

No. 21839

FRANCE
and
TOGO

General Agreement on technical co-operation (with exchanges of letters and protocols). Signed at Lomé on 23 March 1976

Authentic text: French.

Registered by France on 12 April 1983.

FRANCE
et
TOGO

Accord général de coopération technique (avec échanges de lettres et protocoles). Signé à Lomé le 23 mars 1976

Texte authentique : français.

Enregistré par la France le 12 avril 1983.

[TRANSLATION—TRADUCTION]

GENERAL AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN
THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE TOGOLESE REPUBLIC

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

Desiring to maintain and develop relations in the field of technical and cultural co-operation based on respect for the sovereignty of the two States,

Being anxious to see such co-operation initiated by experts and advisers and progressively to limit the assistance rendered by French personnel in the management of Togolese public services,

Have agreed as follows:

Article I. The Government of the French Republic agrees to render as far as possible to the Government of the Togolese Republic such aid as the latter may request for the operation of its administrative, technical and cultural public services and establishments. The aid may take the form of either special assistance for carrying out certain missions with specific objectives or the assignment of officials covered by the provisions of this Agreement.

TITLE I. ARRANGEMENTS FOR THE ASSIGNMENT OF OFFICIALS

Article II. The Government of the Togolese Republic shall each year submit to the French Government, in due time, a list of the functions and posts which it wishes to entrust to French personnel during the following year. For each post, the list shall indicate the duty station or stations.

After considering the list, the French Government shall transmit to the Togolese Government the list of the posts which it agrees to fill and shall submit the relevant list of candidates for its approval.

The Government of the Togolese Republic shall make known its decision in respect of the candidates within a period of one month.

If the exigencies of this service so require, an official may, with the approval of the Ambassador of France, be temporarily assigned to another duty station for a period not exceeding three months.

Article III. The period of assignment shall include the tour of duty and the leave following that tour of duty. In the case of personnel subject to the system of annual leave, however, it shall include two consecutive tours of duty and the leave entitlement.

Article IV. The Government of the French Republic and the Government of the Togolese Republic reserve the right to terminate the assignment at any time, provided that each Government simultaneously notifies the other and the official concerned, giving three months notice from the date of such notification.

Where the assignment is terminated prematurely by decision of the Government of the Togolese Republic, all the costs of return travel shall be borne by that Government.

¹ Came into force on 1 September 1981, i.e., the first day of the second month following the exchange of the notifications (effected at Paris on 22 June and 30 July 1981) confirming the completion of the required procedures, in accordance with article XV.

In exceptional cases and where, in the view of either Government, the retention of the official in his post proves impossible, the Government of the French Republic and the Government of the Togolese Republic may disregard the obligation to give notice. The grounds for the decision to disregard the said obligation must be stated.

TITLE II. CONDITIONS OF EMPLOYMENT

Article V. Technical co-operation personnel made available to the Government of the Togolese Republic shall carry out their duties under the authority of that Government and shall be obliged to comply with its regulations and instructions.

Their functions shall include the duty of training Togolese officials serving with them.

They shall be bound by the obligation to exercise professional discretion in all matters relating to facts or information of which they have knowledge in the performance of their duties.

They shall refrain from any act which may be detrimental to the Government of the Togolese Republic.

The two Governments undertake not to require of personnel covered by this Agreement any act or manifestation incompatible with this service.

In the performance of their duties, personnel to whom this Agreement applies shall receive aid and protection from the Government of the Togolese Republic.

Article VI. The Government of the Togolese Republic shall submit to the French representatives annual performance reports on the officials made available to it under this Agreement.

Article VII. Personnel made available to the Government of the Togolese Republic shall remain subject to the system of leave and travel guaranteed to technical co-operation officials in their category.

Article VIII. In the case of professional misconduct, officials made available to the Government of the Togolese Republic under this Agreement shall be returned to the Government of the French Republic. In such cases, the return travel costs shall be borne by the Government of the French Republic.

The Government of the Togolese Republic shall bear the cost of damages caused, in the exercise of or in carrying out their duties, by the officials made available to it by the Government of the French Republic.

At the request of the Government of the Togolese Republic, the Government of the French Republic shall bear the costs of compensation for damage caused by its officials where such damage results from professional misconduct.

