

No. 21783

**FRANCE
and
GUINEA**

**Agreement on cultural, scientific and technical co-operation
(with protocol). Signed at Paris on 26 June 1979**

Authentic text: French.

Registered by France on 30 March 1983.

**FRANCE
et
GUINÉE**

**Accord de coopération culturelle, scientifique et technique
(avec protocole). Signé à Paris le 26 juin 1979**

Texte authentique : français.

Enregistré par la France le 30 mars 1983.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON CULTURAL, SCIENTIFIC AND TECHNICAL
CO-OPERATION BETWEEN THE GOVERNMENT OF THE
FRENCH REPUBLIC AND THE GOVERNMENT OF THE
REVOLUTIONARY PEOPLE'S REPUBLIC OF GUINEA

The Government of the French Republic and the Government of the Revolutionary People's Republic of Guinea,

Realizing the need to strengthen still more the bonds of friendship between the French people and the Guinean people,

Desiring to promote cultural, scientific and technical co-operation between France and Guinea,

Have agreed to sign this Agreement on cultural, scientific and technical co-operation.

Article 1. The two Governments undertake to develop and strengthen their cultural, scientific and technical co-operation on the basis of respect for the sovereignty of each of the two countries, equality of rights and non-interference in the internal affairs of the other country.

Article 2. The two Governments shall promote the strengthening of their cultural relations and to this end shall inform each other of their experience and achievements in the spheres of education, teaching, scientific research, information, sport and the arts:

- Through exchanges of cultural, scientific and technical delegations;
- Through exchanges of information and documentation of a cultural and educational nature and through the organization of exhibitions, concerts and other artistic and sporting events.

TEACHING AND TRAINING

Article 3. The two Governments shall exchange teaching and educational programmes in all spheres.

Article 4. The two Governments shall encourage exchanges of teachers between their two countries. For this purpose, they shall organize meetings of teachers, symposia and seminars at which the teachers will be able to exchange experience.

Article 5. The French Government shall endeavour, when the Guinean Government so requests:

- (1) To second to Guinean teachers and technical experts appointed:
 - To take part in the vocational training and retraining of Guinean teachers and technical staff;

¹ Came into force on 24 October 1981, the date of the last of the notifications (effected on 26 December 1979 and 24 October 1981) by which the Parties informed each other of the completion of the required constitutional procedures, in accordance with article 21.

- To teach in higher or specialized educational establishments in subjects and posts considered by the two Governments to have priority, within the limits of the budgetary allocations that they can devote to their cultural and technical co-operation and taking account of their other co-operation programmes;
 - To carry out educational and technical research and to assist in the implementation of Guinea's cultural, scientific and technical development projects.
- (2) To award scholarships for higher and post-graduate studies, and for scientific, technical and teacher training courses, in the framework of the training activities proposed by the Guinean Government and incorporated in the cultural and technical co-operation programmes of the two countries.
 - (3) To meet the requests of the Guinean Government for teaching, scientific and technical materials, notably in the form of books, magazines and specialist publications.

SCIENTIFIC RESEARCH

Article 6. The two Governments shall endeavour to promote co-operation between their scientific research institutions by exchanging programmes and research workers, communicating the results of their research and implementing joint research programmes.

Article 7. The French Government shall endeavour to assist the Guinean Government in implementing its national programmes of pure and applied scientific and technical research, in particular through the involvement of French specialized institutions or agencies and by the organization of special missions.

Article 8. The two Governments shall study the possibility of establishing contractual relations between their national research institutions.

CULTURE, ARTS AND SPORT

Article 9. The two Governments undertake to facilitate co-operation between their museums, libraries and other cultural institutions.

Article 10. The two Governments shall facilitate exchanges in all spheres of cultural, artistic and sporting activity.

Article 11. The French Government shall assist the Guinean Government in implementing its training programmes for technical personnel in the spheres of sport, the arts and music, within the limit of the resources that can be allocated for those purposes from the totality of activities envisaged in the programme of cultural and technical co-operation between the two countries.

