

**No. 16685**

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**FRANCE  
and  
BENIN**

**Agreement on technical co-operation in personnel matters  
(with protocols). Signed at Cotonou on 27 February  
1975**

*Authentic text: French.*

*Registered by France on 11 May 1978.*

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**FRANCE  
et  
BÉNIN**

**Accord de coopération technique en matière de personnel  
(avec protocoles). Signé à Cotonou le 27 février 1975**

*Texte authentique : français.*

*Enregistré par la France le 11 mai 1978.*

## [TRANSLATION — TRADUCTION]

**AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION IN PERSONNEL MATTERS BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF DAHOMEY**

The Government of the French Republic, on the one hand,  
The Government of the Republic of Dahomey, on the other,  
Have agreed as follows:

*Article 1.* The Government of the Republic of Dahomey and the Government of the French Republic reaffirm their desire to co-operate in personnel matters.

*Article 2.* The Government of the French Republic shall, as far as possible, make available to the Government of the Republic of Dahomey the personnel which the latter considers necessary for its requirements. The provision of such assistance shall not prevent the conclusion of specific agreements for the execution of temporary missions for specific purposes.

*Article 3.* In accordance with agreements concluded between the two Governments, the Government of the French Republic shall, as far as possible, facilitate the training of personnel in the public or private sectors presented by the Government of the Republic of Dahomey or help them to improve their skills.

*Article 4.* On the entry into force of this Agreement, the Government of the Republic of Dahomey shall transmit to the Government of the French Republic a list of posts to which it wishes to assign personnel made available to it by the Government of the French Republic. For each post, this list shall state the place or places of residence, describe the duties and the qualifications desired, and state the length of assignment if more or less than two years.

The Government of the Republic of Dahomey may submit to the Government of the French Republic requests naming persons whom it wishes to be made available to it.

The two Governments shall then draw up by agreement a list of posts which could be held by personnel made available by the Government of the French Republic to the Government of the Republic of Dahomey. This list may be reviewed annually.

*Article 5.* With a view to filling the posts referred to in article 4 above, the Government of the French Republic shall at the earliest possible date submit to the Government of the Republic of Dahomey the candidatures of personnel whom it intends to make available for service in the territory of the latter.

<sup>1</sup> Came into force on 1 January 1978, i.e., the first day of the second month following the exchange of instruments of approval, which took place at Paris on 18 November 1977, in accordance with article 25.

On receipt of the candidatures, the Government of the Republic of Dahomey shall have 45 days in which to agree to or reject them.

Once that time-limit has expired, or in the event of rejection, the personnel who have not been accepted shall revert to the jurisdiction of the Government of the French Republic.

The latter shall, however, as far as possible, submit new proposals which may be accepted or rejected under the conditions set forth above.

*Article 6.* The Government of the French Republic shall make available to the Government of the Republic of Dahomey the personnel accepted.

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

The appointment of accepted candidates shall be announced by decision of the competent authority of the Republic of Dahomey for a duration fixed in the contract of assignment and shall take effect from the date of arrival of the officials concerned in the territory of that Republic.

Any transfer of personnel covered by this Agreement contemplated by the Government of the Republic of Dahomey which would result in a change in the level or nature of the post to which he has been appointed by virtue of article 5 above shall be the subject of consultations between the two Governments.

*Article 7.* French personnel who, on the date of entry into force of this Agreement, are employed in the territory of the Republic of Dahomey and whose contracts have not yet expired shall be considered as having been made available to the Republic of Dahomey so that they may continue to exercise their functions.

*Article 8.* The period of assignment shall include the tour of duty and the corresponding leave entitlement. It shall be defined in the light of the arrangements provided for in the contract of assignment.

The tour of duty in Dahomey may be extended in the manner prescribed in the regulations applicable to the person concerned, unless the competent medical authorities advise otherwise, by a simple exchange of letters between the Contracting Parties at least one month before the expiry of the normal term.

Any extension for a period of more than four months shall require the consent of the officials concerned.

On the expiry of the tour of duty and the corresponding leave entitlement, personnel shall automatically revert to the jurisdiction of the French Republic.

