

No. 16758

FRANCE
and
CHAD

**Agreement on technical military co-operation. Signed at
N'Djamena on 6 March 1976**

**Annex to the above-mentioned Agreement concerning the
operation of the N'Djamena Military Hospital. Signed
at N'Djamena on 19 June 1976**

Authentic texts: French.

Registered by France on 15 June 1978.

FRANCE
et
TCHAD

**Accord de coopération militaire technique. Signé à
N'Djamena le 6 mars 1976**

**Annexe à l'Accord susmentionné relative au fonctionnement
de l'hôpital militaire de N'Djamena. Signé à N'Djamena
le 19 juin 1976**

Textes authentiques : français.

Enregistrés par la France le 15 juin 1978.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH
REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF
CHAD ON TECHNICAL MILITARY CO-OPERATION

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

TITLE I. FRENCH MILITARY PERSONNEL

Article 1. At the request of the Government of the Republic of Chad, the Government of the French Republic shall, to the best of its ability, make available the French military personnel it needs for the organization and training of the Chad armed forces. Such personnel shall be seconded for service with the High Command of the Chad armed forces.

Article 2. Each year the Government of the Republic of Chad shall draw up and transmit to the Government of the French Republic a list of the posts to be filled, a description of functions, the qualifications required and the places of assignment planned for the personnel to be seconded subject to the provisions of article 3 below.

The Government of the French Republic shall indicate to the Government of the Republic of Chad within a maximum period of four months which posts it is in a position to fill.

Article 3. The French personnel shall be appointed by the French Government subject to the agreement of the Government of the Republic of Chad for a fixed period in accordance with French regulations governing service abroad; the period may be extended or reduced by agreement between the two Governments.

Any change in duty station or place of residence during the tour of duty shall be decided upon after consultation between the competent authorities of the French Republic and the Republic of Chad.

Article 4. French military personnel shall serve in the Chad armed forces with their own rank. They shall wear either the uniform of Chad or civilian clothes, in accordance with the instructions of the military authority of Chad.

They shall be required to comply with the regulations in force in the Chad armed forces, subject to the provisions of the first paragraph of article 5 below.

In no circumstances may they participate directly in the conduct of military operations, or in the maintenance or restoration of law and order.

Article 5. French military personnel shall retain their status under French regulations.

¹ Came into force on 1 March 1978, i.e., the first day of the second month following the exchange of the instruments of approval (effected on 27 January 1978), in accordance with article 21.

In that capacity, they shall be assigned to a unit known as the "Military Cooperation Bureau" responsible to the Embassy of France and under the authority of the senior highest-ranking French officer seconded to the Republic of Chad.

Performance evaluations by the Chad authorities of the personnel concerned shall be sent to the French Government. In the event of breaches of discipline or professional misconduct, such personnel may not incur any penalty on the part of the Government of Chad other than their return, on stated grounds, to the French Government, accompanied, where necessary, by a request for the application of penalties. The provisions of this paragraph shall not prevent the French authorities from instituting the disciplinary proceedings provided for in the statutes governing the personnel concerned. The French Government shall be required to inform the Chad authorities of the action taken in pursuance of such proceedings.

All decisions by the Chad Command concerning such personnel shall be notified to the Embassy of France in the Republic of Chad, and all arrangements made concerning them by the French authorities shall be brought to the notice of the Chad authorities.

Missions may be undertaken by the French authorities to study problems involving the personal situation of French military personnel in relation to their statutes. The conditions under which such missions are carried out shall be established by agreement between the two Governments.

Article 6. In the performance of their duties French military personnel made available to the Government of the Republic of Chad shall receive from that Government the assistance and protection accorded by it to the personnel of its own armed forces.

Article 7. The Government of the Republic of Chad shall be liable for compensation for damage caused by French military personnel in the performance of their duties or in connection with their duties. In the event of judicial proceedings instituted in connection with such damage, the Government of the Republic of Chad shall take the place in court of the French military personnel implicated in the proceedings.

In the case of damage resulting from personal fault the Government of the Republic of Chad may seek compensation from the Government of the French Republic.

Article 8. French military personnel made available to the Republic of Chad shall remain under French jurisdiction in respect of any offence committed while on duty or in connection with their duties and shall come under the jurisdiction of Chad in respect of any offence committed while off duty.

Persons committing an offence while on duty or in connection with their duties shall be handed over immediately to the Embassy of France for repatriation to appear before the competent French courts. The French Government shall be required to inform the Government of the Republic of Chad of the judicial proceeding instituted in such cases.