INFORMATION

Article 12. The two Governments shall encourage co-operation in the spheres of sound and television broadcasting and of the printed press, and shall promote the exchange of films (feature, scientific and newsreels).

Article 13. Each Government shall facilitate the organization of film weeks in its country by the other Government.

GENERAL PROVISIONS

Article 14. In order to ensure the application of the provisions of this Agreement and to pursue these objectives as efficiently as possible, the two Governments agree that a Joint Commission, whose members shall be appointed by each of the two Governments respectively, shall meet at least once every two years alternately in Conakry and in Paris.

The tasks of this Commission shall be:

- (a) To define the focus of co-operation between the two countries in the areas covered by this Agreement;
- (b) To evaluate the results achieved and make any alterations in the original focus;
- (c) To adopt exchange and co-operation programmes;
- (d) To determine the arrangements for their execution;
- (e) To decide on the division of financial costs between the two countries, where necessary.

Between meetings of the Joint Commission, co-operation programmes may be prepared, finalized or modified by agreement through the diplomatic channel.

Article 15. The two Governments may decide to carry out infrastructure and equipment projects that are either rendered necessary by co-operation activities implemented under this Agreement or are of vital interest for the economic or cultural development of Guinea.

Article 16. In order to facilitate the recruitment and employment of the French staff assigned to Guinea under this Agreement, the two Governments shall establish by means of a protocol annexed to this Agreement the conditions for the secondment, employment and remuneration of such staff and the financial responsibilities to be assumed by each of the two countries.

Article 17. The Government of the Revolutionary People's Republic of Guinea shall agree to the establishment on its territory of the schools necessary for the education of French nationals residing in Guinea, following the school curricula of their country of origin and in accordance with the rules governing French educational establishments abroad.

Article 18. The Government of the Revolutionary People's Republic of Guinea shall exempt from customs duties and other charges, import or export prohibitions and restrictions, and every kind of fiscal charge: supplies, books, films, equipment, materials, documentation and works of art needed for the activities envisaged under this Agreement.

Article 19. Any differences regarding the interpretation of this Agreement and its annexes may be settled through the diplomatic channel.

Article 20. This Agreement may be revised, amended or supplemented by agreement between the two Governments through an exchange of letters.

Article 21. Each of the Governments shall notify the other of the completion of the formalities required by its Constitution for the entry into force of this Agreement, which shall take effect on the date of receipt of the last such notification.

Article 22. This Agreement is concluded for a period of five years from the date of its entry into force and shall then be renewable from year to year by tacit agreement, unless one of the Contracting Parties has given the other written notice six months before the expiry of the current term of its intention to terminate the Agreement.

In the event of termination, the provisions of this Agreement shall remain applicable to ongoing programmes unless the Contracting Parties agree otherwise.

Article 23. The Convention on cultural exchanges of 29 July 1961 and the protocol thereto,¹ together with the Agreement on technical co-operation of 22 May 1963 between the Government of the French Republic and the Government of the Revolutionary People's Republic of Guinea² shall be cancelled on the date of the entry into force of this Agreement.

DONE at Paris on 26 June 1979 in two original copies.

For the Government
of the French Republic:

[RAYMOND BARRE]

For the Government
of the Revolutionary People's Republic
of Guinea:

[Dr. LANSANA BEAVOGUI]

PROTOCOL BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REVOLUTIONARY PEOPLE'S REPUBLIC OF GUINEA ESTABLISHING THE ARRANGEMENTS FOR THE SECONDMENT OF FRENCH PERSONNEL BY FRANCE TO GUINEA UNDER THE AGREEMENT ON CULTURAL, SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE TWO COUNTRIES DATED 26 JUNE 1979

In application of the Agreement on cultural, scientific and technical co-operation between the Government of the French Republic and the Government of the Revolutionary People's Republic of Guinea and in order to facilitate the recruitment of the personnel seconded by the French Government to the Guinean Government, the two countries have agreed as follows:

1. RECRUITMENT PROCEDURE

Article 1. Guinean authorities wishing to obtain the assistance of staff recruited by the French Government shall submit to the Embassy of France in the Revolutionary People's Republic of Guinea, in sufficient time to allow competent candidates to be sought, a precise description of the post offered, a broad outline of the mission to be entrusted to the specialist recruited and the level of qualification required for the post.