TITLE III. FINANCIAL PROVISIONS

Article IX. The Government of the French Republic shall bear the costs of:

- The remuneration and family allowances which personnel seconded to the Togolese Republic may claim under French regulations, under the terms agreed upon by the two Governments;
- Transport of the personnel and their families, and of their baggage, from their place of residence to Lomé and, at the time of repatriation, from Lomé to their place of residence, subject to the provisions of article IV above;
- The travel allowances applicable to the above journeys, subject to the same reservation;
- The contributions necessary to maintain the pension rights of the official concerned under the relevant French regulations.

Article X. The Government of the Togolese Republic shall bear the costs under the terms of its own regulations, of emoluments or allowances for expenses, or remuneration for actual overtime, emoluments representing rebates or refunds of taxes or customs duties, and travel or mission expenses and allowances incurred inside or outside the Togolese Republic pursuant to a decision of the Government of that Republic, hospital emoluments, benefits in kind attaching to the post specified in the letter of appointment.

TITLE IV. MISCELLANEOUS PROVISIONS

Article XI. The Togolese Government shall provide to the personnel seconded to it:

—A monthly fixed-rate housing and furniture allowance for which the amount and payment arrangements shall be determined as agreed upon by the two Governments in an exchange of letters;

—Medical care, medicaments and hospital facilities for the personnel and their families on the same footing and in the same manner as for Togolese civil servants.

French technical assistance personnel shall be authorized to keep, during their assignment, one vehicle per household on a temporary basis, for their exclusive personal use.

Article XII. French technical assistance personnel shall be liable in Togo to payment of the progressive tax on earned income in accordance with Togolese law.

The following amounts of the income paid under contract by the French Government to the personnel concerned shall be included in the gross tax base:

(a) For the period of stay in Togo: gross base remuneration paid under contract to the person concerned;

(b) For the period of leave: gross salary plus the residence allowance.

These amounts shall be subject to 10 per cent deduction.

For personnel whose remuneration is not determined by contract, the taxable gross amount in respect of the period of actual stay shall be determined by applying to the total remuneration received less all family benefits, the ratio existing for personnel whose remuneration is determined by contract, between the gross base remuneration, as the numerator, and the total amount of their salary during their stay in Togo less family benefits as the denominator.

The taxable gross income paid by the French Government, and the mandatory payments made by the personnel concerned which are deductible under Togolese law, shall be reported to the Togolese authorities before 1 March of each year.

Article XIII. The French Government agrees to make available as far as possible to the Togolese Government expert missions of limited duration for specific objectives.

Expert missions shall not exceed six months. The costs thereof shall be borne entirely by the French Government. The provisions of articles V and VIII above shall apply during expert missions.

Article XIV. The procedures for the implementing of this Agreement shall be considered, as the need arises, at periodic meetings between the representatives of the two Governments.

Article XV. This Agreement abrogates and supersedes the General Agreement on technical co-operation between the French Republic and the Togolese Republic of 10 July 1963.¹

¹ United Nations, *Treaty Series*, vol. 722, p. 87.

It is concluded for a period of five years and may be renewed by tacit agreement unless terminated by one of the Contracting Parties.

Notification of termination shall be given through the diplomatic channel at least six months in advance.

This Agreement shall enter into force on the first day of the second month following the exchange of instruments attesting to the completion of the procedures required to that effect in each of the two States.

The exchange shall take place at Paris as soon as possible.

DONE at Lomé, on 23 March 1976, in two originals.

For the Government
of the French Republic:

[Signed]

JEAN DE LIPKOWSKI
Minister for Co-operation

For the Government
of the Togolese Republic:

[Signed]

AYI HOUENOU HUNLEDE
Minister for Foreign Affairs

EXCHANGES OF LETTERS

I a

Lomé, 23 March 1976

Sir,

Article XI, paragraph 1, of the General Agreement on technical co-operation provides for a fixed monthly housing and furniture allowance to be paid by the Togolese Government to technical co-operation personnel seconded to it, the amount and details of which are to be determined by agreement between the two Governments.

Following exchanges of views between our two delegations, the following monthly rates have been agreed:

- Single person 40,000 CFA francs
- Household without children 45,000 CFA francs

to which should be added 5,000 CFA francs per child, the ceiling being set at 60,000 CFA francs.

The allowance is payable for the duration of the stay of officials in Togo, including intervening leave for personnel entitled to annual leave, and school vacation leave for teachers. It is to be paid directly to the personnel through the Togolese Government.

