

No. 21774

**FRANCE
and
YEMEN**

**Agreement for cultural and technical co-operation. Signed
at Paris on 16 February 1977**

Authentic texts: French and Arabic.

Registered by France on 30 March 1983.

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et
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**Accord de coopération culturelle et technique. Signé à Paris
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Enregistré par la France le 30 mars 1983.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ FOR CULTURAL AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE YEMEN ARAB REPUBLIC

The Government of the French Republic and the Government of the Yemen Arab Republic,

Desiring to reinforce their friendly relations and to establish the general framework of their co-operation in the cultural and technical fields on the basis of equality between the Contracting Parties,

Have agreed as follows:

Article I. The two Governments shall organize the cultural and technical co-operation between the two States in the fields of education, training of administrative and technical officers, development and research. The modalities of such co-operation will be specified at a later date by means of complementary arrangements relating to this Agreement.

Article II. In order to facilitate the development of cultural and technical co-operation between the two States, the two Governments shall seek to promote the teaching of the French language in the Yemen Arab Republic, in accordance with the education regulations observed in the Yemen Arab Republic.

Article III. The Contracting Parties, recognizing the importance of training teachers of the French language and culture in Yemen, shall assist each other towards that end, in particular by arranging, wherever possible, teacher training courses and the sending of study missions.

Article IV. Each Contracting Party shall encourage the operation in its territory of such cultural, technical and scientific institutions as the two Parties may establish with the consent of the competent national authority.

Article V. The Contracting Parties shall encourage co-operation between the youth organizations accredited in each of the two States and declare that they favour the promotion of exchanges in the fields of sport and mass education.

Article VI. The Contracting Parties shall, on a reciprocal basis and in conformity with their respective national laws, facilitate the importation and distribution in their territories of the following items:

- Books, periodicals, other cultural, scientific and technical publications and catalogues relating thereto;
- Works that are filmed, put to music (in the form of scores or sound recordings), broadcast or televised;
- Works of art and reproductions thereof.

¹ Came into force on 3 October 1980, the date of the last of the notifications (effected on 29 October 1978 and 3 October 1980) by which the Contracting Parties informed each other of the completion of the required constitutional procedures, in accordance with article XV.

They shall, as far as possible, assist each other in arranging concerts, exhibitions, theatrical performances and exchange in these fields, in accordance with the regulations in force in each country.

Article VII. In order to give effect to the cultural, technical and scientific co-operation between the Contracting Parties, the French Government shall endeavour to comply with any request on the part of the Yemeni Government:

- (a) By providing teachers and experts for universities and secondary schools whose task it will be to take part in studies, give technical advice or organize retraining courses in French for Yemeni teachers of French;
- (b) By helping the Government of the Yemen Arab Republic to carry out its programmes of technical and scientific research or of economic and social development, particularly through the collaboration of French establishments and organizations specialized in those matters;
- (c) By offering scholarships for studies or for technical co-operation. The Government of the Yemen Arab Republic shall select candidates for such cultural and technical scholarships as are offered by the French Republic and shall submit their names to the French Government for approval;
- (d) By organizing, in France or in Yemen, courses of study and of professional training for technicians and other qualified nationals of Yemen;
- (e) By sending documentary material or any other means of distributing cultural, technical and scientific information, in accordance with the regulations and political provisions in force in the two countries;
- (f) By facilitating the collaboration of organizations specializing in studies relating to economic and social development.

Article VIII. A Joint Commission, the members of which shall be appointed in equal numbers by each Party respectively and to which experts may be added, shall normally meet every two years, alternately in Paris and in San'a; it shall, in the light of the results already obtained, consider the programme for subsequent years and submit it to the two Governments for approval. During the interval between the meetings of the Commission, the programme may be modified by mutual agreement.

Article IX. With regard to the physicians, teachers, experts, engineers, instructors and other French technical officers sent to Yemen under the terms of this Agreement and of the complementary arrangements mentioned in article I, where they exist, the co-operation established between the French Government and the Government of the Yemen Arab Republic shall operate on the basis of shared expenses in accordance with the following provisions:

- (a) The French Government shall bear the cost of passage and salary of officers undertaking missions in Yemen which last less than 10 months;
- (b) For missions which last 10 months or longer, the French Government shall bear the cost of passage of officers and their families. The Yemeni Government shall pay to those officers a salary, exempt from any deduction, which shall be fixed for each individual by means of a contract and which shall be at least equivalent to that which it pays to Yemeni officers of the same grade. The French Government shall, if necessary, pay a complementary salary to its nationals. No change shall be made to the arrangements for the payment of

salary to officers of the French medical mission at Ta'izz in effect on the date of signature of this Agreement;

- (c) The Government of the Yemen Arab Republic shall, irrespective of the length of any mission, provide suitable furnished accommodation for each officer and his family. The Yemeni Government shall designate technicians to work in collaboration with those officers and shall provide the latter with the facilities which they need to accomplish their mission, such as transport, offices, laboratories and free postage and telecommunication services. The French officers shall be entitled to the same medical assistance as is provided for officers of the Government of the Yemen Arab Republic.