Article 2. The French authorities shall submit to the competent Guinean authorities, through the Embassy of the Revolutionary People's Republic of Guinea in France, the files of candidates capable of performing the functions defined as indicated above.

Article 3. The competent Guinean authorities shall inform the Embassy of France which candidates meet with their approval by sending it two original copies of the secondment contract, a model of which is attached as annex I to this protocol, together with the aforementioned file.

¹ United Nations, *Treaty Series*, vol. 1353, No. 1-22839.

² *Ibid.*, No. 1-22840.

The Embassy of France shall return to the competent Guinean authority, as quickly as possible, one of the original copies duly signed by the specialist recruited.

Article 4. The recruitment shall be finalized when the specialist is declared medically fit following a medical examination by a physician approved by the competent French services and by the Embassy of the Revolutionary People's Republic of Guinea in Paris.

Article 5. The length of the contract shall be 12 months, including annual leave.

Before the expiry of the contract, the qualified representatives of the two countries shall decide on the advisability of extending the mission of the specialist concerned. If they agree on the usefulness of such an extension, the contract shall be renewed by a supplementary contract notified by the competent Guinean authority to the Embassy of France two months before the date of expiry of the contract.

A supplementary contract shall not be valid for more than one year. It shall be renewable in the conditions established above for the original contract. The supplementary contract shall confer the same entitlement to annual leave as the original contract.

2. GENERAL OBLIGATIONS AND GUARANTEES

Article 6. French personnel seconded to the Guinean Government under this protocol shall perform their duties under the exclusive authority of the Guinean Government.

They shall be bound by the obligation of professional secrecy concerning any facts or information which come to their knowledge in the performance of their duties.

They shall refrain, in particular, from saying or writing anything that may be harmful to the material or moral interests of either the Guinean or the French authorities.

The penalty for any failure to meet these obligations during the performance of their duties shall be, exclusively, termination of the contract without notice and immediate repatriation of the persons concerned.

In this event, the authority taking the decision to terminate the contract shall notify it in writing to the qualified representative of the other Government and to the person concerned.

Article 7. The two Governments shall refrain from imposing on staff any activity or event not related to the service for which they have been recruited.

Article 8. The Government of the Revolutionary People's Republic of Guinea:

- (a) Shall grant to French staff the same working facilities, assistance and protection in the performance of their duties as it grants to its own nationals;
- (b) Shall guarantee such staff and their families free entry into and departure from Guinean territory. In particular, it shall issue to such staff and their families without charge the entry and exit visas and all other permits or authorizations that may be required by Guinean regulations in order to reside and work in Guinea.

Article 9. The Guinean Government shall grant to French staff governed by this protocol and to family members coming to reside with them in Guinea:

- (a) Exemption from all customs duties on the import of personal effects, furniture, household goods and one automobile per family, brought into the country within six months of their entry on duty, provided that they undertake to keep such articles for their own use for the duration of their stay in Guinea and possibly to dispose of them in Guinean territory whether or not in return for payment, only with the written authorization of the competent Guinean authority and in the conditions set by it.

The exemption from duties and charges mentioned in the above paragraph shall extend to the re-export of the same article on departure from Guinea;

- (b) Exemption from taxes and charges on their income not arising from Guinean sources;

- (c) Authorization, in conformity with the regulations in force in the Republic of Guinea, to transfer periodically 40 per cent of the wages and allowances payable to the expert by the Guinean Government.

