

No. 23348

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**FRANCE  
and  
EQUATORIAL GUINEA**

**Agreement on economic, technical, scientific and cultural  
co-operation. Signed at Paris on 28 November 1979**

*Authentic texts: French and Spanish.*

*Registered by France on 30 April 1985.*

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**FRANCE  
et  
GUINÉE ÉQUATORIALE**

**Accord de coopération économique, technique, scientifique  
et culturelle. Signé à Paris le 28 novembre 1979**

*Textes authentiques : français et espagnol.*

*Enregistré par la France le 30 avril 1985.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON ECONOMIC, TECHNICAL, SCIENTIFIC AND CULTURAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA

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

The Government of the Republic of Equatorial Guinea, on the other hand,

Desirous of strengthening their friendly relations and establishing on a basis of equality between the Contracting Parties the general framework for their co-operation in the economic, technical, scientific and cultural fields,

Have agreed as follows:

*Article I.* The two Governments resolve to organize economic, technical, scientific and cultural co-operation between the two countries, according to the following general principles.

*Article II.* At the request of the Government of the Republic of Equatorial Guinea, the Government of the French Republic shall co-operate, either directly or through specialized French bodies, in the conduct of operations affecting the economic and social development of the Republic of Equatorial Guinea.

*Article III.* The two Governments shall seek the best means of establishing economic, technical, scientific and cultural co-operation of particular interest to the Government of the Republic of Equatorial Guinea.

At the request of the Government of the Republic of Equatorial Guinea, the Government of the French Republic shall endeavour to provide it with assistance in carrying out economic, technical, scientific and cultural development programmes.

*Article IV.* A Joint Commission which shall be appointed by each of the two Governments and in which experts from each of the parties may participate shall meet once a year alternately at Malobo or in Paris. This Commission may also meet whenever the two Governments deem it advisable.

Its task shall be to establish the general guidelines and arrangements for co-operation between the two countries, to examine all projects likely to strengthen such co-operation and to create the appropriate means therefor, and to study the results of ongoing projects. In the light of results obtained, it shall prepare the programme for subsequent years for approval by the two Governments. During the period between meetings of the Joint Commission, the two Governments may by common agreement modify the programme established beforehand.

The Joint Commission may also establish special commissions if it deems necessary.

<sup>1</sup> Came into force on 13 February 1981, the date of the last of the notifications by which the Parties informed each other of the completion of the required procedures, in accordance with article X.

*Article V.* French technical assistance personnel made available to the Government of the Republic of Equatorial Guinea under this Agreement shall be subject to the following rules:

(a) The Government of the Republic of Equatorial Guinea shall provide furnished housing for the technical assistants and their families;

(b) The Government of the Republic of Equatorial Guinea shall be responsible for the transport and daily allowances of such staff during their official travel under the same conditions as for officials of Equatorial Guinea;

(c) The Government of the Republic of Equatorial Guinea shall provide to the technical assistants and their families the same medical assistance as is provided for officials of the Government of the Republic of Equatorial Guinea.

*Article VI.* The distribution of the costs of remuneration of all French personnel provided for in this Agreement shall be determined by a special convention which shall also establish the conditions for the transfer to France of the balance of their personal savings in convertible currency.

*Article VII.* The French experts sent to the Republic of Equatorial Guinea under the terms of this Agreement shall be subject to the same obligations and enjoy the same advantages as experts from international organizations during their stay in the territory of that State. In particular:

(a) 1. The Government of the Republic of Equatorial Guinea 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 exempt in the Republic of Equatorial Guinea from income tax and personal tax or any other taxes or charges established by existing or future laws in the territory of the Republic of Equatorial Guinea, with the exception of charges for services rendered. This exemption shall apply only to income received by such experts in Equatorial Guinea in connection with their duties under this Agreement;

(b) 1. The Government of the Republic of Equatorial Guinea shall exempt experts and their families from all customs duties relating to the import or duty-free purchase within four months of their arrival, of one motor vehicle, one refrigerator and one air conditioner per room;

2. A motor vehicle, refrigerator or air conditioner imported or purchased duty free under the above conditions shall be subject to customs duties if it is resold within the Republic of Equatorial Guinea to a person who does not enjoy at least the same privileges;

(c) The experts and their families shall be entitled to reexport property which they have brought into the country in accordance with the conditions stipulated in paragraph (a) of this article within a period of six months following the completion of their mission in the country. The same shall apply to personal effects and furniture acquired, within reasonable limits, during their stay in the country;

(d) The Government of the Republic of Equatorial Guinea shall authorize the remittance of copyright fees paid to authors or performers and of revenues from the distribution or sale of cultural materials provided by the Government of the French Republic under this Agreement.

(e) 1. The Government of the Republic of Equatorial Guinea shall guarantee the freedom of experts and their families to enter and leave its territory by arranging for entry and exit visas to be issued to them free of charge and within a reasonable time at the request of the competent French authorities;

2. The experts shall not be required to obtain work permits and shall be granted free residence permits;

3. The French experts shall be entitled in the territory of Equatorial Guinea to immunity from jurisdiction for acts performed by them in the exercise of their duties, including spoken or written words, except in cases of deliberate misconduct or gross negligence recognized jointly by the two Governments;

4. The Government of the Republic of Equatorial Guinea shall be held responsible for any action which may be brought by a third party against the experts and shall protect the latter against any action for liability arising out of acts performed in the exercise of their duties, except in cases of deliberate misconduct or gross negligence recognized jointly by the two Governments.

*Article VIII.* Where the Government of the French Republic provides the Government of the Republic of Equatorial Guinea or associations or bodies acting in accordance with this Agreement with materials or equipment imported or purchased free of customs duties and passed by the customs authorities as intended specifically for a technical assistance project, the Government of the Republic of Equatorial Guinea shall authorize the entry of such items free of customs duties, import or export restrictions, and any other fiscal charges.

*Article IX.* Supplementary conventions shall be concluded in each case whenever it is deemed necessary by the two Governments.

*Article X.* Each of the two Governments shall notify the other of the completion of the formalities required by its legislation to bring this Agreement into force.

This Agreement shall come into force on the date of the last such notification.

*Article XI.* This Agreement may be amended only with the mutual consent of the two Governments.

*Article XII.* This Agreement is concluded for a period of two years from the date of its entry into force. It shall be automatically renewed unless at least six months notice of termination is given through the diplomatic channel. After renewal, this Agreement may be terminated at any time by either of the signatory Governments, and such termination shall take effect 90 days after notification has been given.

DONE at Paris on 28 November 1979, in the French and the Spanish languages, both texts being equally authentic.

For the Government  
of the French Republic:

[Signed]

ROBERT GALLEY  
Minister for Co-operation

For the Government  
of the Republic of Equatorial Guinea:

[Signed]

Captain SALVADOR ELA NSENG  
Second Vice-President  
of the Supreme Military Council  
Commissioner for Finance  
and Commerce