

No. 23027

FRANCE
and
NIGER

Agreement on co-operation in personnel matters (with additional protocol and exchanges of letters). Signed at Niamey on 19 February 1977

Authentic text: French.

Registered by France on 30 July 1984.

FRANCE
et
NIGER

Accord de coopération en matière de personnel (avec protocole annexe et échanges de lettres). Signé à Niamey le 19 février 1977

Texte authentique : français.

Enregistré par la France le 30 juillet 1984.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON CO-OPERATION IN PERSONNEL MATTERS

The Government of the French Republic, on the one hand,

The Government of the Republic of the Niger, on the other,

Desiring to define and specify the methods of their co-operation under the Treaty on Co-operation which binds the two States,

Have agreed on the following provisions:

Article 1. The two Governments reaffirm their desire to co-operate in personnel matters.

For this purpose, the French Republic shall establish, within the framework of its representation at Niamey, a Mission for Co-operation.

Article 2. The Government of the French Republic shall, as far as possible, make available to the Government of the Republic of the Niger the technical assistance personnel which the Niger considers necessary for the operation of its public and parapublic services. This aid shall be independent of any assistance forming 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.

Article 3. In accordance with agreements concluded between the two Governments, and in order to accelerate the replacement of technical assistance personnel by nationals of the Niger, the French Republic shall, as far as possible, facilitate the training of personnel in the public or private sectors presented by the Republic of the Niger and help them to improve their skills.

Article 4. The Government of the Republic of the Niger shall transmit to the Government of the French Republic a list of the posts to which it wishes to assign personnel seconded to it by the Government of the French Republic, to be held by such personnel for a period of two years.

The Government of the Republic of the Niger may submit to the Government of the French Republic requests naming officials whom it wishes to be made available to it.

For each post which the Government of the Republic of the Niger wishes to fill in this way, a job description shall be prepared stating the exact functions of the technical official concerned and his position with the service or services of the Niger.

The two Governments shall then draw up by agreement a list of posts which could be held by personnel made available by the French Republic to the Republic of the Niger. The agreement may be reviewed annually.

Within the limits of the staff thus agreed on, the Government of the French Republic shall make available to the Government of the Republic of the Niger such of its personnel as it can release.

¹ Came into force on 21 February 1980, i.e., 30 days after the exchange of notifications by which the Parties had informed each other of the completion of the required constitutional procedures, in accordance with article 21.

Article 5. With a view to filling the posts referred to in article 4 above, the Government of the French Republic shall at the earliest possible date submit to the Government of the Republic of the Niger 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 the Niger shall have one month in which to agree to or reject them.

Once that 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 6. The notification of acceptance of any candidate by the Government of the Republic of the Niger must indicate the nature of the employment offered and the possible duty station or stations which may not be more than two.

The Government of the Republic of the Niger may change the duty station or stations indicated, on the one hand, if the accepted candidate does not start his journey for over one month after the date specified in the notification of his acceptance and, on the other, if there is an urgent need for service which was totally unforeseen at the time of the notification of acceptance.

The appointment of accepted candidates shall be announced by decision of the competent authority of the Republic of the Niger for a duration of two years and shall take effect from the date of arrival of the officials concerned in the territory of that Republic.

Any transfer of personnel covered by this Agreement contemplated by the Government of the Republic of the Niger which would result in a change in the level or nature of the post to which he has been appointed by virtue of article 5 above shall be the subject of consultations between the two Governments.

Transfers may be effected only after consultation with the personnel concerned but refusal of the party concerned may result in termination of assignment.

Article 7. The period of assignment shall normally be for two years and shall include the tour of duty in the Niger and the corresponding leave entitlement.

The tour of duty in the Niger may be extended in the manner prescribed in the statutes to which the person concerned is subject, unless the competent medical authorities advise otherwise, by a simple exchange of letters between the Contracting Parties at least one month before the expiry of the normal term.

Any extension for a period of more than four months shall require the consent of the officials concerned.

On the expiry of the tour of duty and the corresponding leave entitlement, personnel shall automatically revert to the jurisdiction of the French Republic.

Article 8. The Government of the Republic of the Niger and the Government of the French Republic reserve the right to terminate the assignment or the post at any time, provided that they notify simultaneously the other Government and the persons concerned, through the French representation, giving one month's notice from the date of such notification. This notice may be reduced after consultation with the other party.