*Article 9.* The Government of the Republic of Dahomey and the Government of the French Republic reserve the right to terminate an assignment or post at any time provided that they notify simultaneously the other Government and the person concerned, through the French representation, giving one month's notice from the date of such notification.

Where the assignment is terminated prematurely by decision of the Government of the Republic of Dahomey, all the expenses connected with the return

passage shall be borne by the Government of the Republic of Dahomey, except in the case of professional misconduct or unsuitability for duties.

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

If the personnel concerned return earlier than scheduled at their express request, all the expenses for the return passage shall not be borne by the Government of the Republic of Dahomey.

*Article 10.* The granting of administrative leave to personnel during their assignment shall not terminate such assignment.

If, however, the Government of the Republic of Dahomey does not intend to use the services of the officials concerned during the unexpired period of assignment following such leave, it shall notify them thereof at least one month before their departure on leave. A copy of the notification shall be addressed to the French representation.

Leave arrangements for the staff concerned shall be laid down by decision of the Government of the Republic of Dahomey and communicated to the French representation. The French representation shall take the administrative measures necessary to fulfil such arrangements. The transport costs shall be borne by the Government of the French Republic following the procedure set forth in article 18 below.

For certain posts, a list of which shall be drawn up by agreement between the two Governments and the occupants of which shall be designated by name by an exchange of letters, the Government of the Republic of Dahomey shall be free to arrange leave in accordance with the interests of the service, provided the statutory rights of the officials concerned in the matter are respected.

In that event, the provisions of the first three paragraphs of article 18 below shall apply only in respect of the travel of technical co-operation personnel at the time of and following the actual tour of duty specified in their statutes.

Evacuation of technical co-operation personnel for health reasons, convalescent leave and extended leave granted outside the territory of the Republic of Dahomey to the personnel concerned shall terminate the assignment. The same shall apply in the case of sick leave involving repatriation.

*Article 11.* In the event of termination of service, for whatever reason, the Government of the French Republic shall make the necessary arrangements, at the request of the Government of the Republic of Dahomey, to provide replacements for the outgoing personnel.

*Article 12.* Technical co-operation personnel made available to the Government of the Republic of Dahomey under this Agreement shall carry out their duties under the authority of that Government and shall be obliged to comply with its regulations and instructions.

They shall be bound by the obligation to exercise professional discretion in all matters relating to facts or information of which they have knowledge in the performance of their duties.

They shall refrain from any act which may be detrimental to either the Government of the Republic of Dahomey or the Government of the French Republic.

The two Governments for their part undertake not to require of personnel covered by this Agreement any act or manifestation which is unrelated to their duties.

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

*Article 13.* Technical co-operation personnel made available to the Republic of Dahomey may not engage in any gainful activity other than those authorized by their statute in so far as the provisions thereof are not incompatible with the legislation of the Republic of Dahomey. When the spouse of an official assigned to the Government of the Republic of Dahomey wishes to engage in any private gainful activity in the territory of that State, the official must make a prior request to that effect to the Government of the Republic of Dahomey, which shall take a decision once it has received notification of approval from the Government of the French Republic.

*Article 14.* The Government of the Republic of Dahomey shall, at the regular intervals established under the regulations of the French Republic, forward to the Government of the French Republic through the French representation reports on the performance of the personnel made available to it under this Agreement. These reports shall be included in the official files of the persons concerned.

The Government of the Republic of Dahomey shall notify the French representation of any assignment or transfer of the personnel covered by this Agreement.

*Article 15.* In the case of professional misconduct, officials made available to the Government of the Republic of Dahomey under this Agreement shall not incur any administrative penalty on the part of that Government other than their return, on stated grounds, to the French Government, accompanied, where necessary, by a report specifying the nature and circumstances of the imputed facts. The provisions of this subparagraph shall not preclude application by the Government of the French Republic of the disciplinary procedure provided for in the statutes to which the officials concerned are subject.

The Government of the Republic of Dahomey shall bear the cost of compensation for damage caused by officials made available to it by the Government of the French Republic in or during the performance of their duties.

