

No. 16759

**FRANCE
and
CHAD**

**Agreement establishing rules and conditions for assistance
by the French Republic in logistic support for the armed
forces of the Republic of Chad. Signed at N'Djamena
on 6 March 1976**

Authentic text: French.

Registered by France on 15 June 1978.

**FRANCE
et
TCHAD**

**Convention fixant les règles et conditions du concours de
la République française au soutien logistique des Forces
armées de la République du Tchad. Signée à
N'Djamena le 6 mars 1976**

Texte authentique : français.

Enregistrée 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 ESTABLISHING RULES AND CONDITIONS FOR ASSISTANCE BY THE FRENCH REPUBLIC IN LOGISTIC SUPPORT FOR THE ARMED FORCES OF THE REPUBLIC OF CHAD

The Government of the French Republic, on the one hand,
The Government of the Republic of Chad, on the other hand,
Within the framework of the general provisions of the Agreement on technical military co-operation,
Have agreed as follows:

Article I. SUBJECT OF THE AGREEMENT

At the request of the Government of the Republic of Chad, the French Republic shall assist in logistic support for the armed forces of the Republic of Chad on the following terms:

Article II. PRINCIPLE OF THE SUPPORT

The Republic of Chad shall be responsible for, and shall normally bear the financial burden of, logistic support for its units.

The French Republic shall assist in such support in return for payment or, in exceptional cases, free of charge, through transfers of materials and equipment.

Article III. PROCEDURES FOR THE SUPPORT

In general, transfers shall involve only materials and supplies necessary to the armed forces of the Republic of Chad.

The above-mentioned transfers shall not include materials which are supplied under special agreements.

Article IV. ESTIMATES OF NEEDS

Overall estimates of orders to be filled in France by the National Army for a given period shall be submitted in good time in the form of a general procurement requisition arranged by category of materials and following the customary nomenclature.

However, requisitions for munitions must be submitted one year prior to the proposed delivery date.

Special requisitions or orders arising from unforeseen requirements or requirements other than replenishments may be submitted separately from the annual general procurement requisition but shall, in so far as possible, be combined and submitted quarterly and honoured at the earliest possible date.

Requirements expressed in the form of a general procurement requisition, or exceptional requisitions shall be subject to a review of supply possibilities (delivery

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 VII.

dates and prices) by the French authorities, the results of which shall be communicated to the Chad authorities. In the light of such information, the Chad authorities shall, where appropriate, place a firm order for the transfers decided upon.

All such requisitions shall be addressed to the French Embassy in the Republic of Chad.

Article V. RECEPTION AND DELIVERY PROCEDURES

Before consignments are picked up by the delivery firms, their conformity with the order shall be established at the initiative of the Government of the Republic of Chad and by personnel designated by it.

Removal of the materials, equipment or objects to be delivered, and necessary packing and transport to the delivery point specified by the Government of the Republic of Chad shall be carried out by a forwarding agent approved by that Government and empowered by the Ministry of Co-operation to deal with the French delivery firms.

French military services shall not be involved in either the execution or the financial settlement of such operations.

The materials ordered shall be delivered either in a single consignment or at the intervals requested.

Article VI. FINANCIAL SETTLEMENT OF TRANSFERS

All transfers shall be made in return for payment. Transport costs shall be borne entirely by the Republic of Chad.

Transfers made under the annual general procurement requisition

A first provisional invoice shall be submitted by the Ministerial Delegation for Armaments to the Government of the Republic of Chad through the Ministry of Co-operation. The dates of delivery of the materials shall be specified in an annex.

On receipt of the invoice, the Government of the Republic of Chad shall make a down payment equivalent to 30 per cent of the amounts invoiced.

Two cases are then possible:

- (a) The materials are to be delivered from the supplies of the French armed forces; in this case, the forwarding agent shall be informed immediately that the materials are being held at his disposal;
- (b) The materials are to be manufactured; in this case, the order shall be transmitted immediately to the Department concerned, and the forwarding agent shall be notified in good time that the materials are available.

Once the final cost of the transfer has been established and delivery is complete, the balance outstanding shall be the subject of a second invoice transmitted to the Government of the Republic of Chad through the same channels as previously. That invoice shall be paid in the same manner as the first.

Special transfers

Transfers made in response to special requisitions shall be subject to the same rules as above. The prices of the transfer shall be the subject of an estimate submitted to the Government of the Republic of Chad for approval before any firm order is placed with the delivery firm. Extremely urgent special orders of the kind provided for in article IV above may, however, be delivered immediately.

Article VII. DURATION OF THE AGREEMENT

This Agreement replaces and rescinds the Agreement on logistic support of 6 February 1965. It is drawn up on the basis of the calendar year for a one-year period and shall be renewed automatically unless denounced by either Contracting Party. Notice of denunciation must 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 to that end.

DONE at N'Djamena on 6 March 1976, in two original copies, 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
