

No. 21967

FRANCE
and
SEYCHELLES

Convention concerning personnel assistance provided by the Government of the French Republic to the Government of the Republic of Seychelles (with protocols). Signed at Victoria on 22 October 1976

Authentic text: French.

Registered by France on 27 June 1983.

FRANCE
et
SEYCHELLES

Convention relative au concours en personnel apporté par le Gouvernement de la République française au Gouvernement de la République des Seychelles (avec protocoles). Signée à Victoria le 22 octobre 1976

Texte authentique : français.

Enregistrée par la France le 27 juin 1983.

[TRANSLATION — TRADUCTION]

CONVENTION¹ CONCERNING PERSONNEL ASSISTANCE PROVIDED BY
THE GOVERNMENT OF THE FRENCH REPUBLIC TO THE GOVERN-
MENT OF THE REPUBLIC OF SEYCHELLES

The Government of the French Republic,
The Government of the Republic of Seychelles,
Conscious of the bonds which unite them,
Anxious to promote the full development of their relations at the cultural, linguistic,
scientific, technical and economic levels, in a spirit of mutual assistance and understand-
ing, have agreed as follows:

Article I. The Government of the French Republic shall, to the best of its ability, make available to the Government of the Republic of Seychelles the personnel whom the latter requires; such provision of personnel shall be independent of any assistance which is the subject of special conventions relating either to the operation of certain services or institutions or to the execution of temporary missions with specific objectives.

Part I. PROCEDURES FOR THE ASSISTANCE PROVIDED BY THE FRENCH REPUBLIC

Article II. The two Governments shall draw up by mutual agreement a list of posts which may be held by personnel subject to the rules of the French civil service and made available to the Republic of Seychelles. This list shall be reviewed annually, as necessary.

For each post which the Government of the Republic of Seychelles wishes to fill in this way, a job description shall be prepared stating the qualifications required, the nature of the functions and the place of residence.

The competent French authority shall, to the best of its ability, second to the Republic of Seychelles the personnel requested.

In the event of termination of service prior to the end of the normal tour of duty as it is specified in article V below, the Government of the French Republic shall provide, to the best of its ability, replacements for the outgoing personnel.

Article III. Within the framework of agreements, particularly cultural agreements, concluded between the two Governments, the French Republic shall facilitate, to the very best of its ability, the training or advanced training of Seychelles nationals presented by the Government of the Republic of Seychelles.

Article IV. With a view to filling the posts referred to in article II, first paragraph, the Government of the French Republic shall at the earliest possible date, submit to the Government of the Republic of Seychelles the candidatures of personnel whom it intends to make available for service in the territory of the latter.

On receipt of the candidatures, the Government of the Republic of Seychelles shall have two months in which to approve the candidates proposed or to reject them.

¹ Came into force on 1 February 1983, i.e., the first day of the second month following the exchange of the instruments of approval (effected on 30 June and 30 December 1982), in accordance with article XIX.

Once this time-limit has expired, or in the event of rejection, the personnel who have not been accepted shall revert to the jurisdiction of the Government of the French Republic.

The latter shall, however, as far as possible, submit new proposals which may be accepted or rejected on the conditions set forth above.

Article V. On receipt of the notification of acceptance of the proposed candidates by the Republic of Seychelles, the competent French authority shall announce the assignment of the official concerned to that Republic, in principle, for a period of two years, which may be renewed by agreement between the parties concerned.

The appointment of accepted candidates to the post in question shall be announced by decision of the competent authority of the Republic of Seychelles and shall be for the same period as the assignment starting from the date of their arrival in the territory of that Republic.

Any transfer of an official covered by this Convention which is contemplated by the Government of the Republic of Seychelles and which would result in a change of duty station or in the level or nature of the post to which he was appointed by virtue of article IV above, shall be the subject of an agreement between the two Governments.

Article VI. The French technical co-operation personnel serving in the Seychelles on the date of entry into force of this Convention shall be subject to its provisions.

However, the expiry of the period of assignment specified in article V above shall, in their case, coincide with the termination of their tour of duty under the relevant regulations and the corresponding leave entitlement.

Article VII. On expiry of the period laid down in article V above, the personnel shall automatically revert to the jurisdiction of the French authorities.

This period may, however, be extended by up to six months, except in case of *force majeure* or health reasons, by a simple exchange of letters at least one month before the expiry of the normal term.

Article VIII. The Government of the French Republic and the Government of the Republic of Seychelles reserve the right to terminate an assignment or post at any time, provided that they notify simultaneously the other Government and the person concerned through the competent French authority, giving three months' notice from the date of such notification.

As an exceptional measure and in cases where, in the estimation of either of the two Governments, serious difficulties might occur if the person concerned remained in his post, the Government of the French Republic or the Government of the Republic of Seychelles may disregard the requirement to give advance notice.

The reasons for the decision must be stated.

Whenever a period of assignment is terminated prematurely by decision of the Republic of Seychelles, unless such decision is prompted by professional misconduct or a punishable offence on the part of the accused official, all the costs of the return passage in accordance with French regulations shall be borne by the Republic of Seychelles.