At the request of the Government of the Republic of Dahomey, the Government of the French Republic shall bear the cost of compensation for damage caused by its officials where such damage is the result of personal misconduct. It shall then be for the Government of the French Republic to take any action that might be necessary to obtain appropriate reimbursement from such officials.

When guilty of crimes or offences, they shall be judged by the courts which are competent in the case of Dahomean nationals. Nevertheless, for the purposes of executing sentences, they shall be subject to the provisions of chapter XI of the Agreement concerning co-operation in the field of justice.<sup>1</sup>

*Article 16.* The Government of the Republic of Dahomey undertakes to ensure that the formalities connected with the entry, exit and residence of

<sup>1</sup> United Nations, *Treaty Series*, vol. 1088, No. 1-16679.

officials made available to it for service in its territory, and of their families, shall be free of charge.

*Article 17.* The Government of the French Republic shall bear the cost of the statutory remuneration of the officials it makes available to the Government of the Republic of Dahomey. The Government of the Republic of Dahomey shall participate by making a contribution the amount and method of payment of which shall be determined by agreement between the two Governments.

The two Governments decide to unite their efforts and consider jointly the problems of staff housing and furniture. To this end, the Government of the French Republic shall investigate ways of rendering assistance to the Government of the Republic of Dahomey.

*Article 18.* The Government of the French Republic shall likewise, subject to the provisions of articles 9 and 10 above, bear the cost of:

- transport of the personnel made available to the Government of Dahomey and their families from their place of residence to the point of entry into the Republic of Dahomey and, at the time of repatriation, from the point of departure from the Republic of Dahomey to the appropriate point fixed by the regulations in force in the French Republic;
- the travel allowances payable for the above journeys, subject to the same reservations;
- the medical care and treatment of such personnel and their families;
- the family allowances to which the officials made available to the Government of the Republic of Dahomey are entitled under French regulations;
- the contribution necessary to maintain the pension rights of the personnel concerned in accordance with the rates in force under the regulations of the French Republic.

*Article 19.* The Government of the Republic of Dahomey shall bear the costs of special remuneration and specific allowances attaching to the posts held or functions exercised, allowances for overtime or leave, and expenses and allowances relating to any travel or missions undertaken in or outside Dahomey pursuant to a decision of the Government of the Republic of Dahomey, as provided for in the Dahomean regulations.

*Article 20.* The system of taxation applicable to the personnel made available to the Government of the Republic of Dahomey shall be that prescribed by the ordinary law.

However, provisions agreed upon by the two Governments and set out in a protocol annexed to this Agreement shall determine for the purposes of the progressive tax on salaries and wages:

- the gross base;
- the date for submission of the annual declaration of income;
- the rate of abatement applicable to the gross base.

*Article 21.* Irrespective of their place of residence, the personnel covered by this Agreement shall pay the civic tax at the rate applicable to citizens residing at Cotonou.

*Article 22.* The personnel covered by this Agreement shall be authorized for a period of six months from the date of their initial arrival or further assignment to the Government of the Republic of Dahomey:

- to import their personal goods and effects free of all duties and taxes except for those levied in the provision of services;
- to import or to purchase locally one vehicle per official free of all duties and taxes except for those levied in the provision of services. This vehicle, which shall be covered by the regulations for temporary entry, may be replaced subject to the same conditions, every two years, after payment of the relevant customs duties.

*Article 23.* This Agreement shall apply to co-operation personnel who, on the date of its entry into force, are on duty in Dahomey.

Certain provisions of this Agreement may be applied by agreement between the parties to bodies constituted under French law which make a contribution to the economic, technical, social and cultural development of the Republic of Dahomey.

*Article 24.* The terms and conditions for the implementation of this Agreement shall be established, as and when necessary, by special agreements between the two Governments or their duly authorized representatives.

Protocols may be concluded to cover officials in certain services or groups of services in consideration of their special status or the special functions which they may be called upon to assume in the Republic of Dahomey.

The French representation shall be informed of all documents concerning this Agreement addressed to the Government of the French Republic by the Government of the Republic of Dahomey.