3. REMUNERATION AND BENEFITS IN KIND

Article 10. The Guinean Government shall provide to French staff governed by this protocol:

- (a) Suitable housing, free of charge, and equipped with essential furniture, in keeping with the occupant's functions and family situation;
- (b) Hotel expenses for the specialist and his family prior to the provision of permanent housing for the duration of their stay.

Article 11. The French Government shall assume responsibility for and pay to the person concerned, in France, in convertible and transferable francs:

- (a) The agent's remuneration,
- (b) Salary supplements for the family and social benefits.

Article 12. The Guinean Government shall assume responsibility for remuneration corresponding to that payable to a Guinean agent of the same category (including any bonuses and allowances) for performance of the same duties.

Article 13. The French Government shall assume responsibility for:

- (a) The cost of air travel for the agent and, where applicable, his family between France and Guinea;
- (b) The cost of baggage transport or accompanied air freight up to a limit of 110 kilograms for the specialist, plus 50 kilograms for each family member coming to reside with him for the duration of his mission.

These weights shall be understood to be additional to any baggage allowances granted by the airline companies;

- (c) Any removal costs, up to the maximum weight and volume allowed by the Embassy of France at Conakry;
- (d) The costs assumed by the French Government under subparagraphs (a), (b) and (c) above shall also be chargeable to it when the specialist is repatriated;
- (e) Repatriation costs in the cases envisaged in articles 6, 15, 16 and 17.

4. LEAVE, SICKNESS, ACCIDENTS

Article 14. Staff governed by this protocol shall accrue annual leave at the rate of two months for every 10 months of service completed during their secondment to Guinea.

When an appointment is extended by supplementary contract valid for less than one year, the validity shall include entitlement to five days' leave per month of service covered by the supplementary contract.

When taking their annual leave, staff and family members residing in Guinea shall enjoy free round trip air travel between France and Guinea at the expense of the French Government.

Remuneration during annual leave shall be provided in accordance with French national regulations for staff serving abroad on leave in France.

Article 15. A specialist who is incapacitated from the performance of his duties by a duly certified illness or accident shall be granted sick leave with full pay.

However, his remuneration shall be that specified in the last paragraph of article 14 above for any period of sick leave spent in France.

The amount of such leave shall not exceed three months, at the end of which, if the specialist is unable to resume his duties, he shall be reassigned to the French Government.

In this case, the person concerned and his family members shall retain the entitlement to repatriation and removal granted by the French Government, as provided in article 13 above.

Article 16. Upon the death of a specialist during the period of appointment, the French Government shall assume responsibility for the cost of repatriation of the body and, if necessary, of the family members, as well as the costs mentioned in article 13 above.

The costs mentioned in the preceding paragraph shall be paid by the Guinean Government if the death is attributable to an accident at work or while on duty.

Article 17. In the event of a work-related illness or an accident, the victim shall retain his salary up to the amounts indicated in the first two paragraphs of article 15 above until his recovery, if this occurs before the normal date of expiry of the contract, or until that date, if no cure and recovery are possible before the expiry of the contract.

In the latter case, the monthly remuneration payments made to the person concerned may not number less than six, any payments still owing on the date of expiry of the contract shall be made in a lump sum.

In the event of death attributable to service, the provisions of the preceding paragraph shall be maintained for the benefit of the deceased's beneficiaries.

Article 18. On his return to France, the victim of an accident or illness attributable to service shall receive, for himself or for his beneficiaries, the allowances in kind and in cash established by the French regulations, at the expense of the French Government.

Article 19. Each of the two Governments may at any time terminate an existing contract, provided that:

- (a) It informs the other Government and the specialist concerned in writing at least one month before the date when its decision takes effect;
- (b) It pays the specialist in transferable currency, before his departure from Guinea, a termination indemnity equal to three months' gross salary as specified in the contract;
- (c) It pays the repatriation and removal costs of the person concerned and of his family living with him in Guinea.

