

No. 22333

FRANCE
and
MOZAMBIQUE

**Protocol on the status of French technicians serving in the
People's Republic of Mozambique (with salary scale).
Signed at Maputo on 2 July 1980**

Authentic texts: French and Portuguese.

Registered by France on 30 August 1983.

FRANCE
et
MOZAMBIQUE

**Protocole concernant le statut des techniciens français en
République populaire du Mozambique (avec échelle des
salaires). Signé à Maputo le 2 juillet 1980**

Textes authentiques : français et portugais.

Enregistré par la France le 30 août 1983.

[TRANSLATION — TRADUCTION]

PROTOCOL¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE ON THE STATUS OF FRENCH TECHNICIANS SERVING IN THE PEOPLE'S REPUBLIC OF MOZAMBIQUE

RECRUITMENT PROCEDURES

Article 1. The National Directorate of International Co-operation shall submit to the French Embassy in the People's Republic of Mozambique, at the appropriate moment, a precise description of its needs for technicians to be recruited by the French Government, the broad outlines of the duties to be assigned to them and the required level of professional qualifications.

Article 2. The French Embassy shall submit to the National Directorate of International Co-operation the files of candidates, capable of performing the duties defined pursuant to article 1, as soon as possible after receiving the request from the National Directorate of International Co-operation.

Article 3. The National Directorate of International Co-operation shall, as soon as possible, signify its acceptance or rejection of the candidates and, where appropriate, send four original copies of the recruitment contract.

CONDITIONS OF SERVICE

Article 4. The period of service shall be 24 months and shall include entitlement to 30 days' leave after each 11 months of service.

Article 5. The contract shall be renewed automatically for successive one-year periods unless either Government notifies the other at least three months prior to expiration of the first contract, or any extension thereof, of its intention to cancel it.

Article 6. In the event of automatic renewal, the contract shall enter into force one month after the end of the period of leave immediately preceding it.

Article 7. The contract may be cancelled without notice, by decision of either Government, without any reason being given.

OBLIGATIONS OF CO-OPERATING TECHNICIANS

Article 8. The technician shall be subject to the laws of Mozambique and answerable to the administrative authority under which he has been placed, and may not accept instructions from any structure other than that of which he is a part.

Article 9. The technician shall carry out his duties with a view to contributing to the progress of Mozambique, specifically with regard to the transmission of knowledge and the vocational and advanced training of the cadres concerned.

¹ Came into force on 2 July 1980 by signature, in accordance with article 17.

Article 10. The technician shall be forbidden to engage in political activities in the territory of Mozambique.

Article 11. The technician shall be bound to strict professional secrecy regarding all facts or information which have come to his knowledge in the course of or by virtue of his duties.

Article 12. In the event that professional misconduct or non-fulfilment of his professional obligations in the performance of his official duties gives rise to cancellation of the contract by decision of either Government, the French technician shall be placed immediately at the disposal of his Government for repatriation. In such cases the costs of repatriation shall be borne by the Government which cancelled the contract.

Article 13. The two Governments shall refrain from requiring the technician to participate in any activity or event unrelated to the service for which he was recruited or, in the case of a teacher, contrary to university traditions.

GENERAL CONDITIONS

Article 14. The Government of Mozambique shall provide:

1. Remuneration in accordance with the salary scale attached to this Agreement;
2. Adequate, properly furnished accommodation; in the event of hotel accommodation pending permanent installation, the Government of Mozambique shall bear the costs of such accommodation; food and extras shall be paid for by the technician;
3. Return air travel expenses to France on expiration of the contract, for the technician and his family and up to 30 kilograms of excess baggage for the family group as a whole;
4. As soon as possible and free of charge, entry and exit visas for Mozambican territory, for the technician and his family, the French Government being required to provide the information called for by the legislation in force in Mozambique;
5. Exemption from the payment of taxes and charges on temporarily imported personal effects, furniture, household appliances and one car for personal use, within six months of arrival in Mozambique, with permission for their re-export at the end of the stay;

Items covered by the preceding paragraph shall not, unless duly authorized by the competent Mozambican authorities, be sold or given to persons not enjoying the same status;

6. Exemption from the payment of taxes and charges on income not derived from Mozambican sources.

Article 15. The French Government shall bear the cost of:

1. Outward travel to Mozambique for the technician and his family and travel in both directions on leave, including leave provided for on the renewal of a contract;
2. Shipment of furniture by sea on taking up the post and at final departure, up to the normal limits set by the French authorities;

3. A salary supplement for the technician;
4. A family and social allowance.

ILLNESS—ACCIDENT

Article 16. 1. In the event of duly certified illness which prevents the technician from carrying out his duties for a period of more than 90 days, his period of service shall be regarded as terminated, and the cost of his repatriation and that of his family shall be borne by either the French Government or the Mozambican Government, depending on whether or not the illness occurs in the first year of service.

2. In the event of an accident at work or a service-related illness, the technician shall be entitled, in addition to the remuneration provided for in article 14, to payment by the Mozambican Government of the costs of return travel to France for himself and his family. The costs of shipping his personal effects shall be borne by the French Government.

3. In the event of death, the French Government shall bear the cost of repatriation of the technician's remains and the return journey of his family and their baggage. If death occurs as a result of an accident at work or during service, the costs of repatriation shall be borne by the Government of Mozambique. The family shall benefit from the provisions of paragraph 2 of this article.

4. On his return to France, a technician who has suffered a service-related accident or illness shall benefit on his own account or that of his heirs, from the statutory allowances in kind and in cash provided by the French Government.

FINAL PROVISIONS

Article 17. This Protocol shall enter into force on the date of its signature.

Article 18. This Protocol and any supplementary agreements concluded pursuant to its provisions may be amended or supplemented by agreement in writing between the two Governments; any disputes shall be settled through the diplomatic channel.

Article 19. This Protocol shall remain in force for a period of five years at the end of which it shall be automatically renewed for successive periods of one year unless either Government requests its cancellation three months prior to expiration of its current term.

Article 20. If the Protocol is denounced, its provisions shall remain applicable to serving technicians until the normal end of their contracts.

DONE AND SIGNED at Maputo on 2 July 1980 in two original copies, in the French and Portuguese languages, both texts being equally authentic.

For the French Republic:

[PAUL BLANC]

For the People's Republic
of Mozambique :

[JANET MONDLANE]

SALARY SCALE

1. Technician with university degree and at least six years' professional experience	28,000.00 Mt
2. Technician with university degree and at least three years' professional experience	24,000.00 Mt
3. Middle-level technician	20,000.00 Mt
4. Skilled worker	18,000.00 Mt
