

**No. 16676**

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**FRANCE  
and  
BENIN**

**Agreement on military technical co-operation (with exchange of letters). 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 militaire technique (avec échange de lettres). 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 MILITARY TECHNICAL CO-OPERATION  
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:

TITLE I. FRENCH MILITARY PERSONNEL

*Article I.* At the request of the Government of the Republic of Dahomey the Government of the French Republic shall provide French military personnel to advise on the instruction of cadres of the armed forces of Dahomey.

*Article II.* The Government of the Republic of Dahomey shall draw up each year and transmit to the Government of the French Republic the list of posts to be filled, the description of the duties, the qualifications required and the duty stations of the personnel to be provided.

The Government of the French Republic shall inform the Government of the Republic of Dahomey of the posts which it is in a position to fill.

*Article III.* The French military personnel shall be appointed by the French Government, after approval by the Government of the Republic of Dahomey, for a fixed term in accordance with the French regulations on residence abroad; the period may be extended or curtailed by agreement between the Governments.

Any change of duty station or place of residence during the tour of duty shall be determined after consultation between the competent authorities of the Republic of Dahomey and the diplomatic representation of France in Dahomey.

Either the French or the Dahomean Government may take the initiative of recalling a military technical assistant during the tour of duty.

*Article IV.* French military personnel shall serve at the rank in the hierarchy of the Dahomean armed forces corresponding to their customary rank in the French armed forces; they shall wear Dahomean uniform.

Having been seconded for service with the Government of the Republic of Dahomey, they shall service in accordance with the traditional rules of their branch or service.

They shall be required to comply with the regulations and directives in effect in the Dahomean armed forces. In the case of insubordination or professional misconduct, they shall not be subject to any disciplinary action by the Government of the Republic of Dahomey other than reassignment to French service, together with a statement of the reasons for the action and, where appropriate, a report describing the nature and circumstances of the offence with which they are charged. The provi-

<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 XVII.

sions of this paragraph shall not prevent the application by the Government of the French Republic of the disciplinary measures laid down in the regulations governing the persons concerned. The Government of the French Republic shall be required to inform the Dahomean authorities of the action taken in response to these procedures.

They shall not in any case or under any circumstances be associated with the preparation or execution of operations of war, or with the maintenance or restoration of law and order, or take part in such operations in any form whatever.

*Article V.* French military personnel shall retain their status under French regulations and shall be subject, in this respect, to the authority of the French military attaché at the French Embassy in Dahomey.

All Dahomean command decisions concerning them shall be brought to the attention of the French Embassy in Dahomey.

Similarly, any action concerning them taken by the French military authorities shall be brought to the attention of the Dahomean authority.

The consideration of problems relating to the situation of French military personnel as regards status may be dealt with through missions dispatched by the French authorities. The conditions under which such missions shall operate shall be determined by agreement between the two Governments.

*Article VI.* The Government of the Republic of Dahomey shall extend to the French military personnel the assistance and protection accorded to the personnel of its own armed forces.

The Government of the Republic of Dahomey shall assume liability for repairing any damage caused by the French military personnel in the course of their duties.

At the request of the Government of the Republic of Dahomey the Government of the French Republic shall assume liability for repairing any damage resulting from individual misconduct.

*Article VII.* In the case of an offence under Dahomean law committed by French military personnel while on duty, the persons guilty of the offence shall be handed over immediately to the French Embassy in Dahomey, which shall arrange for their repatriation to France.

Any soldier acting in the normal exercise of his duties or performing a mission on behalf of the superior authority to which he is subordinate shall be considered as being on duty within the meaning of this Agreement.

In the case of an offence under Dahomean law punishable by imprisonment or by a more severe penalty committed by French military personnel while not on duty, and where the circumstances so warrant, the persons guilty of the offence shall be required to reside in a location provisionally designated by the Minister of National Defence. The definitive location shall be determined by agreement between the two Governments.

Such forced residence may not exceed six days.

On the expiry of this period, the persons concerned shall be handed over to the French Embassy in Dahomey which shall arrange for their repatriation to France.

The dossier of the case shall be transmitted through the diplomatic channel to the French authorities, which shall submit it to the appropriate jurisdictions for purposes of prosecution.

The Government of the French Republic shall inform the Government of the Republic of Dahomey of the action taken in the case.

These provisions shall apply to dependent members of the soldier's family living with him.

The repatriation of a member of a French military assistant's family shall result in his own repatriation.

