

No. 22050

**FRANCE
and
MADAGASCAR**

**Defence Agreement (with annexes and exchanges of letters
of 2 April 1960). Signed at Antananarivo on 27 June
1960**

Authentic text: French.

Registered by France on 19 July 1983.

**FRANCE
et
MADAGASCAR**

**Accord de défense (avec annexes et échanges de lettres en
date du 2 avril 1960). Signé à Antananarivo le 27 juin
1960**

Texte authentique : français.

Enregistré par la France le 19 juillet 1983.

[TRANSLATION — TRADUCTION]

DEFENCE AGREEMENT¹ BETWEEN THE FRENCH REPUBLIC AND
THE REPUBLIC OF MADAGASCAR

The Government of the French Republic and the Government of the Republic of Madagascar,

Considering that under the terms of the joint declaration of 26 June 1960, the Republic of Madagascar has acceded to independence and that the French Republic has recognized it as an independent and sovereign State,

Recognizing their responsibilities with regard to the maintenance of peace in accordance with the principles of the Charter of the United Nations,

Considering that it is the wish of the Republic of Madagascar to co-operate with the French Republic within the Community to which it henceforth belongs under the terms laid down in the Franco-Malagasy agreements of today's date,²

Desiring to determine the arrangements for their co-operation in the field of defence,

Have agreed as follows:

Article 1. The French Republic and the Republic of Madagascar shall lend each other aid and assistance to prepare and ensure the defence of the Community to which they belong.

Article 2. The Republic of Madagascar shall be responsible for its internal and external defence. It may request aid from the French Republic in accordance with the terms laid down in special agreements.

The Republic of Madagascar shall participate with the French Republic in the defence of the Community.

Article 3. Each Contracting Party shall provide the other with all facilities and assistance required for its defence and in particular the establishment, stationing, training and use of defence forces.

Such defence forces shall be composed in the main of armed forces of the Republic of Madagascar and armed forces responsible for joint defence.

Article 4. The French Republic shall provide the Republic of Madagascar with the aid needed to establish the Malagasy armed forces.

Article 5. The Contracting Parties shall co-operate with each other at all times on questions of defence.

Article 6. Problems of joint defence shall be dealt with at Conferences of Heads of State and of Government.

¹ Came into force on 18 July 1960, the date of the last of the notifications by which the Parties informed each other that their respective constitutional requirements had been fulfilled, in accordance with article 9.

² See the agreements on participation and co-operation as well as the Convention on establishment between the two countries in the United Nations, *Treaty Series*, vol. 820, p. 241.

Problems of defence at the level of the Republic of Madagascar shall be dealt with by a Franco-Malagasy Defence Committee.

Article 7. In order to enable the French Republic to assume its responsibilities for joint defence at the international level, the Republic of Madagascar shall allow the French Republic unrestricted use of military bases and installations and provide it with the necessary facilities.

Article 8. The arrangements for the application of this Agreement shall be laid down in annexes, particularly the arrangements concerning the establishment of the Malagasy armed forces and technical military assistance, the status of French armed forces in Madagascar, and aid and mutual facilities for external and joint defence.

Article 9. Each of the Contracting Parties shall notify the other of the completion of the procedures required by its Constitution for the entry into force of this Agreement and the annexes thereto, which shall take effect on the date of the last such notification.

DONE at Tananarive on 27 June 1960.

For the Government
of the French Republic:

[J. FOYER]

For the Government
of the Republic of Madagascar:

[P. TSIRANANA]

DEFENCE AGREEMENT: ANNEX I CONCERNING THE ESTABLISHMENT
OF MALAGASY ARMED FORCES AND TECHNICAL MILITARY ASSISTANCE

Article 1. The Republic of Madagascar shall have national armed forces enabling it to meet its responsibilities under article 2 of the Defence Agreement between the French Republic and the Republic of Madagascar.

Article 2. The French Republic shall provide without charge to the Republic of Madagascar the initial military equipment and supplies required for establishing the Malagasy armed forces.

The expenses for the maintenance and operation of these forces shall be borne by the Republic of Madagascar.