Whenever reassignment occurs prematurely by decision of the Government of the Republic of the Niger, save when such action is taken as a result of serious professional misconduct or an act contrary to public order by the person concerned, all costs resulting from the return journey in accordance with the French regulations shall be borne by the Republic of the Niger.

The reassignment shall not preclude the replacement of the persons concerned in the manner set forth in article 10 below.

Article 9. The granting of administrative leave to personnel during their assignment shall not terminate such assignment.

If, however, the Government of the Republic of the Niger does not intend to use the services of the officials concerned during the unexpired period of assignment following such leave, it shall notify them of that intention at least one month before their departure on leave. A copy of the notification shall be addressed to the French representation.

Decisions granting leave shall be taken by the French representation after certification by the competent authorities of the Government of the Republic of the Niger.

The transport costs shall be borne by the French Republic following the procedure set forth in article 16 below.

For certain posts, a list of which shall be drawn up by agreement between the two Governments and the occupants of which shall be designated by name by an exchange of letters, the Government of the Republic of the Niger shall be free to arrange leave in accordance with the interests of the service, provided the statutory rights of the officials concerned in the matter are respected.

In that event, the provisions of the first three paragraphs of article 16 below shall apply only in respect of the travel of technical co-operation personnel at the time of and following the actual tour of duty specified in their statutes.

These provisions shall not apply to the leave established for judicial personnel.

Evacuation of technical co-operation personnel for health reasons, convalescent leave and extended leave granted outside the territory of the Republic of the Niger to the personnel concerned shall terminate the assignment. The same shall apply in the case of sick leave involving repatriation.

Article 10. In the event of termination of service, for whatever reason, the Government of the French Republic shall make the necessary arrangements, at the request of the Government of the Republic of the Niger, to provide replacements for the outgoing personnel.

Article 11. Technical co-operation personnel seconded to the Government of the Republic of the Niger under this Agreement shall carry out their duties under the authority of that Government 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 which may be detrimental to either the Government of the French Republic or the Government of the Republic of the Niger.

The two Governments for their part undertake not to require of personnel covered by this Agreement any act or manifestation of a character alien to the service.

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

They shall be entitled to import their personal effects duty free in accordance with the clauses and conditions established by an exchange of letters between the two Governments.

Article 12. Technical co-operation personnel made available to the Republic of the Niger may not engage in any gainful activity other than those authorized by their statutes in so far as the provisions thereof are compatible with the legislation of the Republic of the Niger.

When the spouse of an official assigned to the Republic of the Niger wishes to engage in any private gainful activity in the territory of that State, the official must make a prior request to that effect to the Government of the Republic of the Niger which shall take a decision, once it has received notification of approval from the Government of the French Republic.

Article 13. The Government of the Republic of the Niger shall, at the regular intervals established under the regulations of the French Republic, forward to the Government of the French Republic through the French representation reports on the manner in which the personnel made available to it under this Agreement are performing their duties.

These reports shall be written on the forms designed for this purpose.

The Government of the Republic of the Niger shall notify the French representation of any assignment or transfer of the personnel covered by this Agreement.

Article 14. In the case of professional misconduct, officials made available to the Government of the Republic of the Niger under this Agreement shall not incur any administrative penalty on the part of that Government other than their return, on stated grounds, to the French Government, accompanied, where necessary, by a report specifying the nature and circumstances of the imputed facts. The provisions of this subparagraph shall not preclude application by the Government of the French Republic of the disciplinary procedure provided for in the statutes to which the officials concerned are subject.

In the event that criminal or judicial proceedings are instituted against a technical assistance worker, whatever the charge, the Government of the Republic of the Niger shall immediately inform the French representation.

When, as a result of the acts imputed to personnel who are returned to the Government of the French Republic, a penalty is imposed by the competent authority, the Government of the Republic of the Niger may obtain reimbursement of the costs of their return travel from the Government of the French Republic.

Article 15. The French Republic shall bear the cost of the statutory remuneration of the personnel covered by this Agreement.

The Republic of the Niger shall contribute to the costs in accordance with arrangements agreed upon between the two Governments.

Article 16. The Government of the French Republic shall likewise, subject to the provisions of articles 8 and 9 above, bear the cost of:

- Transport of the personnel made available to the Republic of the Niger and their families from their place of residence to the point of entry into the Republic of the Niger and, at the time of repatriation, from the point of departure from the Republic of the Niger to the place specified, in so far as they are concerned, in the regulations in force in the French Republic;
- The travel allowances payable for the above journeys, subject to the same reservations;
- The contribution necessary to maintain the pension rights of the personnel concerned in accordance with the rates in force under the regulations of the French Republic.