Such termination of assignment shall not preclude the replacement of the person concerned on the conditions set forth in article II above.

Article IX. Subject to the provisions of article VI above, the granting to personnel of such official leave as they are entitled to under the regulations in force in the French Republic shall not terminate the assignment defined by this Convention.

Evacuation of personnel for health reasons, convalescent leave and extended leave granted outside the territory of the Republic of Seychelles shall terminate the assignment.

The same shall apply to sick leave when it involves repatriation.

The costs of repatriation or evacuation for health reasons shall be borne by the French Republic.

Part II. RECIPROCAL OBLIGATIONS OF THE GOVERNMENTS
AND THE PERSONNEL

Article X. Officials made available to the Government of the Republic of Seychelles under this Convention shall carry out their duties under the authority of the Government of that country and shall be obliged to comply with its regulations and instructions.

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 likely to reflect unfavourably on the Government of the French Republic or the Government of the Republic of Seychelles.

The two Governments shall also undertake not to require of officials covered by this Convention any act or manifestation not connected with their duties.

In the performance of their duties, the officials covered by this Convention shall, in general, receive aid and protection from the Government of the Republic of Seychelles.

The Government of the Republic of Seychelles undertakes to make good any damage caused by officials assigned to it by the Government of the French Republic in the performance, or in connection with the performance, of their duties.

When damage is the result of personal misconduct by the official, the Government of the French Republic shall represent that official for the purpose of reimbursing any compensation which the Government of the Republic of Seychelles may have been required to pay, and the Government of the French Republic shall, if necessary, seek to collect that amount from the French official concerned.

Article XI. The personnel seconded for service with the Republic of Seychelles may not engage in any gainful activity. As an exceptional measure and when this is not contrary to the general interest, this prohibition may be waived by decision of the Government of the Republic of Seychelles. When the spouse of one of the officials assigned to the Republic of Seychelles engages in any private gainful activity in the territory of that State, the person concerned shall make a declaration to that effect to the office of the French representative and to the competent Seychelles authority who may, by joint decision, take appropriate measures to safeguard the interests of the service.

Article XII. The Government of the Republic of Seychelles shall forward to the Government of the French Republic annual reports on the manner in which the personnel seconded to it under this Convention have performed their duties. It shall be understood and agreed that, in every case, the performance files shall be transmitted in full.

Article XIII. Officials made available to the Government of the Republic of Seychelles under this Convention shall not incur any administrative penalty on the part of that Government other than their return, on stated grounds, to the Government of the French Republic.

Part III. APPORTIONMENT OF FINANCIAL COSTS

Article XIV. The Government of the French Republic shall bear the cost of:

- The remuneration and family allowances, in accordance with French regulations, of the personnel seconded to the Republic of Seychelles;
- Transportation of each official and his family from his place of residence to the point of entry in the Republic of Seychelles and, at the time of repatriation, from the point

of departure in the Republic of Seychelles to his place of residence as determined by French regulations;

- The travel allowance applicable to the above journeys, subject to the same reservation;
- The contribution necessary to maintain the official's pension rights in accordance with the rates in force under the regulations of the French Republic.

Article XV. The Government of the Republic of Seychelles shall pay the Government of the French Republic a monthly grant for each official seconded to it as a contribution to the costs of their remuneration.

Procedures for this contribution shall be specified in an implementing protocol.

Article XVI. The Government of Seychelles shall provide the personnel concerned with the benefits in kind attaching to the post specified in the letter of appointment. Housing and furniture shall, in any case, be provided having regard to the post occupied and the family status of the officials concerned. However, the Government of the Republic of Seychelles may substitute these benefits by a compensatory allowance in an amount ranging from seven hundred and fifty (750) to one thousand (1,000) rupees in the case of a single man, or from one thousand two hundred and fifty (1,250) to one thousand seven hundred and fifty (1,750) rupees in the case of a married man. These figures may be revised by agreement between the Parties.

Such officials shall receive medical treatment, drugs and hospital care for themselves and their family on the same grounds and on the same conditions as permanent officials in the service of the Government of the Republic of Seychelles.

Except in the case of specific allowances attaching to the post held or function exercised, expenses or allowances relating to any travel in Seychelles territory, reimbursement of expenses, or allowances for overtime or leave provided for by law in the Republic of Seychelles, a list of which shall be communicated to the Government of the French Republic, the Government of Seychelles shall not grant to the personnel covered by this Convention any special remuneration in their personal capacity.

The Republic of Seychelles shall be responsible for all the expenses mentioned above as long as the official assigned to it remains in its territory and for the duration of any travel and mission outside the Republic undertaken in accordance with the decision of the Government of the Republic of Seychelles.

