No. 13904

FRANCE and TUNISIA

Agreement on cultural, scientific and technical co-operation (with list, annexes and exchange of letters). Signed at Tunis on 3 March 1973

Authentic text: French.

Registered by France on 21 April 1975.

FRANCE et TUNISIE

Convention de coopération culturelle, scientifique et technique (avec liste, annexes et échange de lettres). Signée à Tunis le 3 mars 1973

Textes authentiques : français. Enregistrée par la France le 21 avril 1975.

[Translation — Traduction]

AGREEMENT¹ ON CULTURAL, SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN FRANCE AND TUNISIA

The Government of the French Republic and the Government of the Republic of Tunisia,

Welcoming the results of co-operation between the two countries in the fields of education, culture, and economic and social development,

Desiring to adapt their co-operation to new requirements, particularly as regards the training of professional staff,

Convinced that strengthened co-operation will contribute a deeper understanding of their respective cultures and to the consolidation of the traditional friendship between their two peoples,

Have agreed on the following provisions:

PART I. GENERAL PRINCIPLES

- Article 1. The two Governments undertake to strengthen and extend their cooperation in the fields of education, science, technology and culture so as to promote a deeper knowledge of their respective civilizations.
- Article 2. The respective Governments shall encourage wider teaching and dissemination of the Arabic language in France and of the French language in Tunisia
- Article 3. The two Governments shall support the development of close co-operation between their respective universities and cultural and technological institutions through the exchange of teaching staff, research workers, technicians and students and through the exchange of cultural, technical and scientific information and documentation.
- Article 4. Each of the two Governments undertakes to grant access to all national educational and research institutions subject to their respective regulations to candidates recommended by the other Government. Each shall take appropriate steps to permit those candidates having the degrees or diplomas required of national candidates (or equivalent degrees or diplomas) to sit for administrative competitive examinations and to attend schools providing training or advanced training for administrative and technical staff under the same conditions as national candidates or, where necessary, as foreigners.

The equivalence of Tunisian and French diplomas awarded for any course of instruction shall be defined according to their value as assessed by the competent authorities of each State.

Article 5. The two Governments shall take appropriate measures to facilitate exchanges of persons in the cultural, scientific, technical and professional fields. They shall promote exchanges between cultural institutions, youth organizations and sports associations at both the national and the regional level.

¹ Came into force on 1 October 1973, in accordance with article 27.

- Article 6. In the artistic field, the two Governments shall encourage the development of ties of co-operation between educational and specialized institutions as well as the joint organization of events such as symposia, exhibitions, theatrical and films presentations and concerts in each country.
- Article 7. The two Governments agree to take appropriate measures, pursuant to their national legislation, to facilitate the circulation of books, newspapers and periodicals, co-operation between specialized radio and television organizations and exchanges and co-operation with regard to films.

To this end, they shall, *inter alia*, encourage the development of co-operation between their national documentation centres and their national and regional libraries, the exchange of educational, cultural and artistic radio and televison programmes, and the organization of film events.

- Article 8. The two Governments undertake to strengthen their co-operation in all matters relating to archaeology. They shall promote the development of the said co-operation between the specialized institutions of the two countries in all fields, particularly research, excavations, the preservation of historical monuments, the restoration of works of art, and museology.
- Article 9. The two Governments undertake to foster and develop cooperation in the field of scientific research and the training of research workers and to promote the implementation of scientific programme jointly decided upon by the research organizations institutes and centres and the teaching hospitals of the two countries.
- Article 10. Each Government undertakes, on the basis of concerted action and to the extent of its ability to implement measures which will contribute to the realization of the other country's development plans in the fields of training, teaching, culture and development, especially by supporting projects for the training and advanced training of teachers and administrative, scientific and technical staff.
- Article 11. Special agreements may be concluded with a view to the achievement of the objectives set out in this part.

PART II. ORGANIZATION OF CULTURAL, SCIENTIFIC AND TECHNICAL RELATIONS AND CO-OPERATION

- Article 12. Cultural, scientific and technical relations and co-operation shall be organized, within the framework of general guidelines established by the two Governments, in the form of programmes considered and agreed upon by a Mixed Commission for cultural, scientific and technical co-operation, hereinafter called "the Mixed Commission".
- Article 13. The Mixed Commission shall meet once a year, alternately in Tunis and Paris. Each of the two Governments shall determine its own membership on the Commission.

The Commission may set up specialized technical commissions to study problems relating to particular fields.

Article 14. With a view to the implementation of the programmes referred to in article 12 above, the Mixed Commission shall each year establish the goals to be

attained and determine what means are required for the purpose including the provision of personnel, expert missions by individuals or groups, scholarships for study and training, equipment, documentation, studies and any others mutually agreed upon.

Article 15. Subject to the conditions laid down by their domestic regulations, the two Governments agree to grant each other exemption from customs duties on imported equipment provided free of charge within the framework of cultural, scientific and technical co-operation.

Article 16. Decisions taken by the Mixed Commission regarding scholarships for study and training shall be implemented each year at Tunis by a mixed subcommission.

Each Government shall take the necessary steps to organize training of public, semi-public or private institutions in its territory.

Article 17. Each Government shall transmit to the other a list of the posts which it wishes to fill by means of the provision of personnel under article 14 above.

Particulars concerning the candidates available to fill the said posts shall be submitted to the requesting Government, which shall, after examining them, inform the other Party, within the time-limits required by recruitment procedures, of the names of the candidates selected.

Article 18. The French personnel made available to the Tunisian Government under article 14 above shall be:

- Cultural co-operation officers and technical co-operation experts including both civil service personnel and others.
- Volunteers from the Service National Actif.

Co-operation officers performing teaching functions shall be assigned by the Mixed Commission according to their qualifications and employment, to one of the following categories:

- Category I: Higher education;
- Category II: Staff training and pedagogical assistance;
- Category III: Teacher training institutions other than higher educational institutions;
- Category IV: Secondary and technical education.

The conditions of service of this personnel, their rights and obligations and the arrangements for their remuneration as well as the apportionment of costs between the two Governments, shall be defined by the Protocols annexed to this Agreement.

- Article 19. The following categories of Tunisian teachers, research workers and experts may be made available to the French Government:
- (a) Assistants in secondary education and university lecturers;
- (b) University professors (professors, maîtres de conférences, maîtres assistants, heads of studies in practical subjects, assistants).