Article X. Any French physician, teacher, expert, engineer, instructor or other technical officer sent to Yemen under the terms of this Agreement and of the complementary arrangements mentioned in article I shall, during their stay in the territory of that State, be governed by the following provisions:

- (a) The Government of the Yemen Arab Republic shall grant exemption from any customs duties and any other fiscal charge in respect of the household and personal effects imported by any officer or member of his family within six months of the date of his assuming duty, provided that such effects shall be re-exported upon completion of the officer's mission; in the event that they are resold in Yemen, the customs duties applicable to their appraised value at the time of sale shall be paid unless the new purchaser is also entitled to the same privileges.

The term "personal effects" shall include, for each family, one motor vehicle, one refrigerator, one freezer, one radio set with record player and tape recorder, one television set and one air-conditioner as well as, for each person, one camera and its normal accessories. With respect to the motor vehicle, the said exemptions shall be automatically renewed in accordance with customs regulations;

- (b) Members of French missions covered by this Agreement shall be exempted in Yemen from all taxes on the salary paid by the French Government in accordance with the procedures set forth in article IX above;
- (c) In the event that the competent authorities of the Yemen Arab Republic should implement regulations restricting transfers of funds abroad, any French officer to whom this Agreement applies shall be entitled to transfer in full the portion of the salary to him by the French Government in Yemeni currency. He shall also be entitled, upon the completion of his mission in the Yemen Arab Republic, to convert into French francs and freely transfer his personal savings up to an amount not exceeding 50 per cent of the salary paid to him by the Government of the Yemen Arab Republic in the course of his mission;
- (d) The Government of the Yemen Arab Republic shall grant to an officer to whom this Agreement applies and to his family, during his mission, including the time taken for travelling, such privileges and immunities as may be necessary to facilitate the performance of his duties. In particular, the officer shall be entitled to the following immunities and privileges:
1. The Government of the Yemen Arab Republic shall authorize him to enter and leave Yemen freely and without restriction and shall not levy any charge on him in respect of administrative formalities;

2. The Government of the Yemen Arab Republic shall grant him such immunities from legal process in respect of any act, written or spoken word or omission arising as a result of the performance of his duties during his stay as are set forth in those provisions of the Convention on the Privileges and Immunities of the United Nations (adopted by the General Assembly on 13 February 1946)¹ which apply to technical assistance experts.

However, those provisions shall not apply in the case of a civil suit brought by a third person in respect of damages resulting from an accident caused by a motor vehicle belonging to or driven by the officer, nor for such acts arising from wilful misconduct or due to gross negligence as may be determined by mutual agreement between the two Governments;

3. In the event of any emergency or international crisis, the Government of the Yemen Arab Republic shall, as far as possible, ensure the repatriation of the officer and his family.

In general, with respect to cases not specifically mentioned in this Agreement, the Government of the Yemen Arab Republic shall apply to the officer and his family, their property, assets and salaries, the treatment accorded in Yemen to the experts of the specialized agencies of the United Nations as set forth in subparagraph 2.

Article XI. Whenever the French Government provides the Government of the Yemen Arab Republic, or such associations or bodies as may be mutually agreed upon, with any machinery, instruments, equipment or cultural articles and books, the Government of the Yemen Arab Republic shall authorize such articles to be imported free of any customs duties, prohibitions and restrictions relating to importation or re-exportation, or any other fiscal charge.

Article XII. The complementary arrangements provided for in article I of this Agreement shall, in each case, specify the nature and duration of each mission of experts and teachers, as well as the means, both as regards staff and material, which the Government of the Yemen Arab Republic shall place at the disposal of the mission.

Article XIII. The provisions of this Agreement shall likewise apply to physicians, teachers, experts, engineers, instructors and other French technical officers already performing in Yemen duties that are similar to those specified in this Agreement.

Article XIV. The two Contracting Parties shall study the problem of equivalence between diplomas and scientific qualifications at all levels in the two countries.

Article XV. Each Contracting Party shall notify the other of the completion of the constitutional procedures required to bring this Agreement into force. The Agreement shall come into force on the date of the last such notification.

Article XVI. This Agreement is concluded for a period of six years from the date of its coming into force. It shall be automatically renewed, unless it is denounced at least six months before the end of the period of six years. Where this Agreement is renewed, it may be denounced at any time by either Party, this denunciation taking effect six months after its notification.

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

Article XVII. This Agreement may be amended by agreement between the two Parties at the request of either Party.

DONE at Paris on 16 February 1977, in four original copies, in the French and Arabic languages, both texts being equally authentic.

For the Government
of the French Republic:

[Signed]

PIERRE-CHRISTIAN TAITTINGER

For the Government
of the Yemen Arab Republic:

[Signed]

ABDALLAH ALASNAG