Article XVII. French experts sent to the Republic of Seychelles under this Agreement and any supplementary arrangement which may be made shall be subject to the same obligations as experts from international organizations and, in addition, during their stay in the territory of that State, shall be subject to the following régime:

(a) 1. The Government of the Republic of Seychelles shall exempt from all customs duties the furniture and personal effects brought into the country by the experts appointed under this Agreement, and their families, within six months of their arrival on duty, provided that such articles were owned and used by the persons concerned prior to their departure from their previous residence;

2. These experts shall also be exempted in the Republic of Seychelles from income tax and personal tax or any other kind of tax or charge set by the laws that are currently in effect or those which may come into effect in the future in the territory of the Republic of Seychelles save for charges on services rendered. This exemption shall not apply to income of any kind originating in the Seychelles;

(b) 1. The Government of the Republic of Seychelles shall exempt experts and their families from all customs duties on the import or duty-free purchase, once every three years, of an automobile, a refrigerator and one air conditioner per room;

2. One automobile, one refrigerator or one air conditioner imported or purchased duty free on the conditions described above shall be subject to *ad valorem* customs duty

if resold within the Republic of Seychelles to anyone who does not enjoy at least the same privileges;

(c) Experts and their families shall be authorized to re-export, within six months of the completion of their mission to the Seychelles, the goods which they brought into the country on the conditions set forth in paragraph (a) above. The same shall apply to personal effects and property acquired during their stay in the Seychelles up to a reasonable limit;

(d) The competent Seychelles authorities shall issue such personnel the necessary permits to transfer the balance of their personal savings to France;

(e) The Government of the Republic of Seychelles shall permit repatriation of royalties or author's fees and income from grants or loans provided by the Government of the French Republic under this Agreement;

(f) 1. The Government of the Republic of Seychelles shall grant experts and their families freedom to enter and leave its territory by ensuring that they are issued, free of charge and within a reasonable period, any entry or exit permit that may be required under Seychelles regulations;

2. Experts shall not be required to have a work permit and shall be issued a residence permit free of charge;

3. The Government of the Republic of Seychelles shall be answerable for any risk or claim (complaint) that arises from any action or omission of French experts or that occurs during the exercise of their functions, including their spoken and written words, save if there is intentional wrongdoing or grave negligence that is jointly recognized by the two Governments;

4. The Government of the Republic of Seychelles shall compensate the Government of the French Republic and the French experts and shall safeguard them from all liability, courts, trials, claims, damages or costs arising from the death of or damage to any person or property or any other loss caused by omissions or actions performed in the exercise of their functions.

Part IV. MISCELLANEOUS PROVISIONS

Article XVIII. The terms and conditions for the implementation of this Convention shall be established, as and when necessary, by agreement between the two Governments or their duly authorized representatives.

Additional protocols may be concluded to cover officials in certain services or groups in consideration of their special status or the special functions which they may be called upon to assume in the Republic of Seychelles. Such protocols may, on an exceptional basis, derogate from the clauses of this Convention.

Article XIX. This Convention is concluded for a period of two years and may be renewed by tacit agreement, unless it is denounced by one of the Contracting Parties. Notice of denunciation must be submitted through the diplomatic channel at least three months in advance.

This Convention shall enter into force on the first day of the second month following the exchange of instruments of approval, which shall take place as soon as possible.

Each Contracting Party may at any time request the amendment of a provision or provisions of this Convention and the opening of negotiations for that purpose.

ADDITIONAL PROTOCOL CONCERNING THE PROVISION
OF TEACHING PERSONNEL

Article I. The list of requirements in respect of French teaching personnel shall be transmitted by the Seychelles authorities to the French authorities before 1 February each year with a view to their being seconded in good time.

Article II. Such personnel shall be appointed, in principle, under the conditions laid down in article V of the Convention, by decision of the authorities of the Republic of Seychelles for two consecutive academic years which may be renewed in accordance with the provisions of article VII of the said Convention.

Article III. The weekly hours of work required of the teaching personnel seconded by the Government of the French Republic for service with the Government of the Republic of Seychelles shall be those prescribed for them in their original national service.

Article IV. Teaching personnel seconded for service with the Republic of Seychelles shall be granted the school or university holidays established in the relevant Seychelles regulations, that is to say, two weeks at Christmas and two weeks at Easter.

“Summer vacation” leave may, however, be no less than 45 consecutive days at the end of the first year of the contract and 45 consecutive days at the end of the second year.

DONE at Victoria, on 22 October 1976, in duplicate.

For the Government
of the French Republic:

[Signed]

RENÉ DE CHOISEUL-PRASLIN

For the Government
of the Republic of Seychelles:

[Signed]

GUY SINON

PROTOCOL CONCERNING THE IMPLEMENTATION OF ARTICLE XV OF THE CONVEN-
TION OF 22 OCTOBER 1976 CONCERNING PERSONNEL ASSISTANCE PROVIDED
BY THE FRENCH REPUBLIC TO THE REPUBLIC OF SEYCHELLES

Sole article

Pursuant to the provisions of article XV of the Convention of 22 October 1976 concerning personnel assistance provided by the French Republic to the Republic of Seychelles, the Contracting Parties have agreed to set the contribution of the Government of the Republic of Seychelles to the remuneration of officials assigned to it by the Government of the French Republic at two hundred (200) francs per month per official.

DONE at Victoria, on 22 October 1976, in duplicate.

For the Government
of the French Republic:

[Signed]

RENÉ DE CHOISEUL-PRASLIN

For the Government
of the Republic of Seychelles:

[Signed]

GUY SINON