The above-mentioned personnel shall be recruited according to the procedure defined in article 17 above.

The administrative and financial conditions of service of personnel in category (a) above shall be those determined by the relevant French regulations.

University professors as defined in paragraph (b) above, whose recruitment shall also be subject to normal university procedures, shall for purposes of remuneration and service obligations be placed on the same footing as French teachers exercising comparable functions and shall enjoy the rights and benefits attaching to that status.

Any appointment on contract of Tunisian teachers to teach Arabic at the secondary level in France shall, where necessary, be governed by an exchange of letters between the two Governments.

Any appointment by the French Government of Tunisian teachers and experts for work outside France and Tunisia shall be the subject of special agreements between the two Governments.

PART III. CULTURAL AND EDUCATIONAL INSTITUTIONS AND STUDENT CENTRES

Article 20. Each Government may establish in the territory of the other Government cultural and educational institutions or student centres, subject to compliance with the laws and regulations relating to public policy (ordre public et bonnes mœurs), it being understood that these institutions and centres shall be non-profit-making.

On the date of the entry into force of this Agreement, a list of the institutions and centres already established shall be annexed to the Agreement.

Each Government may construct institutions and centres in the territory of the other Government subject to the laws and regulations in force.

Article 21. The establishment of an institution or centre, within the meaning of article 20 above, in either country shall be subject to prior authorization by the competent authorities of the host State.

If either the host State or the State of origin intends to close an educational institution, it shall announce its intention at least two years in advance so as to permit the two Governments to study the situation together with a view to reaching agreement on the time-table for closure and making the necessary arrangements for safeguarding the educational future of the students.

Article 22. Instruction conforming to the curricula, time-tables and teaching methods of the State of origin and attested by the diplomat awarded in that State shall be provided in the educational institutions referred to in article 20 above.

The duration of courses of study and curricula shall be determined by reference to the regulations of the State of origin. The curricula shall also include for all students instruction in the civilization and especially the language, history and geography, of the host country.

At the said institutions the total number of movable holidays and the total amount of vacation time shall, with due regard for the national holidays of each country, be the same as under the system applied in the schools of the host country.

The said institutions shall be operated and inspected by the authorities of the State of origin except that personnel seconded from the civil service of the host State shall be subject to review of their performance by the authorities of their original service.

The installations and facilities of the said institutions shall conform to the safety and health regulations established by the legislation of the host country. In particular, they shall be subject to the regulations of, and the inspection by, the School Health Service of the host State.

Article 23. Priority in admission to the educational institutions referred to in article 20 above shall be given to the children of nationals of the State of origin. Admission shall also be granted within the limits of the places available, to the children of nationals of the other State and to the children of nationals of other countries residing in the host country.

Article 24. Civil service personnel of the host State may be seconded to schools of the other State.

At institutions and centres referred to in article 20 above which operate in Tunisia, the remuneration of such personnel shall be determined by agreement between the competent authorities of the two countries.

The recruitment of Tunisian teachers other than civil service personnel shall be subject to prior approval by the competent Tunisian authorities.

Article 25. Each Government undertakes to provide all facilities, especially customs facilities, for the entry into its territory of the teaching and cultural materials required for the functioning of the institutions and centres referred to in article 20 above.

PART IV. FINAL PROVISIONS

Article 26. The Protocol of 14 February 1969¹ concerning cultural co-operation between the French Government and the Tunisian Government and the Protocol of 5 June 1969² concerning technical co-operation between the French Government and the Tunisian Government shall cease to have effect.

However, existing contracts under the terms of those Protocols shall remain in effect under the conditions specified in article 10 of annex I of this Agreement (Financial Protocol).

Special agreements on cultural, scientific and technical co-operation concluded by the two Governments or by specialized bodies authorized by them prior to the entry into force of this Agreement shall remain in force.

Article 27. This Agreement shall enter into force on 1 October 1973. It is concluded for a period of ten years and may be automatically renewed. It may be revised at any time by agreement between the Governments. It may be denounced at the request of either Government on twelve months' notice.

Done at Tunis on 3 March 1973 in two original copies, both being equally authentic.

For the Government of the French Republic:

[Signed]
George Gaucher

For the Government of the Republic of Tunisia:

[Signed]
Masmoudi

¹ United Nations, Treaty Series, vol. 718. p. 47.

² Ibid., p. 91.

LIST OF INSTITUTIONS AND CENTRES REFERRED TO IN ARTICLE 20 OF THE AGREEMENT

In France

Résidence Monsigny, 1, rue Monsigny, Paris (2°) Résidence Botzaris, 36, rue Botzaris, Paris (19°)

In Tunisia

Lycée Carnot, rue Guynemer, Tunis

Lycée de Mutuelleville, 9, rue de Bastia, Mutuelleville-Tunis

Lycée de la Marsa

Lycée de Sfax, route de Tunis, Sfax

C.E.S. de Sousse, rue Sœur Joséphine, Sousse

C.E.S. de Bizerte, French classes taught at the premises of the lycée de garçons, boulevard Farhat Hached, Bizerte

Ecole primaire mixte, 22, avenue de Paris, Tunis

Ecole primaire mixte, 43, rue Scipion, Tunis

Ecole primaire mixte de Mutuelleville, 9, rue 7 020, Mutuelleville-Tunis

Ecole maternelle d'El Omrane, route de l'Hôpital Militaire, Tunis

Ecole primaire mixte du Bardo, rue de Libye, Le Bardo

Ecole primaire mixte de la Marsa

Ecole primaire mixte de Carthage-Byrsa, avenue de Salammbô, Carthage-Byrsa

Ecole primaire mixte de Megrine, rue Mongi Bali, Megrine

Ecole primaire mixte d'Hammam-Lif, boulevard de la Méditerranée, Hammam-Lif

Ecole primaire mixte de Bizerte, rue Habib Thameur, Bizerte

Ecole primaire mixte de Menzel-Bourguiba, avenue de l'Hôpital, Menzel-Bourguiba

Ecole primaire mixte de Beja

Ecole primaire mixte de Nabeul, rue de Khéreddine, Nabeul

Ecole primaire mixte de Sousse, cité Deschamps, Sousse

Ecole primaire mixte de Monastir, R 4 nº 32, Monastir

Ecole primaire mixte de Sfax, route de Sousse, Sfax

Ecole primaire mixte de Gabès, rue Habib Bourguiba, Gabès

Ecole primaire mixte d'Houmt-Souk, villa Ben Sliman Ahmed, avenue du 20 Mars, Houmt-Souk (Djerba)

