

**No. 19567**

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**FRANCE  
and  
NIGER**

**Agreement on technical military co-operation (with  
annexes). Signed at Niamey on 19 February 1977**

*Authentic text: French.*

*Registered by France on 20 February 1981.*

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**FRANCE  
et  
NIGER**

**Accord de coopération militaire technique (avec annexes).  
Signé à Niamey le 19 février 1977**

*Texte authentique : français.*

*Enregistré par la France le 20 février 1981.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON TECHNICAL MILITARY CO-OPERATION  
BETWEEN THE FRENCH REPUBLIC AND THE REPUBLIC OF  
THE NIGER

The Government of the French Republic, on the one hand, and  
The Government of the Republic of the Niger, on the other hand,

Desiring to define and specify the terms of their co-operation within the  
framework of the Treaty on co-operation between the two States,<sup>2</sup>

Have agreed on the following provisions:

*Article 1.* At the request of the Government of the Republic of the Niger,  
the Government of the French Republic shall assist it, to the best of its ability,  
by providing the French military personnel needed to organize and train the armed  
forces of the Niger.

*Article 2.* Under conditions established by mutual agreement, the French  
Republic shall contribute to the logistical support of the armed forces of the Niger.

*Article 3.* The Republic of the Niger may seek such assistance from the  
French Republic as it needs for the maintenance and renewal of the equipment  
and supplies of its armed forces. These operations shall be carried out under the  
conditions set forth in annex II of this Agreement.

*Article 4.* Personnel of the Niger who formerly served in the French armed  
forces and have been transferred to the armed forces of the Niger shall retain the  
pension rights and the benefits acquired during their service in the French armed  
forces, and those rights and benefits shall be the responsibility of the French  
Republic.

*Article 5.* The Government of the French Republic shall be responsible, to  
the best of its ability and at the request of the Government of the Republic of the  
Niger, for training and instructing the cadres of the armed forces of the Niger.

Nationals of the Niger shall be admitted to the French *grandes écoles* and  
military establishments either by a competitive examination under the same condi-  
tions as French nationals or under a special quota, determined annually, adjusting  
these conditions.

The French Republic shall be responsible for the fees of pupils and trainees  
at the French *grandes écoles* and military establishments.

The Niger may contribute to said fees and to travel expenses under a special  
financing agreement.

The Government of the Republic of the Niger shall be responsible for expendi-  
tures related to the pay, maintenance, accommodation, board and social security  
of its trainees.

<sup>1</sup> Came into force on 21 February 1980, i.e., 30 days after the exchange of notifications confirming the completion of the required constitutional procedures, in accordance with article 12.

<sup>2</sup> See p. 87 of this volume.

The provisions of article 6, paragraph 6, of this Agreement shall be applicable to trainees of the Niger and to their families in France.

Trainees of the Niger in France shall be subject to provisions analogous to those laid down in articles 2 and 3 of annex I of this Agreement in respect of military personnel on duty in the Niger.

*Article 6.* The French Republic shall second to the Republic of the Niger, in accordance with the stated requirements of the latter, such French officers and non-commissioned officers as it may need for the organization, training and officering of the armed forces of the Niger.

The Government of the French Republic shall be responsible for payment of all sums to which French military personnel are entitled—pay and emoluments, miscellaneous allowances—and the cost of transportation from France to the place of entry into the Niger and back.

It is agreed that the Republic of the Niger may contribute to the costs mentioned in the preceding paragraph in the event that the strength of the forces exceeds a quota fixed each year by mutual agreement.

Relocation expenses provided for by the regulations of the Niger and incurred in connection with military service missions undertaken on the initiative of the authorities of the Niger shall be the responsibility of the Government of the Niger.

The Government of the Republic of the Niger shall provide furnished accommodation, complete with appliances, to French military personnel and their families at no charge. Such accommodation must be geared to the salary level of the personnel.

