

**No. 18953**

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**FRANCE  
and  
GUINEA-BISSAU**

**Agreement on cultural, scientific, technical and economic  
co-operation. Signed at Paris on 12 April 1976**

*Authentic text: French.*

*Registered by France on 27 June 1980.*

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et  
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**Accord de coopération culturelle, scientifique, technique et  
économique. Signé à Paris le 12 avril 1976**

*Texte authentique : français.*

*Enregistré par la France le 27 juin 1980.*

## [TRANSLATION — TRADUCTION]

**AGREEMENT<sup>1</sup> ON CULTURAL, SCIENTIFIC, TECHNICAL AND ECONOMIC CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA-BISSAU**

The Government of the French Republic, on the one hand,  
The Government of the Republic of Guinea-Bissau, on the other hand,  
Desirous of strengthening their friendly relations and establishing on a basis of equality between the Contracting Parties the general framework for their co-operation in the cultural, scientific, technical and economic fields,  
Have agreed as follows:

*Article I.* The two Governments resolve to organize cultural, scientific, technical and economic co-operation between the two countries according to the following general principles, which may subsequently be expanded by supplementary arrangements.

*Article II.* At the request of the Government of the Republic of Guinea-Bissau, the Government of the French Republic may co-operate, either directly or through specialized French bodies (specifically the Fonds d'Aide et de Coopération and the Caisse Centrale de Coopération Economique), in the conduct of operations affecting the economic and social development of the Republic of Guinea-Bissau.

*Article III.* The two Governments shall seek the best means of promoting and developing the teaching of each other's language in their educational establishments.

*Article IV.* Each of the two Governments recognizes the importance of the training of teachers responsible for teaching in its territory the language of the other country, and shall co-operate with the other for that purpose, in particular by organizing courses and study visits, and through exchanges or visits of teachers, cultural figures and student groups.

*Article V.* Each of the two Governments shall encourage the operation, in its territory, of any cultural, scientific and technical institutions, such as research centres and educational establishments, which the other Party may set up with the consent of the competent national authority.

*Article VI.* The Government of the French Republic shall, at the request of the Government of the Republic of Guinea-Bissau, endeavour, as far as possible to ensure:

(a) The placing at the disposal of the Government of the Republic of Guinea-Bissau of teachers and experts who will be entrusted with teaching in higher and second-

<sup>1</sup> Came into force on 4 December 1979, the date of the last of the notifications (effected on 21 May 1976 and 4 December 1979) by which the Parties informed each other of the completion of the required constitutional formalities, in accordance with article XIV.

ary educational establishments, taking part in courses, giving technical advice on specific problems or organizing courses of training;

- (b) Assistance to the Government of the Republic of Guinea-Bissau for carrying out its programmes of scientific and technical research or of research in economic and social development, in particular by the collaboration of French establishments or organizations that specialize in those matters;
- (c) The granting of educational or technical co-operation scholarships. A special joint commission with equal representation shall meet each year in Bissau to select candidates for the cultural and technical scholarships granted by the Government of the French Republic;
- (d) The organizing in France or in the Republic of Guinea-Bissau of courses of study or professional training reserved for nationals of the Republic of Guinea-Bissau;
- (e) The sending of documentation or any other means of dissemination of cultural, scientific, technical and economic information;
- (f) The collaboration of organizations that specialize in studies relating to economic and social development.

*Article VII.* A joint commission, whose members shall be appointed in equal number by the two Governments respectively and to which experts may be co-opted, shall meet at least once a year alternately in Paris and in Bissau. This commission may meet whenever the two Governments deem it advisable. Its task shall be to establish general guidelines and arrangements for co-operation between the two countries, to examine all projects likely to strengthen such co-operation and to create the appropriate means. To that effect it shall formulate all necessary recommendations of a specific nature. It may also, if it deems necessary, establish specialized committees. It shall prepare, in the light of the results already obtained, the programme for subsequent years and submit it for the approval of the two Governments. In the interval between meetings of the commission, the programme may be modified by common consent.

*Article VIII.* Subject to the supplementary arrangements provided for in article I of this Agreement, the French experts, teachers, engineers and technicians (all categories hereinafter referred to as "experts") who perform in Guinea-Bissau the functions stipulated in this Agreement shall be subject to the following conditions:

- (a) The Government of the Republic of Guinea-Bissau shall provide furnished housing for the experts and their families;
- (b) The Government of the Republic of Guinea-Bissau shall be responsible for the transport of experts during their official travel in the same way as for officers of the Government of the Republic of Guinea-Bissau. They shall be paid travel allowances for their official travel at the same rate as those paid to officers of the Government of the Republic of Guinea-Bissau;
- (c) In order to enable the experts to perform their duties, the Government of the Republic of Guinea-Bissau shall undertake to provide them with all necessary facilities, including offices or laboratories, clerical assistance and free postage and telecommunication services for official purposes;
- (d) The Government of the Republic of Guinea-Bissau shall provide to them and to their families the same medical assistance as is provided for officers of the Government of the Republic of Guinea-Bissau of the same grade.