Ecole primaire mixte de Gafsa, rue Houssine Bouzaïane, Gafsa

Centre audio-visuel, 87, avenue de la Liberté, Tunis

Bibliothèque Charles de Gaulle, 22, avenue de Paris, Tunis

Relais culturel de Gabès, rue Habib Bourguiba, Gabès

Relais culturel de Sfax, place de l'Indépendance, Sfax

Relais culturel de Sousse, cité Deschamps, Sousse

Relais culturel de Kasserine, 6, rue du 18 Janvier, Kasserine,

ANNEX I

FINANCIAL PROTOCOL

Article 1. The cultural co-operation officers and technical co-operation experts referred to in article 18 of the Agreement shall receive a salary calculated by multiplying by a factor of 1.80 their gross French index-based pensionable salary on the date on which the contract concluded by them with the Tunisian Government becomes effective or is renewed.

The above-mentioned index-based salary shall be determined:

For civil service personnel by reference to their gross index on the date on which the contract becomes effective or is renewed.

- 2. For personnel other than civil service personnel:
 - (a) By reference to the texts governing auxiliary staff of the French Ministry of National Education, if they are cultural co-operation officers;
 - (b) By reference to an index established by agreement with due regard for their qualifications and professional experience, if they are technical co-operation experts.
- 3. For physicians exercising exclusively hospital functions, whether or not they are civil service personnel, by reference to the index scale set out in the annex to this Protocol.

However, the salary defined above shall be reduced by 20 per cent when the waivers of the maximum period of renewal of the contract, provided for in article 3 of annex II of the Agreement (Protocol concerning the conditions of service of civilian personnel made available to the Tunisian Government), are applied.

Article 2. The salary defined in article 1 above shall not be changed during the period of the contract, except in cases where civil service personnel are promoted to a higher level or assigned to a different category or where the index number of the category to which they belong is adjusted. Corresponding salary adjustments shall be made on the basis of the value of the index number which served to determine their gross salary on the date on which the contract became effective or was renewed.

In the case of cultural co-operation officers, account shall be taken of their new conditions of service on 1 October following the date on which the above-mentioned changes become effective, provided that notice of the changes is given by not later than 31 December of the same year.

In the case of technical co-operation experts, account shall be taken of their new conditions of service one year after the date on which the contract becomes effective or is renewed.

- Article 3. The cost of the remuneration of personnel as defined in article 1 above shall be apportioned as follows:
- 1. In the case of co-operation officers assigned to categories I, II and III under article 18 of the Agreement, the cost shall be divided equally between France and Tunisia.
- 2. In the case of co-operation officers assigned to category IV:
 - (a) The cost of the remuneration of officers working in priority disciplines (French, mathematics, physics and chemistry, tehnical disciplines) shall be so apportioned that France pays one third and Tunisia two thirds;
 - (b) The cost of the remuneration of officers working in other disciplines shall be borne entirely by Tunisia.
- 3. In the case of technical co-operation experts, the cost of their remuneration shall be so apportioned that France pays one third and Tunisia two thirds up to an over-all limit of 120 experts. In the case of personnel recruited above that limit, the cost of their remuneration shall be borne entirely by Tunisia save where exceptions are authorized by the Mixed Commission referred to in article 12 of the Agreement in the light of the requirements of specific programmes.

Article 4. Where appropriate, the following shall be added to the salary defined in article I above:

(a) The family allowances for dependent children defined in article 8 of the French Decree of 28 March 1967. Such allowances shall be paid on the basis of the rate corresponding to the gross index-based salary used to calculate the salary defined in article 1 above.

The coefficient referred to in the second paragraph of article 8 of the above-mentioned Decree shall be that applied to the teaching staff of the French cultural and educational institutions referred to in part III of the Agreement. Account shall be taken, during the period of the contract of changes occurring in the family status of personnel. The cost of family allowances shall be borne entirely by the French Government when it bears part of the cost of the index-

based salary; it shall be borne by the Tunisian Government when the latter bears the entire cost of the index-based salary.

- (b) For technical co-operation experts, an efficiency bonus granted on the same terms as to their Tunisian counterparts, the cost being borne entirely by the Tunisian Government.
- (c) For physicians exercising teaching and hospital functions simultaneously, a hospital supplement equivalent to that received by their French counterparts working in France. The cost of this supplement shall be apportioned under the same conditions as the index-based salary.
- (d) For physicians exercising exclusively hospital functions, a monthly accommodation allowance of 40 dinars, the cost being borne by the Tunisian Government.
- (e) A specialization bonus taking account of the high level of qualifications required for certain functions within the framework of the implementation of specified technical programmes. The conditions under which this bonus is awarded, its amount and the apportionment of its cost shall be defined by the Mixed Commission provided for in article 12 of the Agreement.
- Article 5. Personnel shall be entitled, upon their recruitment, to the installation allowances provided for in French Decree No. 67-290 of 28 March 1967.

The cost of the said allowance, which may not be received concurrently with any other allowance of the same nature, shall be borne by the French Government.

Article 6. Reimbursement of the travel and removal expenses referred to in article 10 of annex II of the Agreement shall be effected under the conditions specified by the French Decree of 5 May 1950. The cost of the outward journey shall be borne by the Tunisian Government and that of the return journey by the French Government when the latter bears part of the cost of the index-based salary. The said costs shall be borne entirely by the Tunisian Government when the latter bears the entire cost of the index-based salary.

The transportation and removal expenses referred to in article 14 of annex II of the Agreement shall be borne by one of the two Governments under the conditions specified in the first paragraph of this article. However, the Tunisian authorities shall ensure transportation of the body only from Tunisian territory.

The cost of reimbursement of the leave travel expenses provided for in article 10 of annex II of the Agreement shall be borne by the Tunisian Government.

Article 7. The cost of contributions payable by the employer pursuant to article 17 of annex II of the Agreement shall be borne by the French Government.

The individual contributions of personnel whose remuneration is paid entirely by the Tunisian Government shall be deducted in advance each month by the said Government and transferred to the French Government.

Article 8. Personnel to whom this Protocol applies shall be entitled to receive in French francs one half of their net remuneration after taxes and deductions for social-insurance and pension contributions.