The Government of the Republic of the Niger shall provide in its health care units any medical and hospital treatment that may be required by such personnel or their families.

The list of posts to be filled shall be determined annually by mutual agreement.

*Article 7.* French military personnel to be seconded to the Republic of the Niger shall be designated by the French Government after approval by the Republic of the Niger.

The secondment shall be for a fixed period in accordance with French regulations on residence abroad. It may be renewed or interrupted by mutual agreement.

The persons concerned shall be assigned to a unit called "Bureau for Military Assistance to the Army of the Niger", which shall deal with management and administration.

While on duty, they shall wear civilian clothes or the uniform of the army of the Niger, in accordance with the instructions of the authorities of the Niger.

The Bureau of Military Assistance to the Army of the Niger shall be under the authority of the senior highest-ranking French officer seconded to the Republic of the Niger.

*Article 8.* French military personnel seconded to the Republic of the Niger shall remain under the jurisdiction of France or the Niger in the conditions provided for in annex I of this Agreement.

They shall be subject to the rules of general discipline in force in the army of the Niger, without prejudice to the provisions applicable to their status under French regulations.

In no case may they participate in the preparation or conduct of military operations or of operations aimed at maintaining or restoring public order or the rule of law.

They shall serve at the rank in the hierarchy of the armed forces of the Niger corresponding to their customary rank in the French armed forces.

Any observations on the performance of the aforesaid personnel made by the authorities of the Niger shall be transmitted to the French Government. In the case of breaches of discipline or acts committed while on duty, they shall not be subject to any disciplinary action by the Government of the Niger other than reassignment to the French Government, with an explanation and, where necessary, a request for disciplinary action. The provisions of this paragraph shall not preclude the institution by the French authorities of the disciplinary proceedings applicable to the status of the persons concerned. The French Government shall be required to provide information to the authorities of the Niger on action taken as a result of such proceedings.

*Article 9.* French military personnel serving in the armed forces of the Niger shall be seconded to the command of the Niger in accordance with the traditional regulations governing the use of their branches or unit. All command decisions concerning them shall be brought to the attention of the French military authorities.

Likewise, all French command decisions concerning them shall be brought to the attention of the military authorities of the Niger.

The French authorities may undertake missions to study problems involving the personal situation of French military personnel in relation to their status. The conditions under which these missions are conducted shall be fixed by agreement between the two Governments. The same shall apply in the case of the trainees of the Niger in France.

*Article 10.* Flights over the airspace of the Niger by French military aircraft and the stopover points of these aircraft shall be subject to prior authorization. The same provisions shall be applied to the armed forces of the Niger by the Government of the French Republic.

However, regular or periodical connecting flights shall be authorized for a one-year period, subject to renewal, provided that the application is accompanied by the necessary information on the frequency of the flights and the period in which they are expected to be made.

The Government of the Niger shall, if necessary, authorize the dispatch of a repair crew.

*Article 11.* In the area of military co-operation (personnel, training, equipment and supplies, transit and stopover facilities, etc.), the Ambassador of France in the Niger shall, as a rule, be the person responsible for liaison with the Government of the Niger.

*Article 12.* This Agreement abrogates and supersedes the Defence Agreement of 24 April 1961 and its annexes in relation between the French Republic

and the Republic of the Niger, the Agreement on technical military assistance of 24 April 1961 and its annexes, and the Convention on logistical support of 11 June 1965.

It is concluded for a period of five years, renewable by tacit agreement.

It may be denounced at any time by either of the Contracting Parties. Notice of denunciation shall be given through the diplomatic channel on three months' notice.

This Agreement shall enter into force 30 days after the Parties have notified one another that the constitutional provisions in force in each of the two States have been complied with.

Either of the Contracting Parties 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 Niamey on 19 February 1977.