*Article 25.* This Agreement supersedes and abrogates the General Agreement on technical co-operation in personnel matters of 24 April 1961.<sup>1</sup> It is concluded for a period of two years and may be renewed by tacit agreement. Notification of termination shall be given through the diplomatic channel at least six months in advance.

This Agreement shall enter into force on the first day of the second month following the exchange of instruments of approval, which shall take place at Paris as soon as possible.

DONE at Cotonou on 27 February 1975.

For the Government of the French Republic:

[Signed]

PIERRE ABELIN  
Minister for Co-operation

For the Government of the Republic of Dahomey:

[Signed]

MICHEL ALLADAYE  
Minister for Foreign Affairs  
and Co-operation

<sup>1</sup> United Nations, *Treaty Series*, vol. 811, p. 227.

## ADDITIONAL PROTOCOL CONCERNING THE PROVISION OF EDUCATIONAL PERSONNEL

The Government of the French Republic, on the one hand,  
The Government of the Republic of Dahomey, on the other,  
Have agreed as follows:

*Article 1.* The Government of the Republic of Dahomey shall transmit to the Government of the French Republic, no later than one month before the meeting of the main commission provided for in article 3 of the General Agreement,<sup>1</sup> the list of teaching posts for which replacements are required or which it wishes to fill or create with French technical assistance, in accordance with a multi-year programme established in advance.

This programme shall be considered within the main commission.

The list including the description of posts that are vacant or are likely to become vacant as a result of the transfer of their holders or their return to their former employment shall be confirmed by the Government of the Republic of Dahomey and transmitted to the Government of the French Republic each year before 1 February, in view of the measures to be taken for the start of the school and university years.

*Article 2.* The educational personnel made available to Dahomey shall be appointed by the Government of the Republic of Dahomey for a period of two school or university years renewable by tacit agreement in accordance with the provisions of the record of agreement. The letter of appointment shall indicate the nature of the post and the place of assignment, which may be changed only with the agreement of the Parties concerned.

*Article 3.* Personnel made available to the Government of the Republic of Dahomey shall have the same terms of employment and the same professional guarantees and privileges traditionally accorded by the French Republic to members of the teaching profession.

*Article 4.* The conditions of service and length of the work week required of teaching personnel made available by the Government of the French Republic to the Government of the Republic of Dahomey shall be those in force under the Dahomean regulations governing the grade to which such personnel belong or are considered by analogy to belong.

The Government of the French Republic shall be informed by the Government of the Republic of Dahomey of any change in these regulations, which may not be applied to personnel during the term of their contract without their consent.

*Article 5.* Pedagogical supervision of French teaching personnel shall be carried out by general inspectors of public education on missions organized by agreement between the two Governments and by the secondary school inspector and the members of the corps of inspectors made available to the Government of the Republic of Dahomey.

The expenses involved in general inspection missions shall be borne by the Government of the French Republic.

<sup>1</sup> United Nations, *Treaty Series*, vol. 1088, No. I-16675.



*Article 6.* The Government of the Republic of Dahomey may request that the inspection referred to in the first paragraph of article 5 should cover personnel other than those mentioned in that paragraph.

*Article 7.* Administrative reports on the performance of French personnel shall be made by French or Dahomean officials from the appropriate branch of the teaching profession and by the Minister of National Education of the Republic of Dahomey.

*Article 8.* The French teaching and administrative personnel made available to the Government of the Republic of Dahomey shall be entitled to the school and university holidays established by the relevant Dahomean regulations. Entitlement to "long vacation" leave may not, however, be less than 75 consecutive days for officials performing teaching duties or 60 consecutive days for officials performing administrative duties.

DONE at Cotonou on 27 February 1975.