They may receive the entire amount of the said pay in French francs during the period of annual leave if they spend that leave outside Tunisia.

Article 9. The rates of pay for hours worked above the maxima referred to in article 7 of annex II of the Agreement are indicated in the table appended to this Protocol.

The cost of overtime pay shall be borne by the Tunisian authorities.

Article 10. This Protocol is concluded for a period of five years and shall enter into force on the same date as the Agreement.

It may be automatically renewed.

It shall automatically cease to have effect in the event that the Agreement is denounced.

Contracts signed under the Protocol of 14 February 1969 concerning cultural concerning and the Protocol of 5 June 1969 concerning to the Protocol of

operation and the Protocol of 5 June 1969 concerning technical co-operation shall remain in effect until such time as they are renewed, subject to the following reservation:

Type B contracts within the meaning of article 2 of the above-mentioned Protocol concerning cultural co-operation held by personnel assigned to categories I, II and III under article 18 of the Agreement or teaching in the disciplines enumerated in article 3, paragraph 2 (a), of this Protocol shall be the subject of an additional agreement establishing the apportionment of the costs of remuneration and family allowances according to the procedures provided for in articles 3 and 4 of this Protocol. The provisions of articles 6 and 7 shall then apply to the said contracts.

Table of maximum working hours and overtime pay rates for teaching staff (appended to annex I (Financial Protocol) of the Agreement on Cultural, Scientific and Technical Cooperation)

HIGHER EDUCATION

Grades	Weekly time-table (hours)'	Annual rate per hour of regular teaching (in dinars)	hourly rate
Professors	3	228	9
Maîtres de conférences	3	183	7.200
Maîtres assistants	6^2	162	6.500
Assistants with an advanced degree (agrégés)	8²	162	6.500
Other assistants	8 ²	162	6.500

¹ For teachers assigned to écoles supérieures, the weekly time-table shall be that established by the internal regulations of the school of assignment. The person concerned shall be notified of the time-table upon appointment or upon being offered a renewal of his contract.

SECONDARY EDUCATION

Category of staff	Weekly time-table (hours)	Annual rate per hour of regular teaching (in dinars)	Occasional hourly rate (in dinars)
Teachers with an advanced degree (agrégés)	15	198	5.000
Teachers bi-admissibles à l'agrégation	18	144	3.600
Graduate (certifiés) teachers	18	135	3.400
Qualified (licenciés) assistant teachers engaged			
in teaching		111	2.700
Instituteurs délégués		87	2.100
Teachers in technical lycées:			
Theoretical teaching	18	135	3.400
Technical lycée c.t.a.:			
Theoretical teaching	22	117	2.900
Practical teaching	401	57	1.400

¹ Including four hours' preparation. Any modification of Tunisian time-tables at this level shall extend to the maximum working hours of these categories.

² One hour of practical work shall be counted as equivalent to half-an-hour of regular teaching, and one hour of directed work shall be counted as equivalent to three quarters of an hour of regular teaching.

Category of staff	Weekly time-table (hours)	Annual rate per hour of regular teaching (in dinars)	Occasional hourly rate (in dinars)
General subject teachers	22	105	2.600
Theoretical teaching	22	105	2.600
Practical teaching	40¹	57	1.400
Theoretical teaching	22	75	1.800
Practical teaching	40'	57	1.400
Category I: Theoretical teaching Category II (<i>licenciés</i>): Theoretical teach-	18	111	2.700
ing	18	99	2.400
Theoretical teaching	22	84	2.100
Practical teaching	40¹	57	1.400
Theoretical teaching	22	72	1.800
Practical teaching	40'	57	1.400
M.A.C. 1	20	123	3.000
M.A.C. 2	20	87	2.200
M.A.C. 3 (others)	25	72	1.800

Including four hours' preparation. Any modification of Tunisian time-tables at this level shall extend to the maximum working hours of these categories.

Index scale for the physicians referred to in article 1, paragraph 3, of annex I of the Agreement

	Net Index
General physician not in a special category and without professional seniority	400
1. Staff not resident in town of faculty	+ 10 points
2. Staff resident in town of faculty	+ 20 points
3. Specializations recognized by the medical profession	+ 30 points
4. Diploma of the Ecole nationale de la santé publique	+ 20 points
5. Diploma in tropical medicine	+ 20 points
(The latter two allowances may not be combined) 6. Hospital assistant or head of clinic	+ 20 points
7. Hospital physician or surgeon	+ 30 points
Seniority:	
Per year of active professional experience after graduation, up to a limit of ten years (50 points maximum)	+ 5 points

ANNEX II

PROTOCOL CONCERNING THE CONDITIONS OF SERVICE OF CIVILIAN PERSONNEL MADE AVAILABLE TO THE TUNISIAN GOVERNMENT

- Article 1. The cultural co-operation officers and technical co-operation experts referred to in article 18 of the Agreement on cultural, scientific and technical co-operation, hereinafter called "officers", shall be governed by the provisions of this Protocol.
- Article 2. Recruitment shall be in accordance with the procedure specified in article 17 of the Agreement.

Before taking up his duties, an officer shall be advised through the French authorities of the conditions offered to him.

Final appointment shall be denoted by a French decision making the officer available to the Government and by a contract concluded between the officer and the Tunisian authorities, it being understood that the officer must satisfy the physical requirements stipulated by the latter.

The contract, a model of which is appended hereto, shall contain particulars as to the programme under which the officer has been engaged, the definition of his functions, his duty station, the duration and effective date of the appointment, the remuneration offered (indicating the apportionment of the cost between the two Governments) and the rate at which tax will be levied.

Article 3. The contract shall normally be concluded for a period not exceeding two years. However, it may, where necessary, be of a different duration, having regard to the special requirements of certain programmes.

Teaching staff returned to the jurisdiction of the French Government shall cease to be paid by the Tunisian Government as from 16 September. However, teachers assigned to higher educational institutions and officers entering upon retirement shall cease to be paid as from 1 October.

A contract concluded under the Agreement may be renewed for a maximum of two periods of two years. However, in the case of officers signing the said contract who on the date of the entry into force of the Agreement have already served in Tunisia for two or more years under the co-operation scheme, the contract may be renewed for only one period not exceeding two years. Waivers of these rules may be granted in the light of programmes agreed upon by the Mixed Commission referred to in article 12 of the Agreement.