The Malagasy armed forces may seek assistance from the French armed forces in the matter of logistical support.

The Republic of Madagascar, in consideration of the assistance given it by the French Republic and in order to ensure the compatibility of the armaments of the French armed forces and the Malagasy armed forces, shall apply only to the French Republic for the maintenance and further supplies of material and equipment. If supplies are not provided free of charge, the financial terms shall be established by mutual agreement.

Article 3. In the year 1960, the following measures shall be taken:

(a) Establishment of:

- Command bodies and service units, one infantry formation equivalent to two battalions;
- One company of parachute troops;

- One reconnaissance platoon on light vehicles;
 - Maritime and air coastal surveillance units;
- (b) Loan of one escort vessel;
- (c) Transfer of the Military Training School of Fianarantsoa.

Article 4. During the year 1960, a Malagasy *gendarmérie* with a total force of 8,000 men shall be established through the transfer of all Malagasy nationals serving in the French *gendarmérie*. The French Republic shall provide the Republic of Madagascar, under the terms stipulated in this annex, the officers, material and equipment required for the Malagasy *gendarmérie*.

Article 5. The Malagasy armed forces shall initially consist of Malagasy nationals currently serving in the French armed forces.

Conscriptés shall be transferred on a priority basis.

Career or contract personnel may, at the request of the Government of the Republic of Madagascar, supplement the officers and men.

These personnel, at the time of their transfer, shall be released from all obligations with respect to the French armed forces, with the enjoyment of all acquired rights.

However, the career or contract officers and non-commissioned officers who are transferred may, at their request, be kept off the rolls, under the supervision of the French armed forces, under the terms stipulated by an agreement under which the French Republic shall specifically guarantee to such personnel the enjoyment of all advantages previously acquired in the French armed forces.

Article 6. The Government of the Republic of Madagascar shall, by the present Agreement, allow Malagasy nationals currently serving in the French armed forces and not transferred to serve in the Malagasy armed forces to continue their service in the French armed forces.

Malagasy nationals may also accept voluntary enlistments or re-enlistments in the French armed forces to serve there in accordance with the regulations governing those forces.

Article 7. Malagasy nationals shall be admitted by competitive examination to French military schools either under the same conditions as French nationals or under a special quota.

Moreover, in order to accelerate the training of cadres of the Malagasy armed forces, Malagasy nationals designated by the Malagasy Government, in agreement with the French Government, may be accepted as trainees at French *grandes écoles* and military establishments.

The Malagasy Republic shall apply only to the French Republic for the training of its military cadres.

The French Government shall be responsible for the fees of Malagasy nationals in French *grandes écoles* and military establishments.

Article 8. The French Republic shall second to the Republic of Madagascar, in accordance with the stated requirements of the latter, such French officers and non-commissioned officers as it may need for the organization, training and officering of its armed forces.

The aforesaid personnel shall be seconded to the Republic of Madagascar to fill specific posts corresponding to their qualifications.

They shall be paid in full by the French authorities and shall, together with their families, be housed by the Malagasy authorities.

The list of posts to be filled shall be drawn up by mutual agreement between the competent French and Malagasy ministers; it shall normally be revised every other year.

Article 9. French military personnel seconded to the Republic of Madagascar shall be appointed by the French Government.

The secondment shall be for a fixed period in accordance with French regulations on residence abroad. It may be renewed or interrupted by mutual agreement.

The persons concerned shall be assigned to a unit called the "Bureau for Military Assistance to the Malagasy Armed Forces", which shall deal with management and administration and ensure that they receive their pay in accordance with the rules applicable to personnel of the French armed forces stationed in the territory of the Republic of Madagascar.

Article 10. French military personnel seconded to the Republic of Madagascar shall remain under French military jurisdiction in the conditions provided for in annex II, but shall be subject to the rules of general discipline in force in the Malagasy armed forces.

They shall serve at the rank in the hierarchy of the Malagasy armed forces corresponding to their rank in the French armed forces or the next higher rank.

