

No. 20781

FRANCE
and
SYRIAN ARAB REPUBLIC

**Protocol on technical co-operation relating to the Tehrine
Military Hospital. Signed at Damascus on 7 March
1981**

**Exchange of letters constituting an agreement relating to the
above-mentioned Protocol. Damascus, 7 April 1981**

Authentic texts of the Protocol: French and Arabic.

Authentic text of the Exchange of letters: French.

Registered by France on 25 February 1982.

FRANCE
et
RÉPUBLIQUE ARABE SYRIENNE

**Protocole de coopération technique concernant l'hôpital
militaire de Tehrine. Signé à Damas le 7 mars 1981**

**Échange de lettres constituant un accord relatif au Protocole
susmentionné. Damas, 7 avril 1981**

Textes authentiques du Protocole : français et arabe.

Texte authentique de l'Échange de lettres : français.

Enregistrés par la France le 25 février 1982.

[TRANSLATION — TRADUCTION]

PROTOCOL¹ ON TECHNICAL CO-OPERATION RELATING TO
THE TECHRINE MILITARY HOSPITAL BETWEEN THE
GOVERNMENT OF THE FRENCH REPUBLIC AND THE
GOVERNMENT OF THE SYRIAN ARAB REPUBLIC

Within the framework of the Agreement on technical co-operation signed on 2 July 1970 between the Government of the French Republic and the Government of the Syrian Arab Republic² and under the operational programme of technical co-operation signed by the two Governments on 21 March 1980,

It has been agreed as follows:

Article 1. The Government of the French Republic undertakes, to the extent of its capabilities, to provide assistance to the Syrian Government by placing at its disposal a French medical mission whose duty it will be to contribute, in Damascus, to the operation of the Tchrine Hospital and of the training school for paramedical personnel which is attached to that Hospital.

The medical mission shall include: A doctor to serve as head of mission, an officer from the technical and administrative staff of the Military Health Service, a technician to serve as head of the operating wing, a head sister, a principal for the nursing school and three nurses to serve as instructors.

Article 2. The French mission undertakes to respect Syrian laws and regulations, particularly with regard to the organization of hospitals.

In addition, members of the French mission undertake:

- Not to provide any services to private clients, even if such services are provided free of charge;
- Not to engage in any political activity;
- To respect the rules of professional confidentiality.

In the event that a member of the mission violates this undertaking, the sanction to be imposed, by agreement with the Director of the Hospital (or any other person designated by the Syrian authorities) shall be a warning, a reprimand or dismissal.

Article 3. The provisions of article 5 (a) of the Agreement on technical co-operation between the Government of the French Republic and the Government of the Syrian Arab Republic of 2 July 1970 shall apply to members of the French medical mission sent to the Syrian Arab Republic under the terms of this Protocol.

Article 4. In the event that a member of the mission commits a serious offence, the Syrian or French authorities may request his immediate repatriation.

In any other circumstances, the Syrian or French authorities may curtail the stay of one or more members of the mission by giving three months' notice.

¹ Came into force on 7 March 1981 by signature.

² United Nations, *Treaty Series*, vol. 808, p. 127.

In all cases, decisions shall be taken following an agreement between the two Parties.

Article 5. A period of 50 days' annual leave shall be established for members of the mission. The first period of leave may be taken after six months of service in the mission.

Article 6. The Syrian Government shall contribute to the remuneration of mission personnel at the rate of 5,000 Syrian pounds per expert per month. This contribution shall be subject to revision by agreement between the two Parties.

Article 7. The Syrian authorities undertake to provide, free of charge:

- Furnished accommodation for each member of the mission in the residential buildings belonging to the Hospital, the nature of which, particularly with regard to the number of rooms, shall be determined in accordance with the grade and circumstances as to dependants of the person concerned. Furnishings provided in such accommodation shall be maintained and replaced in accordance with normal wear and tear;
- Medical treatment for members of the mission and their families in Syrian hospitals;
- Vehicles required for the performance of their duties;
- An official car, to be placed at the disposal of the head of mission.

Article 8. The Syrian authorities also undertake to provide an economy class round-trip air ticket between Damascus and France, or the equivalent in cash, for each member of the French medical mission and his family (spouse and non-wage-earning minor children) once each year in connection with a period of leave. In view of the possibility that families may be separated as a result of children's school attendance, the right to an annual trip for family members may be granted on the basis of prior agreement with the Syrian authorities.

Article 9. With regard to the tax and customs exemptions accorded to each member of the mission, article 5 of the Agreement on technical co-operation shall be applied.

Article 10. Members of the mission and their families may, if necessary, receive medical care in France at their own expense. The period of absence shall not be deducted from the annual leave entitlements of members of the mission but may not exceed two months. Once that period has elapsed, the individual concerned shall be irrevocably repatriated on health grounds and replaced by an expert of equivalent qualifications.

In the event of illness attributable to the performance of duties, the Syrian authorities shall bear the cost of medical care.

Article 11. When a member of the mission, on leave in France, contracts an illness that requires his hospitalization, the period of sick leave shall not be deducted from his annual leave entitlements.

In the event that an individual remains unavailable for duty for a period in excess of two months, his mission shall be terminated and he shall be replaced by an expert of equivalent qualifications.

Article 12. This Agreement is concluded for a period of two years, renewable at the end of the second year for further periods of one year by agree-

ment between the two Parties. It may, however, be denounced at any time by either of the two Parties upon six months' notice. In the event of denunciation by the Syrian Party before the expiry of the first two-year period, that Party shall be responsible for repatriation of the experts (including families and personal effects).

Damascus, 7 March 1981

[Signed]

FERNAND ROUILLON
Ambassador of France
to the Syrian Arab Republic

[Signed]

Dr. SALIM YASSINE
Minister of State
for Planning

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENTS OF THE FRENCH REPUBLIC
AND THE SYRIAN ARAB REPUBLIC RELATING TO THE
PROTOCOL ON TECHNICAL CO-OPERATION RELATING TO
THE TECHRINE MILITARY HOSPITAL²

I

Damascus, 7 April 1981

367

Ref: *Protocol on technical co-operation relating to the Techrine
Military Hospital*

Sir,

With a view to determining the scope of article 3 of the Protocol on Technical co-operation relating to the Techrine Military Hospital between the Governments of the French Republic and the Syrian Arab Republic,² I would be grateful if you would kindly confirm that criminal proceedings may not be taken against members of the French medical mission in respect of actions carried out in or during the performance of their duties.

Accept, Sir, etc.

FERNAND ROUILLON

Chief Medical Officer Majed El-Azmeh
Director of Syrian Army Medical Services

II

CHIEF MEDICAL OFFICER M. EL-AZMEH
DIRECTOR OF SYRIAN ARMY MEDICAL SERVICES
DAMASCUS, SYRIA

Damascus, 7 April 1981

Sir,

With reference to your letter No. 367 of 7 April 1981 concerning article 3 of the Protocol on co-operation, I confirm that, in the course of medical practice in

¹ Came into force on 7 April 1981 by the exchange of the said letters.

² See p. 436 of this volume.

all the Military Health Services up to and including the present day, no criminal proceedings have been, or ever will be, instituted against members of the French medical mission or against Syrian medical staff in respect of actions carried out in the performance of their duties in military hospitals.

[*Signed*]

M. EL-AZMEH
Chief Medical Officer