Offers of renewal or decisions not to renew shall be communicated in writing to the officers concerned and to the French authorities by the Tunisian authorities:

- Normally during the month of January in the case of teaching staff from the French Ministry of National Education;
- Four months before the date of expiry of the appointment in the case of other officers.

The officer concerned shall inform the Tunisian authorities and the French authorities in writing of his decision regarding an offer of renewal within fifteen days after receiving notice of the offer.

Article 4. Officers shall, during their term of service, be under the authority of the Tunisian Government. They may not request or receive orders from any other authority. They must devote all their professional activities to the work to which they have been assigned.

During the period of their appointment and thereafter, they shall exercise the utinost discretion with regard to facts, information and documents of which they have had knowledge in connexion with their duties.

They shall refrain, during the period of their appointment, from engaging directly or indirectly in any type of activity whether gainful or not, in Tunisian territory without the express authorization of the authority to which they are responsible.

They may not take part in any political activity in Tunisian territory and must refrain from any action likely to injure the material or other interests of either the Tunisian or the French authorities.

Article 5. The Tunisian Government shall grant each officer the protection and guarantees provided by Tunisian law for Tunisian civil servants.

Teachers shall, during their term of service, take part in the life of the institution to which they have been assigned.

Officers shall be entitled to form professional associations to defend their interests and group insurance organizations to guard against the risks of illness and accidents. The Tunisian Government shall facilitate the performance of their duties by officials of such associations and organizations, provided that the activities in question do not conflict with their professional obligations.

Article 6. For purposes of the rating of officers in the service from which they were seconded, the Tunisian authorities shall transmit annually to the French authorities, in good time, an evaluation of the performance of the said officers as well as the coded rating given to them.

When the number of officers seconded from a French service justifies such action, one or more officers of the said service may, by agreement with the Tunisian Government, be sent on mission for the purpose of examining questions relating to the advancement and career development of the officers concerned in the service from which they were seconded.

Teachers shall be inspected by the competent French authorities, by agreement with the Tunisian authorities, as frequently as is necessary to ensure the normal development of their careers. However, it shall be understood that the officer is subject to inspection by the Tunisian authorities and that those authorities may, where appropriate, render assistance to him in teaching matters.

Article 7. An officer's working week shall be that applicable in Tunisia, on the date on which the contract becomes effective, to the category of officers to which his post corresponds. It shall not be changed during the term of the contract.

The table appended to annex I of the Agreement (Financial Protocol) establishes the maximum working hours for officers exercising teaching functions.

Such officers may not refuse to perform at least two hours' overtime work per week.

- Article 8. Officers shall receive the same leave and school and university vacations as their Tunisian counterparts.
- Article 9. Officers may be granted paid leave for serious, exceptional and duly substantiated reasons under the conditions laid down by the regulations in force in the Tunisian administration.

Officers may also receive paid leave, up to a limit of fifteen days per two-year period, in order to participate in Tunisia, or, if necessary in France, in competitions and examinations relating to their professional activities, in congresses and symposia relating to their areas of specialization and in retraining courses open to personnel of their category.

However, in the case of officers exercising teaching functions, the said courses must be attended during school vacations.

Article 10. Each officer shall be entitled:

1. For the purpose of travel from his place of residence in France to his duty station in Tunisia, or for the purpose of travel from Tunis to Marseilles and back during the leave ac-

crued for each consecutive two-year period of service, for himself, his spouse and his dependent children as defined in the Tunisian law in force, to reimbursement of travel expenses on the terms specified in French Decree No. 50-491 of 5 May 1950.

Air travel may be by economy class only.

If travel is accomplished by other means, reimbursement shall be made on the basis of the economy-class air fare.

- 2. At the time of his appointment in Tunisia, to reimbursement of removal expenses on the terms specified in the above-mentioned Decree No. 50-491.
- 3. At the time of his final return to France, and after at least two consecutive years of service or on the expiry of his contract, to reimbursement of his travel and removal expenses on the terms specified for the outward journey.

He may not collect, during the same year, reimbursement for travel both on leave and on his final return to France.

Article 11. Any employment transfer shall be subject to prior agreement between the Tunisian authorities and the officer concerned.

However, if in view of the exigencies of the service it is impossible to retain the officer in his post, he may be transferred by administrative decision.

In the latter case, where there is a change of locality as defined by Tunisian regulations, the officer shall be guaranteed the following:

- Transfer to a locality offering the same educational facilities in a French institution for his children;
- Transfer of his spouse to the same locality if the said spouse is in the service of the Tunisian State;
- Reimbursement by the Tunisian authorities of travel and removal expenses incurred in connexion with the change of residence.

Transfers effected by agreement or by administrative decision shall also be subject to prior agreement by the French authorities where such transfers entail increasing the staff provided for by the Mixed Commission for the implementation of a programme.

Article 12. In the event of duly certified illness which prevents them from performing their duties, officers shall automatically be granted leave. They shall be entitled to remuneration for up to three months in any period of twelve months.

If, on the expiry of such leave, they are unable to resume their duties, their contract may be terminated.

In the event of confinement, the officer concerned shall be entitled to paid leave of one and a half months. If, at the end of this period, she is unable to resume her duties, she may be granted sick leave, which shall be limited in each case to one and a half months.

Article 13. In the event of service-connected accident or illness, officers shall be entitled to receive their remuneration until they are able to resume their duties or until the disability resulting from the accident or illness can be assessed by experts.

If the contract expires before the officer in question recovers from the illness or injury, its expiry shall automatically be postponed until the time of such recovery.

The Tunisian authorities shall reimburse medical and pharmaceutical expenses incurred by officers suffering a service-connected accident or illness. Hospital expenses shall be reimbursed at the rate fixed in the official insurance scheme for Tunisian civil servants.

If the accident or illness causes permanent disability, either partial or total, the Tunisian authorities shall grant the officer a disability pension equal to two thirds of the annual salary

specified in article 1 of annex I of the Agreement (Financial Protocol), multiplied by the disability factor determined by experts.

Article 14. In the event that the officer dies during the term of his contract, arrangements shall be made for transportation of the body at the request of the family of the deceased.

Arrangements for repatriation of the dependants of the deceased and for the removal of his effects shall be made under the same conditions as in the case of repatriation at the end of an appointment as specified in article 10 above.