*Article VIII.* The personnel covered by this Agreement shall be authorized, for a period of six months starting from the date of their first arrival or of their secondment to the Government of the Republic of Dahomey,

- To import their personal property and effects free of any taxes and duties, save for service charges;
- To import or to purchase in Dahomey one vehicle per person, free of any taxes or duties, save for service charges. 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 IX.* French military personnel shall be subject to the tax regulations laid down in article XX and XXI of the Technical Co-operation Agreement concerning personnel.<sup>1</sup>

*Article X.* The Government of the French Republic shall assume responsibility for the acquired rights of French military personnel—pay and allowances, miscellaneous benefits—and the cost of round-trip travel between France and Cotonou.

The arrangements regarding housing and furniture for such personnel shall be those stipulated in article XVII of the Technical Co-operation Agreement concerning personnel.

## TITLE II. TRAINING IN FRANCE OF CADRES OF THE ARMED FORCES OF DAHOMEY

*Article XI.* The Government of the French Republic shall, to the best of its ability and at the request of the Government of the Republic of Dahomey, provide training and advanced training for the cadres of the armed forces of Dahomey.

Nationals of Dahomey shall be admitted to the French *grandes écoles* and military establishments, either by competitive examination under the same conditions as French nationals, or under a special quota, fixed each year, for which those conditions are modified.

*Article XII.* The Government of the French Republic shall pay the travel costs and fees of pupils and trainees admitted to the French *grandes écoles* and military establishments.

The Government of the Republic of Dahomey shall be responsible for the pay and subsistence allowances and a lump sum for the maintenance of its trainees.

*Article XIII.* All the provisions of article VII, title I, of this Agreement shall apply, *mutatis mutandis*, to members of the Dahomean armed forces being trained in French schools and military establishments.

<sup>1</sup> United Nations, *Treaty Series*, vol. 1089, No. I-16685.

## TITLE III. PROVISION OF MILITARY EQUIPMENT AND SUPPLIES

*Article XIV.* The Government of the Republic of Dahomey may request the Government of the French Republic to provide military equipment and supplies free of charge or against payment.

*Article XV.* The equipment and supplies to be provided free of charge by the Government of the French Republic to the Government of the Republic of Dahomey shall be indicated by the latter.

*Article XVI.* In all matters regarding military technical co-operation, personnel, training, and provision of equipment, the French Embassy in Dahomey shall be the normal channel for communication with the Dahomean Government.

*Article XVII.* This Agreement replaces and abrogates the Agreement on technical military assistance of 24 April 1961<sup>1</sup> and the Agreement on Defence of 24 April 1961. It is concluded for a term of two years, renewable by tacit agreement. Notice 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

## EXCHANGE OF LETTERS

## I

Cotonou, 27 February 1975

Sir,

During the talks on the review of the co-operation agreements between our two countries, it was agreed that the Republic of Dahomey may authorize the French armed forces to use its port and airfield installations for the transit of French personnel, equipment and supplies.

<sup>1</sup> United Nations, *Treaty Series*, vol. 811, p. 185.

Such authorization, which, save in the case of explicit waiver by the Government of Dahomey, may not apply to aircraft and apparatus carrying weapons or photographic equipment, must be the subject of case-by-case requests by the French Government to the Government of the Republic of Dahomey, furnishing the following information:

- Nationality, mission, type of aircraft, call number, departure and intermediate airfields, airfield of destination, dates and times of arrival and, where appropriate, of departure, validity, approximate number of persons on board, and any other relevant details.

The Government of Dahomey shall undertake to provide services to facilitate the above operations.

The French Republic shall accord the same facilities to the armed forces of Dahomey.

I have the honour to request you kindly to confirm the agreement of the Government of Dahomey to the foregoing.

Accept, Sir, etc.

[Signed]

PIERRE ABELIN  
Minister for Co-operation  
of the French Republic

Mr. Michel Alladaye  
Minister for Foreign Affairs and Co-operation  
of the Republic of Dahomey

## II

Cotonou, 27 February 1975

Sir,

You sent me today a letter reading as follows:

[See letter I]

I have the honour to confirm the agreement of the Government of the Republic of Dahomey to the terms of that letter.

Accept, Sir, etc.

[Signed]

MICHEL ALLADAYE  
Minister for Foreign Affairs  
and Co-operation  
of the Republic of Dahomey

Mr. Pierre Abelin  
Minister for Co-operation  
of the French Republic