*Article IX.* A special Convention shall establish the arrangements for remuneration of the experts and staff appointed under this Agreement.

*Article X.* The French experts sent to the Republic of Guinea-Bissau under the terms of this Agreement and of any supplementary arrangements which may be made shall, during their stay in the territory of that State, also be subject to the following régime:

- (a) 1. The Government of the Republic of Guinea-Bissau shall exempt from all customs duties the furniture and personal effects brought into the country by the experts appointed under the terms of this Agreement and their families within six months of their arrival on duty, provided that such articles were owned and used by the persons concerned before their departure from their previous residence.
2. These experts shall also be exempt in the Republic of Guinea-Bissau, in accordance with the norms applicable to the experts of international organizations, from income tax and personal tax or any other taxes or charges established by the laws in force at present or to be introduced in the future in the territory of the Republic of Guinea-Bissau, except for charges for services rendered.
- (b) 1. The Government of the Republic of Guinea-Bissau shall exempt the experts and their families from all customs duties relating to imports or duty-free purchases within four months after their arrival of one motor vehicle, one refrigerator and one air conditioner per room.
2. A motor vehicle, refrigerator or air conditioner, imported or purchased duty-free in the above conditions, shall be subject to customs duties if it is resold within the Republic of Guinea-Bissau to a person who does not enjoy at least the same privileges.
- (c) The experts and their families shall be entitled to re-export property which they have brought into the country in the conditions stipulated in paragraph (a) of this article within a period of six months after the completion of their mission in Guinea-Bissau. The same shall apply to the personal effects and property acquired within reasonable limits during their stay in Guinea-Bissau.
- (d) The competent authorities of Guinea-Bissau shall issue to such staff the authorizations required for the transfer to France of the balance of their personal savings.
- (e) The Government of the Republic of Guinea-Bissau shall authorize the return of copyright fees paid to authors or performers and of takings arising from the distribution or sale of cultural articles provided by the Government of the French Republic under the terms of this Agreement.
- (f) 1. The Government of the Republic of Guinea-Bissau shall guarantee the freedom of the experts and their families to enter and leave its territory by arranging for entry and exit visas to be issued to them free of charge and without delay, at the request of the competent French authorities.
2. The experts shall not be required to obtain work permits and shall be granted free residence permits.
3. The French experts shall be entitled in the territory of Guinea-Bissau to immunity from jurisdiction for any act performed by them in the exercise of their duties (including spoken or written words) except in cases of deliberate misconduct or gross negligence jointly recognized by the two Governments.

4. The Government of the Republic of Guinea-Bissau shall be answerable for any proceedings which may be instituted by a third party against the experts and shall protect the latter against any proceedings holding them liable for acts performed in the exercise of their duties, except in cases of deliberate misconduct or gross negligence jointly recognized by the two Governments.

*Article XI.* If the Government of the French Republic provides the Government of the Republic of Guinea-Bissau or associations or bodies acting in accordance with this Agreement with materials or equipment imported or purchased free of customs-duties and recognized by the Customs Office as specifically intended for a technical assistance project, the Government of the Republic of Guinea-Bissau shall authorize the entry of these supplies and shall exempt them from customs duties, import or export restrictions or any other fiscal charges. Nevertheless, their resale at any time after their import shall render them subject to the payment of those duties.

*Article XII.* Special conventions shall specify for each project what materials and staff for its implementation shall be contributed by each of the two Governments.

*Article XIII.* The provisions of this Agreement shall apply to French experts who are already exercising, in Guinea-Bissau, functions covered by this Agreement and who have been directly recruited and paid by the competent French authorities.

The Government of the Republic of Guinea-Bissau shall not be required, however, to refund the customs duties or other charges already paid in that country by such experts or to exempt them from any unpaid tax or duty already owed by them.

*Article XIV.* Each of the two Governments shall notify the other of the completion of the formalities required by its Constitution to bring this Agreement into force. It shall come into force on the date of the last such notification.

*Article XV.* This Agreement, as well as the supplementary arrangements referred to in article I, which shall form an integral part thereof, may be amended only with the mutual consent of the two Governments.

*Article XVI.* This Agreement is concluded for a period of five years from the date of its entry into force. It shall be automatically renewed unless written notice of termination is given by one of the two Governments at least 90 days before the end of the five-year period.

Where this Agreement is renewed it may be terminated at any time by either of the signatory Governments, and the termination shall take effect 90 days after notification has been given.

DONE at Paris on 12 April 1976, in duplicate.

For the Government  
of the French Republic:

[Signed]

J. DE LIPKOWSKI

For the Government  
of the Republic of Guinea-Bissau:

[Signed]

VICTOR SAUDE MARIA