Article 17. The Republic of the Niger shall provide the technical cooperation personnel with the benefits in kind attaching to the posts specified in the letters of appointment. Housing and furniture shall be provided free of charge to the personnel made available to it, having regard to the posts occupied, the service grade and the family status of the officials concerned.

The Government of the Republic of the Niger shall provide such personnel and their families with free medical care and treatment in its health units.

The Government of the Republic of the Niger shall bear the costs of special remuneration and specific allowances attaching to the posts held or functions exercised as laid down in the Niger regulations, allowances for overtime or leave, travel or mission expenses and allowances incurred in or outside the Niger pursuant to a decision of the Government of the Republic of the Niger.

Article 18. The Government of the Republic of the Niger undertakes to make good any damages caused by personnel seconded to it under this Agreement by the Government of the French Republic in the performance of or because of the performance of their duties. If legal proceedings are instituted in connection with such damages, the French officials against whom action has been brought shall be represented at the trial by the Government of the Republic of the Niger.

The Government of the Republic of the Niger may request the Government of the French Republic to make good damage which is the result of personal misconduct.

In the case of damages suffered by such French personnel in the performance of or because of the performance of their duties, except where there has been personal misconduct, the Government of the Republic of the Niger shall pay fair compensation. Requests for compensation shall be transmitted to the Government of the Republic of the Niger through the Government of the French Republic.

Article 19. The tax rules applicable to personnel seconded to the Republic of the Niger by the Government of the French Republic shall be established by an exchange of letters between the two Governments.

Article 20. The terms and conditions for the implementation of this Agreement shall be established, as and when necessary, by special agreements between the two Governments or their duly authorized representatives.

Additional protocols may be concluded to cover officials in certain services or groups of services in consideration of their special status or the special functions which they may be called upon to assume in the Republic of the Niger. Such protocols may in exceptional circumstances waive certain provisions of this Agreement.

The French representation shall be informed of all documents concerning this Agreement addressed to the Government of the French Republic by the Government of the Republic of the Niger.

Article 21. This Agreement abrogates and replaces the Franco-Niger Agreement on personnel matters of 24 April 1961.¹

It is concluded for a period of five years renewable by tacit agreement.

It may be denounced at any time by either of the Contracting Parties; notice of such denunciation shall be given through the diplomatic channel three months in advance.

This Agreement shall enter into force 30 days after the exchange of notifications stating that the constitutional provisions in force in each of the two States have been complied with.

Either Contracting Party may request at any time the modification of one or more of the provisions of this Agreement and the opening of negotiations to that end.

DONE at Niamey on 19 February 1977.

For the Government
of the French Republic:

[Signed]

His Excellency
Mr. ROBERT GALLEY
Minister for Co-operation

For the Government
of the Republic of the Niger:

[Signed]

His Excellency Captain
MOUMOUNI DJERMAKOYE ADAMOU
Minister for Foreign Affairs
and Co-operation

ADDITIONAL PROTOCOL CONCERNING JUDICIAL PERSONNEL SECONDED TO THE REPUBLIC OF THE NIGER

Article 1. The French Republic undertakes to carry out the professional training of candidates for judicial posts, who are nationals of the Republic of the Niger. With a view to enabling the Republic of the Niger to ensure the operation of its judicial institutions, the French Republic undertakes, as far as possible, to make available to the Republic of the Niger the judicial personnel which it requires.

¹ See p. 279 of this volume.

Article 2. The provisions of the Agreement on Co-operation in Personnel Matters shall be applicable to judicial personnel in so far as they are not waived by the provisions of this Protocol.

Article 3. Subject to the provisions of this Protocol, the judicial personnel seconded to the Republic of the Niger shall continue to be governed by the statutory provisions applicable to them.

Article 4. Judicial personnel seconded to the Government of the Republic of the Niger shall enjoy the independence, advantages, guarantees, privileges, honours and prerogatives to which members of the judicial profession of the Republic of the Niger are entitled.

The Republic of the Niger shall protect judicial personnel from any threats, offensive behaviour, insults, defamation and attacks of any kind to which they may be subjected in the performance of their functions and shall make good any damage arising therefrom.

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

Prior to taking up their duties, they shall take an oath in the manner prescribed for members of the judicial profession of the Republic of the Niger.

Article 5. Judicial personnel seconded to the Government of the Republic of the Niger may not be given a new appointment without their prior consent. Nevertheless, when the necessities of the service so require, they may be transferred temporarily with the consent of the Government of the French Republic.