Article 15. The Tunisian Government shall permit the personal and household effects of each officer to be imported into its territory under the conditions governing temporary admission, subject to the production of all appropriate supporting documents and within a period of three months after the date of the officer's arrival in Tunisia.

The said time-limit may be extended upon submission of a request, on stated ground, by the officer concerned to the competent Tunisian administration.

These conditions shall be applicable to the officer's personal vehicle in respect of a single vehicle during the term of the contract and once in every four-year period in the event of renewal of the contract.

Article 16. Direct taxes payable by the officer shall be calculated according to the table appended to this Protocol on the basis of his gross total remuneration after deduction of income from family allowances and, where appropriate, allowable expenses.

The said table may be revised by agreement between the two Governments. Taxes shall be withheld monthly by the Tunisian authorities in respect of officers all or part of whose remuneration is paid by them.

Article 17. Officers shall be covered by the French social security scheme and, where appropriate, by a supplementary retirement plan under the conditions laid down by the French Act of 13 July 1972 and the decrees giving effect to it.

Article 18. An officer's contract may be terminated:

- 1. At his request on any grounds deemed to be legitimate, for example, if his spouse is obliged to leave Tunisia for reasons which are deemed to be valid.
- 2. Automatically in the event of the officer's failure to perform his duties properly or to comply with the obligations specified in article 4 above.

In the latter case, notice of the decision to terminate, together with a statement of grounds, shall be given according to the procedure established for the notification of non-renewal provided for in article 3 above.

In either case, the repatriation expenses of the officers concerned shall be reimbursed.

- 3. Automatically and at any time:
 - (a) In the event of serious failure to comply with the obligations specified in article 4 above, or of serious misconduct arising from particular acts;
 - (b) If the officer is under sentence of death, imprisonment or loss of civil rights.

In the cases referred to in paragraphs (a) and (b) above, the officer shall receive prior notice of the complaints made against him and notification of the decision to terminate shall be given to the French authorities.

There shall be continuing entitlement to reimbursement of the repatriation expenses of the officer's spouse and dependent children.

4. In the cases and according to the procedures provided for in article 3 of the French Act of 13 July 1972. By prior agreement with the French authorities.

Article 19. This Protocol shall apply for the same period as the Agreement and shall enter into force on the same date as the latter. It may be renewed, revised or denounced under the same conditions as the Agreement.

It shall automatically cease to have effect in the event that the Agreement is denounced.

Tax table referred to in article 16 of annex II of the Agreement

		Married with dependent children						
Gross Indices	Single	0	1	2	3	4	5	6
					(per cent)			
	0.74		0.46	2 10	- ,	0.50	"	"
135 to 164	2.74	2.74	2.46	2.19	1.37	0.52	,,	,,
165 to 194	3.97	3.82	2.73	2.42	1.51	0.60		
200 to 229	4.48	4.19	3.72	3.24	1.72	1.21	0.67	0.18
230 to 261	4.86	4.63	3.98	3.48	2.79	1.59	1.14	0.65
265 to 296	5.31	5.05	4.43	3.90	3.25	2.74	1.98	1.13
300 to 334	5.80	5.53	4.92	4.34	3.73	3.20	2.68	1.97
335 to 369	6.19	5.94	5.30	4.84	4.29	3.78	3.23	2.76
370 to 404	6.60	6.27	5.77	5.27	4.78	4.28	3.78	3.32
405 to 439	6.92	6.65	6.09	5.64	5.18	4.73	4.27	3.82
445 to 475	7.34	6.97	6.71	6.02	5.61	5.19	4.78	4.37
480 to 511	7.61	7.38	6.94	6.39	5.95	5.50	5.12	4.74
515 to 549	7.92	7.65	7.22	6.81	6.40	5.99	5.47	5.06
550 to 584	8.34	7.97	7.53	7.10	6.69	6.31	5.92	5.54
585 to 633	8.59	8.36	7.83	7.43	7.02	6.61	6.23	5.87
635 to 683	8.86	8.64	8.26	7.94	7.51	7.13	6.64	6.26
685 to 733	9.19	8.99	8.56	8.18	7.83	7.47	7.12	6.77
735 to 783	9.44	9.26	8.93	8.51	8.18	7.85	7.52	7.19
785 to 833	9.68	9,47	9.13	8.82	8.51	8.20	7.89	7.58
835 to 883	10.01	9.81	9.49	9.16	8.73	8.43	8.13	7.84
885 to 939	10.07	10.15	9.81	9.43	9.17	8.76	8.46	8.15
940 to 999	10.75	10.40	10.08	9.76	9.44	9.12	8.81	8.52
1000 and over	11.82	11.59	11.14	10.81	10.49	10.12	9.88	9.57

REPUBLIC OF TUNISIA MINISTRY OF

CONTRACT

REFERRED TO IN ARTICLE 2 OF ANNEX II OF THE AGREEMENT ON CULTURAL, SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN TUNISIA AND FRANCE SIGNED ON 3 MARCH 1973
The Minister
representing the Tunisian Government,
on the one hand, and
Mr., Mrs., Miss
Grade
LevelGross index

Discipline
have agreed as follows:
Article 1
The contracting officer is appointed to work as
at
Article 2
This contract shall become effective on the date on which the contracting officer actually takes up his duties; it shall be valid until
Article 3
The contracting officer shall receive from the Tunisian authorities, as a charge against the
Article 4
Direct taxes payable under article 16 of annex II of the Agreement shall be fixed at the rate of per cent.
The said taxes shall be withheld monthly by the Tunisian authorities on the entire amount of taxable remuneration.
Article 5
The contracting officer shall also receive from the Tunisian authorities, according to the regulations in force and to article 4 (b) , (c) , (d) and (e) of annex I (Financial Protocol):
-
Article 6 The undersigned contracting officer has familiarized himself with the provisions of the Agreement on cultural, scientific and technical co-operation and of its annexes I (Financial Protocol) and II (Protocol concerning the conditions of service of civilian personnel made available to the Tunisian Government).
Done at Tunis on

ANNEX III

PROTOCOL CONCERNING THE CONDITIONS OF SERVICE OF VOLUNTEERS FROM THE SERVICE NATIONAL ACTIF MADE AVAILABLE TO TUNISIA

Article 1. Volunteers from the Service National Actif, hereinafter called "volunteers", made available to Tunisia pursuant to article 18 of the Franco-Tunisian Agreement on cultural, scientific and technical cooperation shall be governed by the provisions of this Protocol.