5. STAFF ON SHORT-TERM MISSIONS

Article 20. Staff seconded to the Guinean Government to carry out short-term missions in Guinea in areas specified in the Agreement on cultural, scientific and technical co-operation shall be covered by the provisions of this protocol. In particular, the Guinean Government shall provide them with accommodation and the travel and working facilities needed for the successful completion of their mission.

6. TERM OF VALIDITY OF THE PROTOCOL

Article 21. This protocol and any supplementary arrangements concluded in order to implement its provisions may be amended by agreement between the two Governments.

Article 22. This protocol shall be valid throughout the period of validity of the Agreement on cultural, scientific and technical co-operation between the Government of the French Republic and the Government of the Revolutionary People's Republic of Guinea signed on 26 June 1979, and shall remain applicable to staff completing their stay or their service contract after the termination of that Agreement.

The repatriation costs of specialists covered by this protocol and of their families, together with the costs referred to in article 13, subparagraph (d), shall be borne by the

Government which took the decision to terminate the Agreement on cultural, scientific and technical co-operation.

Article 23. This protocol shall enter into force on the same date as the Agreement on cultural, scientific and technical co-operation between the French Republic and the Revolutionary People's Republic of Guinea and shall appear as annex I to that Agreement.

DONE at Paris on 26 June 1979 in two original copies in the French language.

For the Government
of the French Republic:

[RAYMOND BARRE]

For the Government
of the Revolutionary People's Republic
of Guinea:

[Signed]

Dr. LANSANA BEAVOGUI
Prime Minister

ANNEX I

CONTRACT OF SECONDMENT TO THE GUINEAN GOVERNMENT RELATING TO MR.:

In accordance with the protocol of _____ between the Government of the French Republic and the Government of the Revolutionary People's Republic of Guinea on arrangements for the secondment of French staff to the Guinean Government by the French Government,

Name and first name

Date of birth

seconded to the Guinean Government, is appointed by the latter as

to perform the duties

or to carry out the following mission:

Mr. _____ shall take up his duties by _____ (the date given must be at least three months after the date of notification to the Embassy of France in Conakry).

The normal expiry date of this secondment contract shall be _____.

This contract may, if necessary, be extended by a supplementary contract by agreement between the Guinean Government and Mr. _____.

In that event, the signature of the supplementary contract by the parties concerned shall take place at least one month before the date of expiry of this contract and in accordance with the same procedure as for the contract.

The Guinean Government shall offer to Mr. _____

(a) The conditions of employment set out in the protocol between the French Government and the Guinean Government;

(b) The following remuneration, starting from the date of his entry on duty:

(Nature and amount of the components of the remuneration, including any bonuses and allowance and any deductions.)

Mr. _____ declares that he has personally acquainted himself with the contents of the protocol of _____ between the French Government and the Guinean Government and unreservedly accepts all its provisions.

DONE at Paris on _____ in two original copies.

Accepted at _____ on _____ .

(Signature of the competent
Guinean authority)

(Signature of the agent, preceded
by the handwritten notation
“Read and approved”)

ANNEX II

SUPPLEMENTARY CONTRACT NO. _____ TO THE CONTRACT FOR SECONDMENT TO THE GUINEAN GOVERNMENT RELATING TO MR. _____

Considering the provisions of the protocol of _____ between the Government of the French Republic and the Government of the Revolutionary People's Republic of Guinea on arrangements for the secondment and employment of French staff seconded to the Guinean Government by the French Government,

The Guinean Government extends the contract or renews the supplementary contract No. _____

expiring on _____

relating to Mr. _____

for a period expiring on _____ .

This supplementary contract confers the same entitlements and obligations on Mr. _____ as the contract or the supplementary contract No. _____ mentioned in the preceding paragraph.

In addition, for the duration of this supplementary contract, Mr. _____ shall be granted the following new conditions by the Guinean Government: (specify any conditions established under earlier commitments which the Guinean Government agrees to modify).

DONE at Paris on _____ in two original copies.

Accepted at _____ on _____ .

(Signature of the competent
Guinean authority)

(Signature of the agent, preceded
by the handwritten notation
“Read and approved”)