Article 6. When 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, his request shall automatically be granted unless the Government of the Republic of the Niger 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 7. Except in the case of a judicial officer covered by the regulations of the Niger magistrature or who has been seconded to it, a judicial officer may not be entrusted with functions which give him authority over judicial personnel belonging to a grade higher than his own in his original branch of service.

Article 8. 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 Minister of Justice of the Niger and two French judges seconded to the Republic of the Niger to occupy the highest court offices.

The commission shall elect its own chairman. If the votes are equally divided, the commission shall be deemed to have given an opinion against proceedings. The commission shall meet when convened by the Minister of Justice of the Niger. The opinion of the commission shall be transmitted where necessary to the competent State Counsel's office.

When 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 privileges of jurisdiction laid down in the legislation applicable to the Niger at the time of the entry into force of this Protocol.

EXCHANGES OF LETTERS

I a

Niamey, 19 February 1977

Sir,

Article 19 of the Agreement on Co-operation in Personnel Matters provides that the tax rules applicable to French technical assistance personnel shall be the subject of an exchange of letters.

The delegation of the Niger has made known its wish to maintain the provisions of the Supplementary Convention of 20 October 1962 concerning the tax rules for such personnel.¹

However, it has been proposed, for the taxable gross amount, to take the gross base remuneration multiplied by the correction factor stabilized for the length of the Agreement at 2, the amount of the factor on 1 January 1976.

The French Government shall report to the Niger Government before 1 March of the following year the total taxable gross amounts including:

- For the period of actual start in the Niger, the gross base remuneration multiplied by the factor of 2;
- For the period of holidays, the salary in respect of this period plus resident's allowance.

Housing provided free of charge by the Niger Government shall not be considered a taxable benefit in kind.

A list attached to this letter indicates the participating bodies whose personnel seconded to the Republic of the Niger may be covered by the technical assistance tax rules.

If these provisions meet with the approval of the Government of the Republic of the Niger, this letter and your reply shall constitute an agreement between our two Governments, which shall enter into force the same day as the Agreement on Co-operation in Personnel Matters and shall remain in force as long as this Agreement.

Accept, Sir, etc.

[Signed]

ROBERT GALLEY
Minister for Co-operation
of the French Republic

His Excellency Captain Moumouni Djermakoye Adamou
Minister for Foreign Affairs and Co-operation
of the Republic of the Niger

¹ See p. 299 of this volume.

ATTACHED LIST OF RESEARCH INSTITUTES
AND MISCELLANEOUS BODIES*Research institutes*

ORSTOM
IRAT
IEMVT
CTFT
IRHO
IFAC

Miscellaneous bodies and participating companies

AUDECAM
CFDT
BDPA
BRGM
IGN
CCCE

II a

Niamey, 19 February 1977

Sir,

You have sent me today a letter which reads as follows:

[See letter I a]

I have the honour to inform you that these arrangements meet with the approval of the Republic of the Niger.

Accept, Sir, etc.

[Signed]

Captain MOUMOUNI DJERMAKOYE ADAMOU
Minister for Foreign Affairs and Co-operation
of the Republic of the Niger

His Excellency Mr. Robert Galley
Minister for Co-operation
of the French Republic

[Annex as under letter I a]

I b

Niamey, 19 February 1977

Sir,

Article 15 of the Agreement of Co-operation in Personnel Matters provides that "the French Republic shall bear the cost of the statutory remuneration of the personnel covered by this Agreement" and that "the Republic of the Niger shall contribute to the cost in accordance with arrangements agreed upon between the two Governments".

I have the honour to propose for your approval the following provisions:

I. Pursuant to the provisions of the last paragraph of article 15 of the Agreement on Co-operation in Personnel Matters, the Government of the Republic of the Niger undertakes to pay to the Government of the French Republic, as of the date of entry into force of this Agreement, as a contribution to the total costs stipulated in article 15, paragraph 1, for each of the officials considered and for the entire period of secondment, including the period of statutory administrative leave following a completed tour of duty, a monthly lump sum of thirty-five thousand (35,000) CFA Francs, with an exchange value of seven hundred (700) French Francs; this amount may be revised by mutual agreement at the request of either Government.

II. A claim for payment prepared on the basis of the manning table on 1 January including personnel in service 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 claim shall be paid by the Government of the Republic of the Niger before 1 December.

The claim for the month of December shall be adjusted in order to reflect the situation of the actual manning table between 1 January and 30 November.