In the case of offences committed by personnel off duty, the Republic of Chad agrees, if the French authorities so request:

- That the persons committing such offences shall, if the circumstances so require, be placed under house arrest at a place in the territory of Chad determined by

agreement between the authorities of Chad and the French authorities with a view to ensuring their appearance before the competent court of Chad;

- That any penalties imposed by the courts of Chad shall be served in French penal institutions.

Any commutations, reductions, pardons, conditional releases and other procedures connected with the administration of penalties shall be determined in accordance with French legislation, on the advice of the prosecution officers attached to the court in Chad which pronounced sentence. The French Government shall notify such decisions to the prosecution officers attached to the court in Chad which pronounced sentence.

The provisions relating to offences committed by French military personnel off duty shall be applicable to family members residing with such personnel in Chad.

The repatriation of a family member shall entail repatriation of the member of the French technical military co-operation staff concerned.

Article 9. The Government of the French Republic shall be responsible for payment of all sums to which French military personnel are entitled—pay and accessory remuneration, miscellaneous allowances—and the cost of transportation from France to N'Djamena and back.

Article 10. The Government of the Republic of Chad shall provide free of charge for French technical military co-operation personnel housing with such furnishings and fixtures, as they need for themselves and for their families. Such housing shall be commensurate with their rank.

French technical military co-operation personnel and their families, on the one hand, and military personnel of Chad and their families, on the other, shall enjoy the joint use of establishments (messes, associations, clubs, etc.), subject to compliance with the rules and regulations of such establishments.

The Government of the Republic of Chad shall, to the best of its ability, provide the medical and hospital care needed by French technical military co-operation personnel and their families.

Article 11. The personnel covered by this Agreement may import personal effects and articles free of customs duties and charges, with the exception of vehicles for private use, provided that such effects and articles are in use at the time and are imported within six months after their arrival in Chad. They may re-export them under the same duty-free conditions upon their final departure.

They shall be entitled to freely transfer to France the amount saved out of their remuneration and allowances pertaining to their employment and, upon final repatriation, the sums realized after payment of customs duties from the sale in the Republic of Chad of their vehicles, chattels and personal effects.

Article 12. The tax rules applicable to technical military co-operation personnel shall be those stipulated in article 17 of the Convention concerning the provision of personnel by the French Republic to assist in the operation of public services in the Republic of Chad,¹ and in the Additional Protocol concerning tax rules applicable to French co-operation personnel in Chad,¹ except for article 2 thereof which shall be replaced by the following provisions:

¹ See p. 80 of this volume.

After the exclusion of any supplement, increase or grant of a family nature, and the deduction of mandatory withholdings or payments required of the individual concerned in respect of retirement or social security benefits, the taxable gross amount, shall consist of the remuneration paid to the individual concerned for the period in which he is present in Chad.

TITLE II. TRAINING IN FRANCE OF PERSONNEL OF THE CHAD ARMED FORCES

Article 13. The Government of the French Republic shall, as far as possible and upon the request of the Government of the Republic of Chad, provide basic and advanced training for personnel of the Chad armed forces.

Chad nationals shall be admitted to French military schools and institutions either by competitive examination on the same terms as French nationals or on modified terms under a special quota set each year.

Furthermore, certain exceptional requirements may be dealt with in special conventions which shall be considered on a case-by-case basis.

Article 14. The Government of the French Republic shall defray the cost of travel and training for Chad nationals admitted to French military schools and institutions.

The Government of the Republic of Chad shall defray the costs of pay and living expenses for its trainees.

The provisions of article 10, paragraph 3, of this Agreement shall apply to trainees from Chad and their families in France.

Article 15. The trainees from Chad in France shall be subject to provisions similar to those laid down in articles 7 and 8 applicable to French technical military co-operation personnel serving in Chad.

TITLE III. PROVISION OF MILITARY “MATÉRIEL” AND EQUIPMENT

Article 16. The Government of the Republic of Chad may apply to the Government of the French Republic for the provisions and maintenance, against payments or free of charge, of military *matériel* and equipment.

The Government of the Republic of Chad may request assistance from the French Republic in providing logistical support for the Chad armed forces under terms to be laid down in a special convention.

TITLE IV. TRANSIT AND STOPOVER FACILITIES GRANTED BY THE REPUBLIC OF CHAD TO THE FRENCH REPUBLIC

Article 17. The Government of the Republic of Chad shall authorize transit through its air space, with or without stopovers, of personnel and *matériel* of the French armed forces carried by civil or military aircraft.