Read and approved:
The Contracting officer

¹ Post and duty station.

Article 2. Volunteers shall serve under the Service National Actif for their period of statutory obligation, currently set at sixteen months.

However, volunteers engaged in teaching shall formally undertake to remain at their posts until the end of the second school year in the course of which their obligation ends. This period shall be called the "additional period".

Article 3. The Tunisian Government shall communicate to the French Government in respect of each volunteer whom it selects in accordance with the procedure established in article 17 of the Agreement, particulars as to the duties he is to perform, the service or agency to which he has been assigned, his place of work and the date on which he is to take up his duties.

These conditions shall be set out in a contract, a model of which is appended hereto, concluded between the individual concerned and the Tunisian authorities. The contract shall become effective only if the individual concerned is found physically fit to serve in the Service National Actif.

Article 4. Volunteers shall, during their term of service, be under the authority of the Tunisian Government. They may not request or receive orders from any other authority. They must devote all their professional activities to the work to which they have been assigned.

During the period of their appointment and thereafter, they shall exercise the utmost discretion with regard to facts, information and documents of which they have had knowledge in connexion with their duties.

They shall refrain, during the period of their appointment, from engaging directly or indirectly in any type of activity, whether gainful or not, in Tunisian territory without the express authorization of the authority to which they are responsible.

They may not take part in any political or trade-union activity in Tunisian territory and must refrain from any action likely to injure the material or other interests of either the Tunisian or the French authorities.

Article 5. A volunteer's working week shall be the same as that of the category of officers to which their posts correspond.

They shall be subject to inspection by the Tunisian authorities, and those authorities may, where appropriate, render assistance to them in teaching matters.

Article 6. Volunteers shall be entitled to two working days' leave per month of actual service, any fraction of a month greater than two weeks being counted as a complete month.

This leave may be taken as the individual concerned chooses, but subject to the exigencies of the service, either in several periods as leave is accrued or in a single period of terminal leave.

In the case of volunteers engaged in teaching, such leave may be taken only during school vacations, it being understood that the individuals concerned shall be considered to have used up their leave entitlement by the beginning of the second school year.

Convalescent leave may be granted to volunteers whose health requires it. It shall be for no more than thirty days and may not be renewed more than twice.

Special leave of up to ten days for the purpose of sitting for examinations or in connexion with family events may also be granted. Family events shall mean the marriage of the individual concerned, the birth of a child, the death of the individual's spouse or child, or the death of his father or mother. In addition, volunteers may be granted special leave of six days for the marriage or death of a brother or sister.

Such special or convalescent leave shall not reduce the amount of normal leave.

Leave shall be granted by the Tunisian authorities, and the relevant documents shall be supplied by the French Embassy at Tunis.

Travel expenses incurred in connexion with the leave described above, with the exception of terminal leave, shall be borne by the individual concerned.

Article 7. In respect of travel and of assignments entrusted to them during their term of service, the individuals concerned shall be assimilated to Tunisian civil servants performing the same functions.

The Tunisian Government shall seek the agreement of the French Government in cases where such assignments are to take place outside Tunisian territory.

Article 8. Volunteers shall not be subject to the imposition of any administrative penalty by the Tunisian authorities other than their return, on stated grounds, to the jurisdiction of the French Government, subject to at least one month's notice, which shall be brought to the attention of the French authorities. In certain exceptional cases, this notice may be reduced or dispensed with.

A volunteer's assignment may, by agreement between the competent authorities of the two countries, be terminated at any time and without notice.

Article 9. The Tunisian Government shall permit the personal and household effects of each volunteer to be imported into its territory under the conditions governing temporary admission, subject to the production of all appropriate supporting documents and within a period of three months after the date of the volunteer's arrival in Tunisia.

The said time-limit may be extended upon submission of a request on stated grounds, by the individual concerned to the competent Tunisian administration.

These conditions shall be applicable to the volunteer's personal vehicle in respect of a single vehicle during the term of the contract.

Article 10. A volunteer shall be entitled to reimbursement of his round-trip travel expenses between his place of residence in France and his duty station in Tunisia and to reimbursement of the cost of transporting his luggage by the most economical means up to a limit of 150 kg, including the "accompanied luggage" allowance granted by land, air and sea transport companies.

These costs shall be borne entirely by the French Government in the case of volunteers performing cultural co-operation duties. The cost of the outward journey shall be borne by the Tunisian Government, and that of the return journey by the French Government, in the case of volunteers performing technical co-operation duties.

- Article 11. Volunteers shall receive an equipment allowance as determined by French regulations, the said allowance to be paid by the French Government when they take up their duties.
- Article 12. Volunteers shall receive, starting on the date on which their contracts become effective and throughout the period of their statutory obligation, a monthly subsistence allowance at a rate to be periodically communicated to the Tunisian Government by the French Government. During periods of leave spent outside Tunisia, this allowance shall be reduced to 5 per cent of the amount provided for above.

The allowance shall be exempt from all taxes.

It shall be paid in its entirety by the Tunisian Government except in the case of the volunteer's early repatriation to France. However, in the field of public health and administrative training, the French Government shall bear one third of the cost in respect of certain posts determined by the Mixed Commission referred to in article 12 of the Agreement.

Article 13. Volunteers shall be entitled to complete reimbursement of their medical and pharmaceutical expenses by the French authorities.

In the event of duly certified illness which prevents them from performing their duties, volunteers shall automatically be granted leave. During the period of their statutory obligation, if they spend such leave in Tunisia, they shall continue to receive their allowance in accordance with the provisions of article 12 above.

In the event of hospitalization in Tunisia, the allowance shall be reduced to 25 per cent of the original figure.

In the event of sick or convalescent leave spent outside Tunisia, it shall be reduced to 5 per cent.

If a volunteer takes sick leave amounting to more than three months in any twelve-month period of service or if he is repatriated for health reasons, he shall revert to the jurisdiction of the French authorities.