Any disciplinary action that may be incurred by them shall be brought to the notice of the commander of the Bureau for Military Assistance. Such action may involve their immediate reassignment to the French armed forces.

Article 11. French military personnel serving in the Malagasy armed forces shall be seconded to the Malagasy command in accordance with the traditional rules governing the use of their branch or unit.

All Malagasy command decisions concerning them shall be brought to the notice of the French military authorities.

Likewise, all French command decisions concerning them shall be brought to the notice of the Malagasy military authorities.

[J. FOYER]

[P. TSIRANANA]

DEFENCE AGREEMENT: ANNEX II CONCERNING THE STATUS OF MEMBERS OF THE FRENCH ARMED FORCES IN MADAGASCAR

Article 1. French military jurisdiction shall apply in respect of offences ascribed to a member of the French armed forces when they have been committed in the service or within those forces' bases and installations.

In other cases, Malagasy courts shall be competent. The Government of Madagascar shall give favourable consideration to any request from the French authorities for the transfer of jurisdiction to them.

When jurisdiction is not transferred, the accused shall, in the event of his having been remanded in custody by the judicial authorities, be detained in a prison belonging to the French military authorities. The latter shall present him before the Malagasy judicial authorities for the entire preliminary investigation and for sentencing. In the event of conviction, the penalty shall be executed by the French authorities.

The Malagasy authorities shall not arrest a member of the French armed forces except in cases of *in flagrante delicto*. They shall immediately notify the French military authorities and shall hand over the person concerned in the shortest possible time.

Article 2. Inquiries within the bases and installations of the French armed forces shall be conducted by the French authorities.

The perpetrators, accessories and accomplices in respect of offences committed within these bases and installations who are not members of the French armed forces shall be handed over to the Malagasy authorities in the shortest possible time required for this purpose.

The French armed forces may, in liaison with the Malagasy authorities, use military police outside their bases and installations to the extent necessary for maintaining order and discipline among the members of those forces.

Article 3. In the case of offences committed in Madagascar against French or Malagasy armed forces or military installations, property and equipment, the French authorities and the Malagasy authorities shall take the same steps against persons subject to their respective jurisdictions as would have been taken if those offences had been committed against their own armed forces or their own military installations, property and equipment.

Article 4. The French Government shall pay fair compensation in the case of damage occurring in the course of the performance of service by members of the French armed forces. Requests for compensation shall be transmitted to the French Government through the Malagasy Government.

The Malagasy Government shall pay fair compensation in the case of damage occurring in the course of the performance of official duties by persons directly employed by it. Requests for compensation shall be transmitted to the Malagasy Government through the French Government.

Subject to the provisions of paragraph 1 of this article, the Malagasy courts shall have jurisdiction in civil suits against members of the French armed forces.

In these cases, the French military authorities shall, at the request of the Malagasy military authorities, take all steps in their power to ensure respect for the sentences and decisions of Malagasy courts and to help the Malagasy authorities ensure the execution of those judgements and decisions. The execution of those judgements and decisions may not affect the person, weapons, munitions, equipment, regulation property or uniform of a member of the French armed forces.

Article 5. Members of the French armed forces shall be taxed by the French Government and shall not be liable to direct taxes levied by the Republic of Madagascar and its local authorities.

The French Government shall pay to the Government of Madagascar a counterpart sum which shall be established by mutual agreement commensurately with the size of the French military establishment and pursuant to the tax legislation of Madagascar.

Equipment, material and supplies imported for the French armed forces shall enjoy the special system of admission in force on 31 December 1958.

Article 6. Members of the French armed forces shall be furnished with identity or registration cards, specimens of which shall be deposited with the Government of Madagascar.

Article 7. The French military command may, for the exclusive use of members of the French armed forces, be provided with logistical support services, including an army post office and a military pay office. An agreement shall establish the operating procedures for the army post office.

The French military command may set up and maintain shops, messes, clubs, recreational centres and social services. These establishments shall be exempt from licensing requirements and sales charges or taxes.

The French authorities shall take the necessary steps to ensure that persons who are not entitled to obtain supplies from such establishments cannot obtain the goods sold there.

