

No. 21968

FRANCE
and
AGENCY FOR CULTURAL AND TECHNICAL
CO-OPERATION

**Agreement supplementing the Headquarters Agreement of
30 August 1972 and concerning the status of the Inter-
national School of Bordeaux (with exchange of letters).
Signed at Paris on 10 June 1980**

Authentic text: French.

Registered by France on 27 June 1983.

FRANCE
et
AGENCE DE COOPÉRATION CULTURELLE
ET TECHNIQUE

**Accord complétant l'Accord de siège du 30 août 1972 et
relatif au statut de l'École internationale de Bordeaux
(avec échange de lettres). Signé à Paris le 10 juin 1980**

Texte authentique : français.

Enregistré par la France le 27 juin 1983.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE FRENCH REPUBLIC AND THE AGENCY FOR CULTURAL AND TECHNICAL CO-OPERATION SUPPLEMENTING THE HEADQUARTERS AGREEMENT OF 30 AUGUST 1972² AND CONCERNING THE STATUS OF THE INTERNATIONAL SCHOOL OF BORDEAUX

The Government of the French Republic and the Agency for Cultural and Technical Co-operation,³ considering article XXI *bis* of the Agreement between the French Government and the Agency for Cultural and Technical Co-operation concerning the headquarters of the Agency and its privileges and immunities in French territory² and desiring to define by this Agreement the status of the International School of Bordeaux, have agreed as follows:

I. The International School of Bordeaux is a subsidiary body of the Agency under article XXI *bis* of the Agreement between the Government of the French Republic and the Agency for Cultural and Technical Co-operation concerning the headquarters of the Agency and its privileges and immunities in French territory of 30 August 1972. The provisions of the Headquarters Agreement shall apply to it as follows:

II. 1. For the international School of Bordeaux, the Agency shall enjoy immunity from every form of legal process except where in any particular case the Agency, by notification from its Secretary-General or his representative, has expressly waived immunity.

2. The movable property of the Agency assigned to the School, wheresoever located, shall be immune from any measure of execution except where the Agency, by notification from its Secretary-General or his representative, has expressly waived immunity.

3. The property referred to in paragraph 2 above shall be immune from requisition, confiscation and sequestration as well as from any other form of administrative or judicial restraint.

III. The archives of the Agency located in the premises of the School shall be inviolable.

IV. The Agency shall be exempt from all direct taxes for the School; the same applies to the assets, income and other property of the Agency assigned to the School. This exemption shall not, however, extend to charges for services rendered.

V. Books, documents and microfilms exposed destined for the school shall be exempt from payment of import or export duties and of turnover tax.

Articles belonging to the categories of goods specified in the preceding paragraph shall also be exempt, on import or export, from all measures of prohibition or restriction.

Goods imported under such exemption may not be transferred or lent in French territory except under conditions previously agreed to by the competent French authorities.

VI. The Agency shall pay, under general laws and regulations, indirect taxes which form part of the cost of goods sold to the School or services rendered to it.

Nevertheless, turnover taxes levied for the benefit of the State budget which relate to the purchase of books, publications, documents and microfilms may be reimbursed

¹ Came into force on 12 March 1982, i.e., the thirtieth day following the date of the last of the notifications (effected on 2 November 1981 and 10 February 1982) by which the Parties informed each other that it had been approved, in accordance with article XI.

² United Nations, *Treaty Series*, vol. 961, p. 263.

³ For the text of the Convention establishing the Agency, see United Nations, *Treaty Series*, vol. 1095, p. 277.

under conditions to be mutually agreed upon between the Agency and the competent French authorities.

VII. 1. The Government of the French Republic shall not, except where such action is justified by reason of public order, in any way impede the movement across its frontiers to or from the School of any person having official duties there or invited by it or of trainees.

2. The persons specified in this article are not exempt from the application of any quarantine or public health regulations in force.

VIII. Staff members of the Agency assigned to the School, including the head of the School, shall be covered by the provisions of article XVI of the Headquarters Agreement, subject to the provisions of article XVII thereof.

IX. 1. The privileges and immunities provided for in this Agreement are not intended for the personal benefit of those concerned. They are designed solely to ensure the efficient operation of the School.

2. The Secretary-General or, in his absence, his representative shall have the right and the duty to waive this immunity when they consider that it would impede the normal course of justice and that it may be waived without prejudice to the interests of the Agency.

X. The provisions of this Agreement shall in no way affect the right of the Government of the French Republic to adopt all measures it may consider appropriate in the interests of the security of France and the maintenance of public order.

XI. This Agreement shall be approved by the Government of the French Republic and by the Agency. Each of the parties shall notify the other of its approval of the Agreement, which shall enter into force on the thirtieth day after the date of the last such notification.

XII. The provisions of this Agreement shall remain in force for as long as the provisions of the Headquarters Agreement between the Government of the French Republic and the Agency for Cultural and Technical Co-operation of 30 August 1972 are themselves in force.

This Agreement may be denounced by either Party on two years' notice.

DONE in Paris on 10 June 1980.

For the Government
of the French Republic:

[Signed]

JEAN-MARIE LE BRETON

For the Agency for Cultural
and Technical Co-operation:

[Signed]

DANKOULODO DAN DICKO

EXCHANGE OF LETTERS

I

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS
POLITICAL AFFAIRS DIVISION
French Services

Paris, 10 June 1980

Sir,

As was agreed on the occasion of negotiating the Agreement between the Government of the French Republic and the Agency for Cultural and Technical Co-operation supplementing the Headquarters Agreement of 30 August 1972 and concerning the status of the International School of Bordeaux, signed this day in Paris, I have the honour to

specify for you below the procedures for the application by the French authorities of certain articles of that Agreement:

(1) The provisions of the letter interpreting the Headquarters Agreement of 30 August 1972 are applicable to the International School of Bordeaux to the following extent:

(2) *Article V.* Imports and exports under this article must be carried out in conformity with the foreign exchange regulations applicable to such operations.

(3) *Article VI.* It is understood that purchases by the Agency on the French market shall be considered substantial when they give rise to turnover tax of at least 250 francs.

(4) *Article VIII.* The expression "staff members of the Agency assigned to the School" shall refer to persons employed by contract by the Agency in permanent administrative positions at the School, who devote all their professional activity to the latter. This provision applies limitatively to five persons.

The staff members referred to in the preceding paragraph shall enjoy the same advantages and be subject to the same obligations as staff members assigned to the headquarters of the Agency.

(5) It is understood that the Agency shall communicate to the competent French authorities a list of the names of staff members entitled to benefit from the provisions of the Agreement, indicating their rank.

If the interpretation of the above-mentioned articles meets with your approval, I have the honour to propose that this letter and your reply should constitute an agreement between the French Government and the Agency on this subject.

Accept, Sir, etc.

For and on behalf of the Minister,
copy certified in conformity with the original:

[Signed]

JEAN-MARIE LE BRETON

Mr. Dankoulodo Dan Dicko
Secretary-General of the Agency
for Cultural and Technical Co-operation
Paris

II

AGENCY FOR CULTURAL AND TECHNICAL CO-OPERATION PARIS

Paris, 10 June 1980

Sir,

In a letter of today's date, you state as follows:

[See letter I]

I have the honour to inform you that the above provisions meet with the approval of the Secretariat of the Agency for Cultural and Technical Co-operation.

Accept, Sir, etc.

[Signed]

M. DANKOULODO DAN DICKO

His Excellency Mr. Jean François-Poncet
Ministry of Foreign Affairs