For the Government  
of the French Republic:

[Signed]

His Excellency  
Mr. ROBERT GALLEY  
Minister of Co-operation

For the Government  
of the Republic of the Niger:

[Signed]

His Excellency Captain  
MOUMOUNI DJERMAKOYE ADAMOU  
Minister for Foreign Affairs  
and Co-operation

## ANNEX I

### CONCERNING THE STATUS OF FRENCH MILITARY ASSISTANCE PERSONNEL IN THE TERRITORY OF THE REPUBLIC OF THE NIGER

*Article 1.* In the course of their work, French military personnel seconded to the Government of the Republic of the Niger shall receive the same assistance and protection from that Government as it gives the personnel of its own armed forces.

*Article 2.* French military personnel seconded to the Republic of the Niger shall remain under French jurisdiction in the case of offences committed while on duty or in connexion with their duties and shall be placed under the jurisdiction of the Niger in the case of offences committed while not on duty.

In the case of offences committed while on duty or in connexion with their duties, perpetrators of the said offences shall be immediately handed over to the French Embassy in the Niger, which shall repatriate them to France where all necessary proceedings shall be instituted against them.

The Government of the French Republic shall be required to inform the Government of the Republic of the Niger of the legal action taken in the matter.

The authorities of the Niger may arrest French technical military assistance personnel in cases of *flagrante delicto*. They shall immediately notify the French Embassy and shall hand over the person concerned for repatriation in the shortest possible time.

In the case of offences punishable by a prison sentence or a more severe sentence committed by French military personnel while they are not on duty, perpetrators of the

said offences whose detention is considered necessary shall be assigned a residence in a fixed place by mutual agreement between the authorities of the Niger and the French authorities so that they can appear in court before the competent judicial authorities of the Niger.

French military personnel, sentenced to prison terms by the courts of the Niger shall be handed over to the French Embassy for repatriation and shall serve their sentences in French prison facilities. The Government of the French Republic shall be required to inform the Government of the Republic of the Niger of the place and conditions in which sentences are being carried out.

Commutations, reduction of sentences and pardons, conditional releases and other forms of executing sentences shall be decided according to French legislation, on the recommendation of the public prosecutor's office attached to the court of the Niger which handed down the sentence. The French Government shall communicate the decisions to the public prosecutor's office attached to the court of the Niger which handed down the sentence.

The provisions of the three preceding paragraphs shall apply to family members residing with the military technical assistant.

*Article 3.* The Government of the Republic of the Niger shall be responsible for compensation for damage done by French military personnel in the course of or in connection with the performance of their duties. In any case where legal proceedings are instituted in connection with such damage, the Government of the Republic of the Niger shall represent in the proceedings the French military personnel implicated.

In any case where damage results from a personal act, the Government of the Republic of the Niger may seek compensation from the Government of the French Republic.

In the case of damage occurring while French military personnel are on duty, or in connection with their duties, except in the case of personal acts, the Government of the Republic of the Niger shall pay fair compensation. Requests for compensation shall be transmitted to the Government of the Republic of the Niger through the Government of the French Republic.

*Article 4.* French military personnel shall be subject to the tax regulations provided for in the Agreement for co-operation in personnel matters.

*Article 5.* French technical military assistance personnel shall be furnished with identity or registration cards, specimens of which shall be deposited with the Government of the Republic of the Niger.

*Article 6.* The commander of the Bureau for Military Assistance may set up and maintain a shop. There shall be no customs duty on supplies imported for it, and it shall accordingly be exempt from all charges and taxes.

The French authorities shall take the necessary steps to ensure that persons who are not entitled to obtain supplies from such establishments cannot obtain the goods sold there.

*Article 7.* French technical military assistance personnel shall benefit from the facilities made available to civil technical assistance personnel, as defined in article 11 of the Agreement for co-operation in personnel matters.<sup>1</sup>

*Article 8.* For the purposes of articles 5, 6, and 7 of this annex, dependents, as defined by French law, of members of French technical military assistance personnel shall be regarded as military personnel seconded by the French Republic to the armed forces of the Niger.