Article 8. Statutory provisions concerning outward tokens of respect applicable in the French army and in the Malagasy army shall be observed by the members of each army towards the members of the other army.

Article 9. The provisions of this Agreement shall apply to the members of the French armed forces in Madagascar and to the French military personnel seconded to the Republic of Madagascar.

Dependants of members of the French armed forces shall be treated as members of the French armed forces for the purposes of articles 5, 6 and 7 of this annex.

[J. FOYER]

[P. TSIRANANA]

DEFENCE AGREEMENT: ANNEX III CONCERNING MUTUAL ASSISTANCE
AND FACILITIES WITH RESPECT TO EXTERNAL AND JOINT DEFENCE

Article 1. The French Republic shall transfer to the Republic of Madagascar the military barracks, land and buildings, including those of the *gendarmérie*, situated in Madagascar at the time of the entry into force of the Defence Agreement, subject to the provisions of articles 2 and 3 below.

The military barracks and installations listed in appendix 1 of this annex shall be transferred first and at the simple request of the Government of Madagascar.

The dates of and procedures for other transfers shall be established by mutual agreement within the Franco-Malagasy Defence Committee, in accordance with the needs the Malagasy Government expresses for the implementation of its programme for the organization and establishment of the Malagasy armed forces and *gendarmérie*.

Article 2. The Contracting Parties recognize that the effectiveness of the joint defence system depends on the equipment, maintenance and full utilization of the strategic base of Diégo-Suarez.

Therefore in order to enable the French Republic to assume its international responsibilities, to fulfil its joint defence mission and guarantee, under all circumstances and effectively, the assistance it has undertaken to give the Republic of Madagascar, the latter shall allow the French Republic unrestricted use of this base and free movement in Malagasy territorial waters and airspace.

Article 3. Within the framework of Madagascar's defence requirements and in order to enable the French Republic to fulfil its commitments in respect of assistance and logistical support for the Malagasy armed forces, the Republic of Madagascar shall allow the French Republic unrestricted use of the military installations at Ivato, Antsirabé, Tamatave, Fort-Dauphin and the command installations and services.

Appendix 2 of this annex establishes the extent of these installations.

The Republic of Madagascar may, in case of need, station units of its forces in the above designated localities.

Article 4. By "unrestricted use", the Contracting Parties shall understand all such rights and facilities relating to the establishment, protection, supplying, training, liaison, communication, movement and traffic between installations as are required for the maintenance and safety of the forces and the performance of their missions.

For the purpose of training and manoeuvres, the French armed forces shall be able to use such facilities in their installations and on the firing ranges of Ankazobé and Itongafeno.

The civil administration of the localities in which the French armed forces are stationed is and shall remain under the jurisdiction of the Republic of Madagascar.

Article 5. The Republic of Madagascar shall guarantee the French armed forces the unrestricted use of its public communication networks and of its coastal, sea, river, road, rail-

way and air installations, the unimpeded transport of their personnel, equipment and foodstuffs, as well as the right to establish and use on its territory and in its territorial waters air and sea beacons and communications equipment required to ensure the security of the armed forces and the accomplishment of their missions.

The French military command shall give the authorities of the Republic of Madagascar advance notice of any major troop movements by land, sea or air.

In using the facilities specified in this article, the French armed forces shall comply with the relevant agreements or regulations in force and shall in any case be treated on an equal footing with the Malagasy armed forces.

Article 6. The Republic of Madagascar shall exempt the French Republic from taxes, duties and charges of any sort in respect of the installations, foodstuffs and equipment belonging to or used by the French armed forces.

Article 7. At the request of the French authorities, the Government of Madagascar may exercise its right of acquisition on behalf of the French armed forces.

Article 8. The French military command shall be responsible for maintaining order and security within the installations referred to in articles 2 and 3 of this annex.

Article 9. The French armed forces in the territory of the Republic of Madagascar may freely engage, recruit and discharge such civilian labour as they may require in accordance with the labour legislation in force in Madagascar.

