

No. 14663

**FRANCE
and
MAURITANIA**

**General Convention on agronomic research. Signed at
Nouakchott on 19 June 1975**

Authentic text: French.

Registered by France on 19 March 1976.

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et
MAURITANIE**

**Convention générale en matière de recherche agronomique.
Signée à Nouakchott le 19 juin 1975**

Texte authentique : français.

Enregistrée par la France le 19 mars 1976.

[TRANSLATION — TRADUCTION]

GENERAL CONVENTION¹ ON AGRONOMIC RESEARCH BETWEEN THE FRENCH REPUBLIC AND THE ISLAMIC REPUBLIC OF MAURITANIA

The Government of the French Republic, represented by Mrs. Yvette Chassagne, Director of Economic Development at the Ministry for Co-operation, on behalf of the Minister for Co-operation, on the one hand, and

The Government of the Islamic Republic of Mauritania, represented by His Excellency Diop Mamadou Amadou, Minister for Rural Development, on the other hand,

Have agreed, in implementation of the provisions of Part IV, concerning scientific and technical research of the Agreement on cultural co-operation signed on 15 February 1973,² to pursue and develop their relations in agronomic research in accordance with the provisions of this Convention.

Article 1. Co-operation between the Government of the Islamic Republic of Mauritania and the Government of the French Republic in agronomic research, particularly with respect to agriculture, livestock production, nature conservancy, and agricultural and forestry technology, shall be undertaken through and with the assistance of the competent institutions of each of the two States.

Article 2. This co-operation shall take the form of research programmes, normally multi-year, which may cover all the activities mentioned in article 1.

Each programme shall include, as appropriate, long-, medium- and short-term objectives, a repayment schedule, and an evaluation of all the requisite means for its execution.

Article 3. The Mauritanian research institutions shall conduct programmes of both national and general scope approved by the Government of the Islamic Republic of Mauritania.

Article 4. (a) Programmes in the funding of which the French Party participates shall be selected by mutual consent.

(b) The arrangements for French participation in the funding of such programmes shall be the subject of an annual codicil to this Convention. The codicil specifies the contribution of each State, lists the programmes selected and designates the institutions responsible for their execution. Certain programmes may be wholly funded by the French Party.

(c) The two Governments shall undertake to pay their contributions in accordance with conditions established by mutual consent and with their own budgetary procedures.

(d) Arrangements for the execution of the programmes selected and provisions governing relations between the institutions of the two Parties which will ex-

¹ Came into force on 1 January 1976, in accordance with article 13.

² United Nations, *Treaty Series*, vol. 942, p. 131.

cute the said programmes shall be defined in a Protocol. It shall be signed by the specialized institutions responsible for programme execution.

The transfer of credits made available by the French Party to Mauritanian research institutions in pursuance of this Convention shall take the form of payments for services.

In particular, the above-mentioned Protocols shall specify, on a case-by-case basis, the nature of such services and the payment dates of the amounts concerned and of any quarterly advances which may be granted, subject to the corresponding adjustment during the last quarter of the budget year.

(e) The programmes shall be executed within Mauritanian research institutions established for that purpose.

(f) At the request of the Mauritanian authorities, the French institutions may admit research teams from Mauritania.

Article 5. In order to meet requirements expressed by the Government of the Islamic Republic of Mauritania, experts may be made available by the Government of the French Republic to assist in the organization and operation of the former Government's agronomic research institutions in conformity with the existing Agreements concerning technical and scientific co-operation.

Article 6. In addition to services in connexion with the programmes referred to in article 1, investment and equipment to strengthen the research potential of the Islamic Republic of Mauritania may be funded by the French Republic, in accordance with the customary procedures applicable to economic and social development.

Article 7. The two Governments recognize that, as a matter of priority, efforts must be made to provide basic and advanced training for the research staff concerned.

To this end, the French Party shall undertake to participate in the basic and advanced training of Mauritanian research staff and technicians so far as its means permit.

Article 8. With a view to intensifying the relations between their institutions and research staff the two Governments shall undertake to encourage twinning and partnership with a view to facilitating the exchange of information or loans of documents and scientific collections.

Article 9. With reference to article 15 of the General Agreement on cultural co-operation, each Party shall grant to the research institutions of the other Party full exemption from customs duties and special levies on the temporary or permanent import of any equipment or products to be used for activities undertaken under this Convention. It shall likewise grant to the expatriate staff of such institutions engaged in those activities the benefit of the provisions applicable to co-operation project staff.

Article 10. Pursuant to the international agreements relating to the dissemination of knowledge, the two Governments shall undertake not to impose any restriction on the free circulation of documents of a purely scientific nature.

With respect to applied research, and except where specifically stipulated in the research contracts or protocols:

- the results obtained through programmes funded by both Parties may be used freely by either of them in their respective territories; any use in a third country shall be agreed upon by them;
- the results obtained through programmes of the Mauritanian agronomic research institutions themselves which are wholly funded by the Islamic Republic of Mauritania shall not be used by the French institutions unless such use is expressly authorized by the Mauritanian authorities.

In all cases, the results of research conducted in Mauritania shall automatically be offered, on a priority basis, for publication in Mauritanian specialist periodicals and the Government of the Islamic Republic of Mauritania shall have priority for the use of all such results on its territory free of charge.

Article 11. A joint commission shall monitor the implementation of this Convention. It shall meet at least once a year to assess the results and the status of co-operation between the two countries and to consider prospects for future agronomic research, including training.

Article 12. This Convention is concluded for a period of five years, which may be extended by tacit agreement.

Each Government may at any time inform the other Contracting Party in writing of its intention to revise or denounce the Convention.

In the first case, a full six months' notice shall be given of the date of the proposed revision. In the second case, the Convention shall automatically cease to have effect one year after the notification of denunciation.

Article 13. This Convention abrogates and replaces Convention No. 15/C/60/D of 24 February 1961, concluded by the Government of the French Republic and the Government of the Islamic Republic of Mauritania.

It shall take effect as from 1 January 1976.

DONE at Nouakchott, on 19 June 1975.

For the French Republic:

[Signed]

YVETTE CHASSAGNE

For the Islamic Republic of Mauritania:

[Signed]

DIOP MAMADOU AMADOU