<sup>1</sup> United Nations, *Treaty Series*, vol. 1364, No. 1-23025.

## ANNEX II

ESTABLISHING THE RULES AND CONDITIONS OF ASSISTANCE FROM THE FRENCH REPUBLIC  
TO THE ARMED FORCES OF THE NIGER IN THE AREA OF LOGISTICAL SUPPORT

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

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

Within the framework of the general provisions of the Agreement on technical military co-operation, have agreed as follows:

*Article 1. PURPOSE OF THE ANNEX*

At the request of the Government of the Republic of the Niger, the French Republic shall assist the armed forces of the Niger in the area of logistical support under the following conditions:

*Article 2. PRINCIPLE OF SUPPORT*

The French Republic shall, for valuable consideration or, in certain cases, without charge, assist the armed forces of the Niger in the area of logistical support by transfers of equipment and supplies and by carrying out, upon request visits and inspections, to the exclusion of the execution of any infrastructure work.

*Article 3. FORMS OF SUPPORT*

In principle transfers shall involve only equipment and supplies necessary for the armed forces of the Niger.

All requests shall be transmitted to the representatives of France.

The above transfers shall not include equipment supplied under special agreements.

*Article 4. ESTIMATE OF REQUIREMENTS*

Overall estimates of all categories of requirements of the armed forces of the Niger for a particular fiscal year shall be submitted at the appropriate time, in the form, as is the practice in the French armed forces, of a general request for supplies drawn up by category of equipment and according to the schedule in use in the French armed forces.

However, requests for munitions must be made one year prior to the scheduled date of delivery.

Special requests, arising from unforeseen requirements or requirements that depart from the norms of regular maintenance, may be submitted in addition to the annual general request for supplies but shall, to the extent possible, be consolidated quarterly.

In the case of requirements stated in the general request for supplies or in special requests, the French authorities shall make a study of the supply possibilities (delivery dates and prices), the results of which shall be reported to the authorities of the Niger. On the basis of this information, the authorities of the Niger shall place a firm order for the transfers approved.

*Article 5. DELIVERY ARRANGEMENTS*

The collection of equipment, materials or objects transferred, packaging, where necessary, transportation to the delivery point fixed by the Government of the Republic of the Niger shall be handled by a carrier approved by that Government and authorized by the Ministry of Co-operation for use by French forwarding agents.

The French military services shall not intervene in the conduct of these operations or in the relevant payments procedure.

The equipment ordered shall be delivered either in one single shipment or at the intervals requested.

*Article 6. FINANCIAL PROCEDURE IN RESPECT OF TRANSFERS SUBJECT TO PAYMENT*

Transport costs for these transfers shall be paid in full by the Republic of the Niger.

1. *Transfers under the annual general request for supplies*

Initially, a provisional invoice shall be sent by the Ministerial Delegation for Armaments to the Government of the Republic of the Niger through the Ministry of Co-operation. The delivery dates for the equipment shall be specified in an annex.

On receipt of this invoice, the Government of the Republic of the Niger shall deposit with the Payments Officer of France at the Embassy a sum equal to 11/12ths of the amounts invoiced.

Two cases must then be distinguished;

(a) The equipment is to be taken from the supplies of the French armed forces.

In this case, the carrier shall be immediately advised that the equipment is available.

(b) The equipment is to be manufactured.

In this case, the order shall be transmitted immediately to the department concerned, and the carrier shall be advised in due course when the equipment is available.

Upon final determination of the value of the transfer and upon completion of delivery, a second invoice for the balance shall be transmitted to the Government of the Republic of the Niger through the same channels as before. This invoice shall be paid under the same conditions as the first one.

2. *Special transfers*

Transfers made in response to special requests shall be subject to the same regulations as above. Nonetheless, an estimate of the transfer prices shall be submitted for approval by the Government of the Republic of the Niger prior to the placement of any firm order with the delivery department.