The Togolese Government is to pay officials who so request, on their first arrival in Togo, an advance corresponding to three months' allowance.

French technical assistance personnel will be authorized to purchase in Togo, free of duties and taxes, the following routine household items: 1 refrigerator, 1 air conditioner and 1 stove (a maximum of 2 air conditioners for households with children).

Where it is impossible to procure these items on the local domestic market, importation will be authorized on the same basis.

The same shall apply when new officials, coming from a foreign country and seconded to the Togolese Republic, arrive in Togo with similar articles already used in their country of origin.

The foregoing provisions may, as the need arises, be considered in the Main Commission.

I have the honour to request you to confirm your agreement with these provisions,
Accept, Sir, etc.

Lomé, 23 March 1976.

[Signed]
JEAN DE LIPKOWSKI
Minister for Co-operation
of the French Republic

His Excellency Mr. Ayi Houenou Hunlede
Minister for Foreign Affairs
of the Togolese Republic

II a

Lomé, 23 March 1976

Sir,

You kindly addressed to me, on today's date, the following letter:

[See letter I a]

I have the honour to inform you that the provisions in that letter meet with the
agreement of the Togolese Government.

Accept, Sir, etc.

[Signed]
AYI HOUENOU HUNLEDE
Minister for Foreign Affairs
of the Togolese Republic

His Excellency Mr. Jean de Lipkowski
Minister for Co-operation
of the French Republic

I b

Lomé, 23 March 1976

Sir,

Article XI, paragraph 1, of the General Agreement on technical co-operation signed
at Lomé on 23 March 1976 provides for a fixed monthly housing and furniture allowance
to be paid by the Togolese Government to French technical assistance personnel seconded
to it, the amount of the allowance to be determined by agreement between the two
Governments.

The exchanges of views between our two Governments have brought to light the
need to make an exception in the case of national service volunteers who, in view of
their special legal situation, their short stay in Togo and their modest remuneration, cannot
be equated with technical assistance public service personnel.

Consequently, I have the honour to propose that the Togolese Government should pay a fixed monthly supplementary allowance of 10,000 CFA francs to national service volunteers, so as to take account of the discharge of the above-mentioned specific service obligations.

I should be grateful if you would kindly inform me whether this proposal has the approval of the Togolese Government.

Accept, Sir, etc.

Lomé, 23 March 1976.

[Signed]
JEAN DE LIPKOWSKI
Minister for Co-operation
of the French Republic

His Excellency Mr. Ayi Houenou Hunlede
Minister for Foreign Affairs
of the Togolese Republic

II b

Lomé, 23 March 1976

Sir,

You addressed to me a letter of today's date which reads as follows:

[See letter I b]

I have the honour to inform you that the provisions in that letter have the approval of the Togolese Government.

Accept, Sir, etc.

[Signed]
AYI HOUENOU HUNLEDE
Minister for Foreign Affairs
of the Togolese Republic

His Excellency Mr. Jean de Lipkowski
Minister for Co-operation
of the French Republic

ADDITIONAL PROTOCOL CONCERNING JUDICIAL PERSONNEL
MADE AVAILABLE TO THE TOGOLESE REPUBLIC

The Government of the French Republic, on the one hand, and
The Government of the Togolese Republic, on the other,
Have agreed as follows:

Article I. The purpose of this Additional Protocol is to determine, within the framework of the General Agreement on technical co-operation relating to personnel, the special conditions for co-operation between the French Republic and the Togolese Republic with regard to judicial

personnel. The provisions of the General Agreement shall be applicable to judicial personnel in so far as they are not waived by the provisions of this Additional Protocol.

Article II. The French Republic undertakes to carry out the professional training of candidates for judicial posts who are nationals of the Togolese Republic. With a view to enabling the Togolese Republic to ensure the operation of its judicial institutions, the Government of the French Republic undertakes to make available to it, as far as possible, the judicial personnel which it requires.

Article III. Subject to the provisions of this Additional Protocol, the judicial personnel made available to the Togolese Republic shall continue to be governed by the statutory provisions applicable to them.

Article IV. The judicial personnel made available to the Togolese Republic shall enjoy the independence, immunities, guarantees, privileges, honours and prerogatives to which the members of the judicial service of the Togolese Republic are entitled.