Article 10. Should the French armed forces be required to move to another location, the two Governments shall agree, in the Defence Committee, on new sites to be allocated for installations that meet the requirements of those forces.

The provisions of the Defence Agreement and its annexes shall be applicable to the installations situated on those new sites.

Article 11. The Republic of Madagascar undertakes to respect the existing easements for the use of the base of Diégo-Suarez and the military installations of the French armed forces and to permit such changes in those easements as are required for technical reasons.

[J. FOYER]

[P. TSIRANANA]

DEFENCE AGREEMENT: APPENDIX 1 TO ANNEX III

The installations, buildings and barracks listed below shall be transferred first and at the simple request of the Malagasy Government:

1. The barracks of Betongolo (the barracks of Fiadanana and the service installations for the equipment and buildings at Tananarive shall remain assigned to the French armed forces);
2. The buildings required for the cadres and the command bodies of the Malagasy armed forces;
3. The *gendarmérie* barracks and the buildings required for the cadres and command bodies of the Malagasy *gendarmérie*, except for those required by the military police of the French armed forces;
4. The barracks, buildings and installations in the following localities:
 - Ambatolampy;
 - Ambositra;
 - Fianarantsoa;
 - Mandalahy;

- Manakara;
- Ihosy;
- Manjakandriana;
- Moramanga;
- Tuléar.

[J. FOYER]

[P. TSIRANANA]

DEFENCE AGREEMENT: APPENDIX 2 TO ANNEX III CONCERNING THE STATUS OF THE STRATEGIC BASE OF DIÉGO-SUAREZ AND DEFINING THE EXTENT OF THAT BASE AND OTHER MILITARY BASES MADE AVAILABLE TO THE FRENCH GOVERNMENT IN MADAGASCAR

I. The entire area of the strategic base of Diégo-Suarez, basically a sea and air base, shall be subject to the sovereignty of the Republic of Madagascar.

The French Republic shall have unrestricted use of it and shall be responsible for its defence.

II. The strategic base consists of installations as defined in annex III to the Franco-Malagasy Defense Agreement and of zones subject to defence easements.

III. The installations of the base include:

- (a) In Diégo-Suarez, the military port and the installations indicated in map annex 1, except for the elements that might be required for the Malagasy armed forces;
- (b) Outside of Diégo-Suarez, the installations indicated in map annex 2.

Those installations whose ownership shall be transferred to the Republic of Madagascar in accordance with the provisions agreed upon in respect of public domain shall continue to be assigned to the French armed forces for their use.

IV. Zones subject to defence easements shall extend to the territory of the district [of Diégo-Suarez, including the cantons comprising the administrative post of Anivorano North]¹ and the sea and air approaches of the province of Diégo-Suarez. The provisions below shall apply to them.

Independently of existing easements, other easements may be established for defence requirements, particularly on "high points", "underground sites" and the shore, and for land, sea and air traffic.

Any measure to change the defence conditions shall be taken by mutual agreement between the competent Malagasy authorities and the commandant of the strategic base.

The Malagasy authorities and the commandant of the strategic base shall co-operate in the preparation and implementation of infrastructural and civil development plans.

V. Outside the base installations, the Malagasy authorities shall provide for policing and the maintenance of public order.

Security and internal defence plans for the base shall be established in liaison between the commandant of the strategic base and the Malagasy authorities.

The activities of the services co-operating in the surveillance of land, sea and air approaches of the strategic base and in policing the frontiers shall be co-ordinated by the commandant of the strategic base.

In the case of crisis or armed conflict, the commandant of the strategic base shall, within the framework of established plans, take the measures required for the security of the base. For this purpose, he shall receive the necessary authority from the Malagasy Government.

¹ The text between brackets reflects the corrections effected by a procès-verbal of rectification dated 3 August 1960.

VI. The commandant of the strategic base of Diégo-Suarez shall be responsible to the Malagasy Government for the territorial military command of all zones comprising the base. His appointment shall be subject to the consent of the Malagasy Government.

MAP ANNEXES¹

Status of the strategic base of Diégo-Suarez:

- Map annex 1: Installations of Diégo-Suarez;
- Map annex 2: Installations outside of Diégo-Suarez.