Such authorization shall be granted at the request of the French Government, which shall specify, *inter alia*, the point of departure, the destination, the mission, the nature of the cargo and any stopover requested.

Article 18. Flights over Chad air space by French military aircraft and stopovers by such aircraft shall be subject to prior authorization; standing authorizations valid for a period of six months shall be required for regular air connections.

Article 19. The Government of the Republic of Chad shall provide all possible assistance through its services to facilitate stopover and replenishment operations in its territory for aircraft of the French armed forces.

If need be, it shall authorize the dispatch of a repair crew.

TITLE V. MISCELLANEOUS PROVISIONS

Article 20. In matters concerning technical military co-operation (including personnel, training, provision of *matériel* and equipment and transit and stopover facilities), the Embassy of France in the Republic of Chad shall be responsible for liaison with the Government of the Republic of Chad.

Article 21. In relations between the two Contracting Parties, this Agreement shall replace and abrogate the Defence Agreement signed on 15 August 1960¹ and its annexes and the Agreement concerning technical military assistance signed on 19 May 1964.² All provisions contrary to the present Agreement shall be superseded.

It is concluded for a two-year period to be renewed automatically unless the Agreement is denounced by one of the Contracting Parties. Notice of denunciation 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 the instruments of approval, which shall take place as soon as possible.

Either Contracting Party may at any time request the amendment of one or more provisions of this Agreement and the initiation of negotiations for that purpose.

DONE at N'Djamena on 6 March 1976, in duplicate, in the French language.

For the Government of the French Republic:

[Signed]

JACQUES CHIRAC
Prime Minister

For the Government of the Republic of Chad:

[Signed]

General FELIX MALLOUM NGAKOUTOU BEY-NDI
President of the Supreme Military Council
Head of State

¹ United Nations, *Treaty Series*, vol. 821, p. 299.

² *Ibid.*, vol. 659, p. 53.

ANNEX¹ TO THE AGREEMENT ON TECHNICAL MILITARY CO-OPERATION CONCERNING THE OPERATION OF THE N'DJAMENA MILITARY HOSPITAL

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

Considering the ties of friendship and co-operation existing between the two States,

Considering the agreements on co-operation between the two States dated 6 March 1976,

Have agreed as follows:

Article 1. The Government of the Republic of Chad shall provide the premises needed to house this facility, ensure its operation and maintenance, provide as far as possible the necessary medical and paramedical personnel and ensure that it is supplied with drugs and medical equipment.

Article 2. The Government of the French Republic shall participate in the operation of the facility. It shall contribute to its supply of drugs and medical equipment and make available to the Republic of Chad personnel in the numbers and with the qualifications specified each year by the Government of the Republic of Chad.

Article 3. The French military personnel assigned to the hospital shall serve as French technical military co-operation personnel and shall be subject to the provisions of the Agreement on technical military co-operation of 6 March 1976.² The French civilian medical personnel assigned to this facility shall serve under the technical co-operation Agreement of 6 March 1976.

Article 4. The military hospital shall provide consultation, paraclinical examination and hospitalization services. Patients shall be admitted only on the recommendation of civilian or military public medical institutions providing primary consultation and hospitalization services, with the approval of the director of the Health Service of the Chad armed forces.

Article 5. The rules on eligibility for the services of this hospital shall be defined in a directive issued by the Minister of National Defence and Ex-Servicemen of the Republic of Chad.

Article 6. In order to reduce the costs of its activities, this Chad military institution shall be entitled to charge patients or their employers for the medical and hospitalization costs incurred by them.

Article 7. The Government of the Republic of Chad shall transmit to the Government of the French Republic the entire set of regulations governing the operation of this facility.

¹ Came into force on 27 January 1978, the date of the last of the notifications by which each Contracting Party informed the other of the completion of the required procedures, in accordance with article 9.

² See p. 183 of this volume.

Article 8. This annex is drawn up on the basis of the calendar year for an automatically renewable period of three years.

Article 9. Each Contracting Party shall inform the other of the completion of the procedures required for its entry into force which shall take effect on the date of notification.

N'Djamena, 19 June 1976.

For the Government of the French Republic:

[Signed]

LOUIS DALLIER
Ambassador of France to the Republic of Chad

For the Government of the Republic of Chad:

[Signed]

KAMOUGUE WADAL ABDELKADER
Minister for Foreign Affairs and Cooperation
