of the Islamic Republic of Mauritania.

*Article 9.* The Islamic Republic of Mauritania undertakes to respect the existing easements held by the military installations of the French armed forces and to permit such changes in those easements as are required for technical reasons.

*Article 10.* Any request to station units of troops other than those of the Contracting Parties in the territory of the Islamic Republic of Mauritania shall be

<sup>1</sup> See p. 115 of this volume.



reviewed by the defence committee prior to a decision by the Mauritanian Government.

DONE at Paris on 19 June 1961.

For the Government  
of the French Republic:

[M. DEBRÉ]

For the Government  
of the Islamic Republic  
of Mauritania:

[OULD DADDAH]

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TERMINATION OF THE AGREEMENT ON TECHNICAL MILITARY ASSISTANCE  
BETWEEN THE FRENCH REPUBLIC AND THE ISLAMIC REPUBLIC OF  
MAURITANIA OF 19 JUNE 1961<sup>1</sup>

The above-mentioned Agreement ceased to have effect as of 31 December 1972, as specified in the exchange of letters constituting an agreement between France and Mauritania relating to the list of Agreements which ceased to have effect as of 31 December 1972 and to the confirmation of other Agreements, dated at Nouakchott on 15 February 1973.<sup>2</sup>

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<sup>1</sup> See p. 106 of this volume.

<sup>2</sup> See p. 125 of this volume.