Extent of other military installations:

- Map annex 3: Installations of Tananarive;
- Map annex 4: Installations of Ivato;
- Map annex 5: Installations of Tamatave;
- Map annex 6: Installations of Antsirabé;
- Map annex 7: Installations of Fort Dauphin.

[J. FOYER]

[P. TSIRANANA]

EXCHANGES OF LETTERS

I a

*The Prime Minister of the French Republic to the President
of the Republic of Madagascar, Head of Government*

Paris, 2 April 1960

Sir,

Annex I, article 2, of the Defence Agreement between the French Republic and the Republic of Madagascar provides that after the provision without charge to the Republic of Madagascar of the initial military equipment and supplies required for establishing the Malagasy armed forces, the expenses for the maintenance and operations of those forces shall be borne by the Republic of Madagascar.

You have asked the French Republic to agree to provide the Republic of Madagascar with aid in addition to that currently granted for other purposes in order to enable you, for an initial period, to meet your new military expenditures.

I have the honour to inform you that the French Government agrees to bear the expenses and provide the supplies for the Malagasy armed forces whose establishment is stipulated in articles 3 and 4 of annex I.

The subsidy from the French Republic, whose methods of payment shall be communicated to you in due course, shall initially be equal to 97 per cent of expenditure. The subsidy shall be gradually reduced so that at the end of 15 years the Republic of Madagascar shall fully bear the cost of its forces.

¹ These maps do not exist in the archives of the French Government. (Information supplied by the Government of France.)

You will not fail to note that it is in the mutual interest of our two Governments to keep this letter secret.

Accept, Sir, etc.

II a

*The President of the Republic of Madagascar, Head of Government,
to the Prime Minister of the French Republic*

Paris, 2 April 1960

Sir,

By a letter of today's date, you informed me as follows:

[See letter I a]

I have the honour to confirm my agreement to the foregoing.

Accept, Sir, etc.

[P. TSIRANANA]

I b

*The Prime Minister of the French Republic to the President
of the Republic of Madagascar, Head of Government*

Paris, 2 April 1960

Sir,

I have the honour to inform you that the French Government would like the following clarifications to be made to the provisions of annexes I and III to the Defence Agreement:

- For a transitional period, the length of which shall be decided by the Defence Committee, the French *gendarmérie* shall continue to maintain in Madagascar six mobile platoons as part of the reserve forces of the Community;
- Land for the installation of an air terminal at the airport of Majunga shall be allocated to the French armed forces. The necessary measures shall be decided in the Defence Committee.

I would be grateful if you would convey to me your agreement on the subject.

Accept, Sir, etc.

II b

*The President of the Republic of Madagascar, Head of Government,
to the Prime Minister of the French Republic*

Paris, 2 April 1960

Sir,

By a letter of today's date, you informed as follows:

[See letter I b]

I have the honour to confirm my agreement to the foregoing.

Accept, Sir, etc.

[P. TSIRANANA]

I c

*The President of the Republic of Madagascar, Head of Government,
to the Prime Minister of the French Republic*

Paris, 2 April 1960

Sir,

The Republic of Madagascar would like its armed forces to be established on the basis of a long-term plan covering, for a force of approximately 4,000 men, the training of the following units:

1. Land forces:
 - Five infantry battalions;
 - One parachute company;
 - One artillery group;
 - One reconnaissance platoon on light vehicles;
 - One armoured squadron;
 - One signal company;
 - One engineer company;
2. Sea forces:
 - Six coast guard cutters;
3. Air forces:
 - One flight of aircraft;
 - Six helicopters;
4. Command bodies and logistical support.

I would be grateful if you would convey to me your agreement in this matter.

Accept, Sir, etc.

[P. TSIRANANA]

II c

*The Prime Minister of the French Republic to the President
of the Republic of Madagascar, Head of Government*

Paris, 2 April 1960

Sir,

By a letter of today's date, you informed me as follows:

[See letter I c]

I have the honour to confirm my agreement to the foregoing.

Accept, Sir, etc.