For the Government of the French Republic:

[Signed]

PIERRE ABELIN  
Minister for Co-operation

For the Government of the Republic of Dahomey:

[Signed]

MICHEL ALLADAYE  
Minister for Foreign Affairs  
and Co-operation

PROTOCOL IMPLEMENTING ARTICLE 17 OF THE AGREEMENT ON  
TECHNICAL CO-OPERATION IN PERSONNEL MATTERS BETWEEN  
THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE  
GOVERNMENT OF THE REPUBLIC OF DAHOMEY

The Government of the French Republic, on the one hand,  
The Government of the Republic of Dahomey, on the other hand,  
Have agreed as follows:

*Article 1.* Pursuant to the provisions of article 17 of the Agreement on technical co-operation in personnel matters between the Government of the French Republic and the Government of the Republic of Dahomey, the Government of the Republic of Dahomey undertakes to pay from the date of entry into force of the Agreement on technical co-operation in personnel matters between the Government of the French Republic and the Government of the Republic of Dahomey, as a contribution towards the overall costs referred to in paragraph 1 of article 17, for each official during the entire period of secondment, including the length of statutory administrative leave following the completed tour of duty, a monthly lump sum of fifteen thousand (15,000) CFA francs equivalent to

three hundred (300) French francs. The amount of this payment may be revised by mutual agreement at the request of either Government.

*Article 2.* In the case of personnel made available to certain semi-public industrial and commercial bodies with budgetary autonomy, a special contribution may be provided for, the amount of which shall be determined by exchange of letters.

*Article 3.* A revenue order, drawn up on the basis of the staffing level on 1 January and including personnel on duty or on statutory leave shall be issued by the Government of the French Republic and shall cover the period from 1 January to 30 November.

The amount of this revenue order shall be paid by the Government of the Republic of Dahomey before 1 December.

The revenue order for the month of December shall be a corrective order to take into account actual staffing levels between 1 January and 30 November.

The revenue order for the month of December shall be settled before 31 March of the following year.

*Article 4.* This Protocol shall enter into force on the same date as the Agreement on technical co-operation in personnel matters between the Government of the French Republic and the Government of the Republic of Dahomey.

DONE at Cotonou on 27 February 1975.

For the Government of the French Republic:

[Signed]

PIERRE ABELIN  
Minister for Co-operation

For the Government of the Republic of Dahomey:

[Signed]

MICHEL ALLADAYE  
Minister for Foreign Affairs  
and Co-operation

## PROTOCOL ON THE FINANCING OF A HOUSING CONSTRUCTION PROGRAMME

The Government of the French Republic, on the one hand,  
The Government of the Republic of Dahomey, on the other hand,  
Have agreed as follows:

*Article 1.* At the request of the Government of the Republic of Dahomey and in order to help it provide, in accordance with the Agreement on technical co-operation in personnel matters of 27 February 1975, housing and furniture to the French technical assistance personnel made available to it, the Government of the French Republic shall agree to participate financially in the implementation of a housing construction programme.

*Article 2.* The Government of the Republic of Dahomey, which shall own the housing thus constructed, shall undertake, in allocating such housing, to give priority to French technical assistance personnel made available to it. It shall also undertake to maintain the said housing.

*Article 3.* A subsidy in the amount of five million nine hundred twenty thousand French francs shall be granted to the Government of the Republic of Dahomey by the Government of the French Republic with a view to the implementation of this programme, which will be carried out in two successive stages.

The subsidy from the French Republic shall be paid in two instalments, each of two million nine hundred sixty thousand francs, in accordance with arrangements to be determined by a special convention as soon as the Government of the Republic of Dahomey has taken the measures necessary for carrying out the programme.

The Government of the Republic of Dahomey shall undertake to provide the land on which such housing shall be constructed.

*Article 4.* For the purpose of supplementing the subsidy provided for in article 3, the Government of the French Republic shall undertake to help the Government of the Republic of Dahomey to obtain a loan from the Central Fund for Economic Co-operation.

DONE at Cotonou on 27 February 1975.

For the Government of the French Republic:

[Signed]

PIERRE ABELIN  
Minister for Co-operation

For the Government of the Republic of Dahomey:

[Signed]

MICHEL ALLADAYE  
Minister for Foreign Affairs  
and Co-operation

# PROTOCOL CONCERNING CERTAIN EXTRABUDGETARY MILITARY SUPERVISORY STAFF MADE AVAILABLE TO THE REPUBLIC OF DAHOMEY

The Government of the French Republic, on the one hand,  
The Government of the Republic of Dahomey, on the other hand,  
Have agreed as follows:

*Article 1.* The purpose of this Protocol is to lay down the special measures applicable to military personnel other than those covered by the Agreement on military technical co-operation.<sup>1</sup>

<sup>1</sup> United Nations, *Treaty Series*, vol. 1088, No. I-16676.