- Article 14. Volunteers may submit to the competent Tunisian authorities requests to transfer funds to France, which shall be honoured within the limits of:
- The amounts due them for periods of leave spent in France;
- An amount not exceeding the total amount of the allowances payable for the last two months of the period of their statutory obligation, provided that the amounts due them have not been drawn against fifteen days before their final departure from Tunisia.
- Article 15. In the case of volunteers engaged in teaching, the contract referred to in article 3 of this Protocol shall be concluded for the period of statutory obligation and for the additional period referred to in article 2 second paragraph. The additional period shall terminate on 31 July in the case of volunteers who are not civil servants and on 15 September in the case of civil servants; in the event that the individual concerned is recruited at the end of the additional period in accordance with article 17 of the Agreement, the additional period shall be extended to 30 September.
- Article 16. During the additional period, remuneration shall be determined, from the day following the date on which statutory obligation ends until 30 June of the current year, under the same conditions as the remuneration of civilian co-operation officers. However, the index-based salary shall be established by reference to the index for the second level of the volunteer's grade if he is an established civil servant and to the index for the first level of his grade or for the grade to which he has been assimilated in all other cases. The index point value shall be the one in force on the date on which the contract referred to in article 3 above becomes effective.

For periods of leave subsequent to 30 June, the individual concerned shall receive remuneration equal to the index-based salary in force in France on the date on which the contract becomes effective and determined as above, plus the maximum living allowance payable in France.

The cost of such remuneration shall be borne by the Tunisian Government.

Article 17. During the additional period, the individuals concerned shall be governed by the same provisions as civilian co-operation officers, with the exception of the provisions relating to recruitment and renewal of contract, the remuneration scheme, and travel and removal expenses. However, the duration of sick leave shall be one month in any period of four months.

They shall retain the right to the return journey to France acquired by reason of their period of service in the Service National Actif and to transport of their luggage up to a limit of 150 kg in the event of their final departure from Tunisia at the end of the additional period.

Article 18. Volunteers recruited at the end of the additional period under article 17 of the Agreement shall be deemed to have been recruited in France if they were not living in Tunisia when they joined the Service National Actif. They shall receive all the benefits provided for in the case of civilian co-operation officers.

For the purposes of importing a personal vehicle, individuals thus recruited shall be deemed to have entered Tunisia on the date of their arrival as volunteers.

This Protocol shall apply for the same period as the Agreement and shall enter into force on the same date as the latter.

It may be renewed, revised or denounced under the same conditions as the Agreement. It shall automatically cease to have effect in the event that the Agreement is denounced.

REPUBLIC OF TUNISIA

CONTRACT

REFERRED TO IN	N ARTICLE 3 O	f annex II	І ог тне	AGREEMENT	ON CULTURAL,	SCIENTIFIC	AND
TECHNICAL	CO-OPERATIO	N BETWEEN	TUNISIA	AND FRANCE.	SIGNED ON 3 N	MARCH 1973	

The Minister
representing the Tunisian Government,
on the one hand, and
Mr
Grade
Discipline
referred to in this contract as "the volunteer"
on the other hand,
have agreed as follows:
Article 1
The volunteer is appointed to work as
Article 2
This contract shall become effective on \dots , the date on which the volunteer actually takes up his duties, it shall be valid until \dots .
Article 3
The volunteer shall receive from the Tunisian authorities, as a charge against the budget:
(a) During the period of his statutory obligation

based pensionable salary which he would have received in France on the date on which the contract becomes effective, by reference to the gross index corresponding to the level of his grade, plus the maximum living allowance payable in France.

(b) During the additional period: remuneration equal to the amount obtained by multiplying by 1.80 the gross index-based pensionable salary which he would have received in France on the date on which the contract becomes effective by reference to the gross index corresponding to the level of his grade.

(c) For periods of leave subsequent to 30 June; remuneration equal to the gross index-

of the monthly subsistence allowance referred to in article 12 of annex III.

Article 4

Direct taxes payable for the period following the period of statutory obligation shall be fixed at the rate of per cent pursuant to article 17 of annex III and article 16 of annex II of the Agreement.

¹ Post and duty station.

The said taxes shall be withheld monthly by the Tunisian authorities on the entire amount of taxable remuneration.

Article 5

The undersigned volunteer has familiarized himself with the provisions of the Agreement on cultural, scientific and technical co-operation and of its annexes I (Financial Protocol), II (Protocol concerning the conditions of service of civilian personnel made available to the Tunisian Government) and III (Protocol concerning the conditions of service of volunteers from the Service National Actif made available to Tunisia).

Done at Tunis on

Read and approved:

The volunteer

EXCHANGE OF LETTERS

I

Tunis, 3 March 1973

Sir.

In the course of the negotiations leading to the conclusion of the Franco-Tunisian Agreement on cultural, scientific and technical co-operation, agreement was reached on the following:

(a) The Tunisian Government shall permit the personal and household effects of French teachers working at the French cultural and educational institutions referred to in part III of the Agreement on cultural, scientific and technical co-operation to be imported into its territory under the conditions governing temporary admission, subject to the production of all appropriate supporting documents and within a period of three months after the date of the officer's arrival in Tunisia. The said time-limit may be extended upon submission of a request, on stated grounds, by the officer concerned to the competent Tunisian administration.

These conditions shall be applicable to the officer's personal vehicle in respect of a single vehicle. The officer may replace the vehicle once only under the same conditions after a stay of four years:

(b) The French Government shall pay to non-Tunisian officers working at the institutions referred to in paragraph (a) above, in Tunisian dinars, one half of their gross remuneration after deductions for individual pension and social-insurance contributions.

The whole of the said remuneration shall be payable in French francs during the period of annual leave if the individuals concerned spend such leave outside Tunisia;

(c) Direct taxes payable by the French personnel of French institutions in Tunisia shall be calculated according to the table appended to annex II of the Agreement on the basis of their gross total remuneration after deduction of income from family allowances and, where appropriate, allowable expenses. The said table may be revised by agreement between the two Governments.

Direct taxes shall be paid on the basis of a quarterly declaration to be completed by the individual concerned at the collector's office nearest to his place of residence.

For that purpose, the French Embassy in Tunisia shall communicate on a quarterly basis to the Tunisian Department of Taxation a list of French personnel of French institutions in Tunisia, indicating the taxable amount as defined above for the preceding quarter.

I have the honour to request that you confirm the agreement of your Government to these provisions.

Accept, Sir, etc.

[Signed]
Masmoudi

П

EMBASSY OF FRANCE IN TUNISIA

Tunis, 3 March 1973

Sir,

You were good enough to send me the following letter:

[See letter I]

I have the honour to confirm the agreement of my Government to these provisions.

Accept, Sir, etc.

[Signed]
GEORGES GAUCHER