The claim for the month of December must be settled before 31 March of the following year.

If these provisions meet with the approval of the Government of the Republic of the Niger, this letter and your reply shall constitute an agreement between our two Governments, which shall enter into force on the same day as the Agreement on Co-operation in Personnel Matters, and shall remain in force as long as this Agreement.

Accept, Sir, etc.

[Signed]

ROBERT GALLEY
Minister for Co-operation
of the French Republic

His Excellency Captain Moumouni Djermakoye Adamou
Minister for Foreign Affairs and Co-operation
of the Republic of the Niger

II *b*

Niamey, 19 February 1977

Sir,

You have sent me today a letter which reads as follows:

[See letter I b]

I have the honour to inform you that these provisions meet with the approval of the Republic of the Niger.

Accept, Sir, etc.

[Signed]

Captain MOUMOUNI DJERMAKOYE ADAMOU
Minister for Foreign Affairs and Co-operation
of the Republic of the Niger

His Excellency Mr. Robert Galley
Minister for Co-operation
of the French Republic

I *c*

Niamey, 19 February 1977

Sir,

Article 11 of the Agreement on Co-operation in Personnel Matters provides, in the last paragraph, that personnel seconded to the Republic of the Niger by the French Republic "shall be entitled to import personal effects duty free in accordance with the clauses and conditions established by an exchange of letters between the two Governments".

I have the honour to propose the following provisions for your approval:

Exemption from all duties, taxes and charges shall be granted for the importation of the following articles, new or used, intended for personal use:

- One automobile (per family),
- Furniture and personal effects,
- Household and other equipment (refrigerators, washing machines, radios and cameras).

These articles may be imported into the Niger within a period of six months following the arrival of such personnel.

If they do not import an automobile within this time, they shall still be granted the right of temporary entry for a vehicle purchased locally.

Articles imported or purchased under these conditions shall be subject to duties and other charges if they are resold in the Niger unless the new purchaser enjoys the same privileges.

The same exemptions may be renewed every two years.

If these provisions meet with the approval of the Government of the Republic of the Niger, this letter and your reply shall constitute an agreement between our two Governments, which shall enter into force on the same day as the Agreement on Co-operation in Personnel Matters, and shall remain in force as long as this Agreement.

Accept, Sir, etc.

[Signed]

ROBERT GALLEY
Minister for Co-operation
of the French Republic

His Excellency Captain Moumouni Djermakoye Adamou
Minister for Foreign Affairs and Co-operation
of the Republic of the Niger

II c

Niamey, 19 February 1977

Sir,

You have sent me today a letter which reads as follows:

[See letter I c]

I have the honour to inform you that these provisions meet with the approval of the Government of the Republic of the Niger.

Accept, Sir, etc.

[Signed]

Captain MOUMOUNI DJERMAKOYE ADAMOU
Minister for Foreign Affairs and Co-operation
of the Republic of the Niger

His Excellency Mr. Robert Galley
Minister for Co-operation
of the French Republic

I d

Niamey, 19 February 1977

Sir,

During the conversations which took place between our two delegations concerning the agreements on civilian and military personnel seconded by the

French Republic to the Republic of the Niger, the French delegation indicated the importance it attached to ensuring that French health personnel may, in exercising their profession, observe the same ethical rules that apply in the French Republic in so far as they are in conformity with Niger legislation.

It was agreed that a special protocol would be drawn up on that subject between the two Governments once the Republic of the Niger has adopted its own code of ethics.

If these provisions meet with the approval of the Government of the Republic of the Niger, this letter and your reply shall constitute an agreement between our two Governments, which shall enter into force on the same day as the Agreement on Co-operation in Personnel Matters, and shall remain in force as long as this Agreement.

Accept, Sir, etc.

[Signed]

ROBERT GALLEY
Minister for Co-operation
of the French Republic

His Excellency Captain Moumouni Djermakoye Adamou
Minister for Foreign Affairs and Co-operation
of the Republic of the Niger

II d

Niamey, 19 February 1977

Sir,

You have sent me today a letter which reads as follows:

[See letter I d]

I have the honour to inform you that these provisions meet with the approval of the Government of the Republic of the Niger.

Accept, Sir, etc.

[Signed]

Captain MOUMOUNI DJERMAKOYE ADAMOU
Minister for Foreign Affairs and Co-operation
of the Republic of the Niger

His Excellency Mr. Robert Galley
Minister for Co-operation
of the French Republic