The provisions of the Agreement on technical co-operation in personnel matters shall be applicable to such personnel in so far as they are not waived by this Protocol.

*Article 2.* Military personnel shall be made available to the Government of the Republic of Dahomey to serve in posts under its authority for the normal period of the tour of duty plus embarkation leave, annual leave and outward and return travel time, making, as a general rule, a total of two years.

The secondment may be renewed in so far as the possibilities of relief allow.

*Article 3.* Military personnel serving under the authority of the Government of the Republic of Dahomey shall retain the rights and continue to be subject to the obligations prescribed in their statutes, as defined by the legislation and regulations in force in the French Republic, with regard to such matters as promotion, reports, discipline, the wearing of uniform, the right to treatment and hospital care by the army medical services, deductions for retirement benefits and pension rights.

In these various areas, such personnel shall come under the Embassy of France.

*Article 4.* Appointment under the Agreement on technical co-operation in personnel matters must take into account the statutory rules relating to military ranks, so that military personnel may not have under their command a soldier of a higher grade or a soldier senior to them in the same grade.

*Article 5.* Personnel belonging to the armed forces medical service made available to the Government of the Republic of Dahomey shall remain subject to inspection by the general officers of the armed forces medical service in matters concerning the obligations connected with their status as officers.

The conditions under which such inspections are carried out shall be determined by agreement between the two Governments.

*Article 6.* For the purposes of applying in respect of military medical service personnel article 15 of the Agreement on technical assistance in personnel matters, the two Governments undertake to respect the provisions of the French and Dahomean codes of medical ethics.

DONE at Cotonou, on 27 February 1975.

For the Government of the French Republic:

[Signed]

PIERRE ABELIN  
Minister for Co-operation

For the Government of the Republic of Dahomey:

[Signed]

MICHEL ALLADAYE  
Minister for Foreign Affairs  
and Co-operation

## ADDITIONAL PROTOCOL CONCERNING THE TAX RULES APPLICABLE TO FRENCH CO-OPERATION PERSONNEL IN DAHOMEY

The Government of the French Republic, on the one hand,

The Government of the Republic of Dahomey, on the other hand,

Have agreed as follows:

*Article 1.* French technical assistance personnel shall be liable in Dahomey to the payment of the progressive tax on salaries and wages, in accordance with Dahomean law.

*Article 2.* The taxable gross amount earned by each official during the calendar year shall be reported to the Dahomean Government by the French Government before 1 March of the following year. The personnel concerned shall have one month from that date to submit their declaration of income to the Dahomean tax authorities.

*Article 3.* After the exclusion of any supplement, increase or grant based on family considerations and mandatory withholdings or payments required of the individual concerned in respect of retirement or social security benefits, this taxable gross amount shall consist of:

- (a) the gross base remuneration specified in the contract paid to the individual concerned for the period of his actual stay in Dahomey, plus any increase as a result of indexation;
- (b) salary in respect of holidays plus the resident's allowance;
- (c) a 35 per cent deduction shall be made from the sum of (a) and (b) above.

*Article 4.* For personnel whose remuneration is not determined by contract, the taxable gross amount in respect of the period of actual stay shall be determined by analogy with the provisions of subparagraph (a) above by multiplying the total remuneration received, less all family benefits, by the ratio existing, for personnel whose remuneration is determined by contract, between the gross base remuneration plus any increase as a result of indexation, as the numerator, and the total amount received less family benefits, as the denominator.

*Article 5.* Housing provided free of charge by the Dahomean Government shall not be considered a taxable benefit in kind.

DONE at Cotonou, on 27 February 1975.

For the Government of the French Republic:

[Signed]

PIERRE ABELIN  
Minister of Co-operation

For the Government of the Republic of Dahomey:

[Signed]

MICHEL ALLADAYE  
Minister for Foreign Affairs  
and Co-operation