The Togolese Republic shall protect such judicial personnel against any threats, insulting or defamatory acts or utterances, attacks and coercion of any kind to which they might be subject in the exercise or in connection with the exercise of their duties and shall, where necessary, make good the damage suffered as a result.

They may not be challenged in any way regarding decisions in which they participate, utterances which they make in court or acts relating to their duties.

They shall assume their duties only after taking an oath in the manner prescribed for members of the judicial service of the Togolese Republic.

Article V. The judicial personnel made available to the Togolese Government shall not receive any new assignment without their consent except for the purpose of ensuring the necessary continuity of service in case of appointment in an acting capacity to a post at least equivalent to that which they occupy, with the approval of the Commission referred to in article VIII.

Article VI. Where, following promotion to a higher grade or appointment to a post in a new group in his own service, a judicial officer requests that his assignment should be terminated, the request shall automatically be granted unless the Government of the Togolese Republic can appoint him to a post corresponding to the new grade or new group. In that event, the Government of the French Republic shall make all the necessary arrangements to ensure the replacement of the judicial officer before his departure.

Article VII. Except in the case of judicial personnel who are governed by the statutes of the Togolese judicial service or are on secondment, a judicial officer may not be entrusted with judicial functions which give him authority over judicial personnel belonging to a grade higher than his own in his original service.

Article VIII. No correctional or criminal proceedings may be instituted against a judicial officer except with the approval of a commission composed of two judges appointed by the Togolese Minister of Justice and two highest ranking senior French judges made available to the Togolese Republic.

The Commission shall elect its own chairman. If the votes are equally divided, the Commission shall be deemed to have disapproved the institution of proceedings. The Commission shall be convened by the Togolese Minister of Justice. The opinion of the Commission, shall, where necessary, be transmitted to the competent State Counsel's office.

If the proceedings are instituted, the Government of the French Republic shall be kept informed and the judicial officer against whom the proceedings are being taken shall enjoy the privilege of jurisdiction laid down in the legislation applicable in Togo at the time of entry into force of the present Agreement.

Article IX. This Protocol supersedes and abrogates the Protocol concerning judicial personnel made available to the Togolese Republic of 10 July 1963.¹

¹ United Nations, *Treaty Series*, vol. 722, p. 87.

DONE at Lomé, on 23 March 1976, in two original copies.

For the Government
of the French Republic:

[Signed]

JEAN DE LIPKOWSKI
Minister for Co-operation

For the Government
of the Togolese Republic:

[Signed]

AYI HOUENOU HUNLEDE
Minister for Foreign Affairs

PROTOCOL IMPLEMENTING ARTICLE IX OF THE GENERAL AGREEMENT ON
TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE
FRENCH REPUBLIC AND THE GOVERNMENT OF THE TOGOLESE
REPUBLIC

The Government of the French Republic, on the one hand, and
The Government of the Togolese Republic, on the other,
Have agreed as follows:

Article I. Pursuant to the provisions of article IX of the General Agreement on technical co-operation between the French Republic and the Togolese Republic, the Government of the Togolese Republic shall pay, as from the date of entry into force of the General Agreement on technical co-operation, as a contribution towards the costs of remunerating technical assistance personnel placed at its disposal, for each official during the entire period of secondment, including the length of statutory administrative leave following the completed tour of duty, a monthly lump-sum of 40,000 CFA francs, equivalent to 800 French francs.

Article II. A revenue order, drawn up on the basis of a staffing level on 1 January and including personnel on duty or on statutory leave, shall be issued by the Government of the French Republic and shall cover the period from 1 January to 30 November.

The amount of this revenue order shall be paid by the Government of the Togolese Republic before 1 December.

The revenue order for the month of December shall be a corrective order to take into account actual staffing levels between 1 January and 30 November.

The revenue order for the month of December shall be settled before 31 March of the following year.

The above-mentioned provisions shall, as the need arises, be considered through the Grand Commission.

Article III. This Protocol shall enter into force on the same date as the General Agreement on technical co-operation between the French Republic and the Togolese Republic.

DONE at Lomé, on 23 March 1976.

For the Government
of the French Republic:

[Signed]

JEAN DE LIPKOWSKI
Minister for Co-operation

For the Government
of the Togolese Republic:

[Signed]

AYE HOUENOU HUNLEDE
Minister for Foreign Affairs