

No. 24234

**FRANCE
and
SENEGAL**

**Convention on procedures for the transfer of DCAN to the
Senegalese State. Signed at Dakar on 26 October 1979**

Authentic text: French.

Registered by France on 26 June 1986.

**FRANCE
et
SÉNÉGAL**

**Convention sur les modalités de transfert de la DCAN à
l'État sénégalais. Signée à Dakar le 26 octobre 1979**

Texte authentique : français.

Enregistrée par la France le 26 juin 1986.

[TRANSLATION — TRADUCTION]

CONVENTION¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SENEGAL AND THE GOVERNMENT OF THE FRENCH REPUBLIC ON THE PROCEDURES FOR THE TRANSFER OF DCAN TO THE SENEGALESE STATE

Following the work carried out by the Bilateral Commission established under the Franco-Senegalese Convention of 29 March 1974² and, in particular, the proposals concerning the procedures for the transfer of DCAN submitted at the conclusion of the meeting of the Commission at Dakar on 5 and 6 March 1979,

The Government of the Republic of Senegal and

The Government of the French Republic,

Desiring to strengthen co-operation between the two countries in the sector of vital importance for the development of the Senegalese economy,

Have agreed as follows:

Article 1. The French State shall transfer, on 1 January 1980, to the Senegalese State, which accepts, the means of production and the contractual rights and obligations of the Direction des constructions et armes navales (DCAN) (Naval Construction and Weapons Board) at Dakar, which, on the same date, shall cease to be a French public establishment.

Article 2. The procedures for the transfer shall be the subject of the following articles which relate to:

— The transmission of property;

— Personnel and training;

— The relations of the French and Senegalese Navies with the Dakar-Marine company, to which the Senegalese State shall entrust the operation of the facilities transferred by DCAN.

SECTION I. TRANSMISSION OF PROPERTY

Article 3. The transfer of ownership of the immovable property already effected by the Franco-Senegalese Convention of 29 March 1974 shall be the subject of a report containing a list of the property transferred.

The management of the said property shall be transferred as a whole on 1 January 1980.

A list of the housing quarters which became the property of the State of Senegal under the Franco-Senegalese Agreements of 29 March 1974³ and was placed at the disposal of DCAN personnel shall also be drawn up.

¹ Came into force on 21 February 1985, the date of the last of the notifications (effected on 16 September 1980 and 21 February 1985) by which the Parties notified each other of the completion of the required internal procedures, with retroactive effect from 1 January 1980, in accordance with article 21.

² See "Convention on the future of the Direction des constructions et armes navales", United Nations, *Treaty Series*, vol. 1062, p. 91.

³ See "Agreement on co-operation in defence matters", United Nations, *Treaty Series*, vol. 1061, p. 297. Also see note 2 above.

Article 4. Large-scale equipment, means of transport, small-scale equipment and movable property shall be ceded as a whole and free of charge to the Senegalese State on 1 January 1980.

Article 5. Supplies shall be transferred on 1 January 1980, and payment shall be made by Senegal in equal annual instalments over five years, the first payment to be made on 1 July 1980.

Article 6. Dakar-Marine shall continue the execution of contracts with DCAN clients in effect on 1 January 1980.

Article 7. The ceding transfers and substitutions provided for under articles 4, 5 and 6 above shall be carried out according to the procedures set forth in annex II to the record of the meeting of the Franco-Senegalese Bilateral Commission of 5 and 6 March 1979.

The relevant documents shall be countersigned by the Paymaster-General of France, the Director of French State Property in Senegal and the Director of State Property of the Republic of Senegal.

In respect of supply contracts with DCAN which have not been fully executed by 31 December 1979, DCAN shall continue to conclude termination amendments and, where necessary, shall release collateral security.

The Senegalese Party shall take charge of subsequent orders of supplies which it requires.

Article 8. The transfers, ceding and substitutions provided for under the foregoing articles shall be carried out with account taken of the exceptions required by the application of article 16 below.

Article 9. In respect of DCAN, all ceding and transfer operations shall be exempt from all duties and fees.

SECTION II. PERSONNEL TRAINING

Article 10. All Senegalese personnel attached to DCAN under a contract subject to Senegalese legislation shall be transferred to Dakar-Marine.

The transfer of DCAN to Senegal shall be equivalent to a change of employer.

All corresponding work contracts shall be maintained between Dakar-Marine and the said personnel. No redundancy payments therefore shall be made.

Leave entitlements to and statutory expenses as at 1 January 1980 shall be the responsibility of the French Ministry of Defence (Naval Construction Department).

Article 11. In addition to the three existing posts, the French Party is prepared to allocate to Dakar-Marine the seven technical assistants posts remaining unfilled out of the quota of 15 posts established by the Franco-Senegalese Ministerial Committee of 1978, without prejudice to any other recruitment conducted by the Senegalese Party for the purposes of full staffing.

Article 12. Dakar-Marine shall take over the Naval Dockyard Advanced Training Centre on 1 September 1979 under the conditions set forth in annex III to the record of the meeting of the Franco-Senegalese Bilateral Commission of 5 and 6 March 1979.

SECTION III. RELATIONS BETWEEN DAKAR-MARINE AND THE FRENCH AND SENEGALESE NAVIES

Article 13. The “facilities” accorded to the French Navy under agreements on co-operation in defence matters shall not be changed by the transfer of DCAN to the Senegalese authorities.

Dakar-Marine shall continue to provide to the French Navy the services provided by DCAN according to the procedures set forth in annex IV to the record of the meeting of the Franco-Senegalese Bilateral Commission of 5 and 6 March 1979.

Article 14. In accordance with the apportionment plan drawn up after the Franco-Senegalese Agreements of 29 March 1974, the dockyard shall be divided into three zones under the authority respectively of the Senegalese Navy, the French Navy and Dakar-Marine.

Each of these authorities shall be responsible for maintaining its zone, including the parts used jointly.

The apportionment of the expenses relating to the parts used jointly shall be the subject of a special protocol.

Article 15. After the transfer, mutual services shall be provided for in the form of trade relations in accordance with a protocol to be drawn up.

SECTION IV. NAVAL CONSTRUCTION AND WEAPONS SERVICE

Article 16. On 1 January 1980, a Service des Constructions et Armes Navales (SCAN) (Naval Construction and Weapons Service) shall be established by the French Party to:

- Continue the settlement of DCAN’s outstanding business; and
- Assume responsibility, on behalf of the French Navy, for:
 - The technical and financial follow-up of work entrusted to Dakar-Marine,
 - The execution of electronic work by Naval Construction Department technicians and the provision of the other services which Dakar-Marine would no longer furnish; and,
 - Management of the supply of spare parts.

This service shall retain the resources required for its operation (offices, premises, housing for personnel, vehicles, equipment . . .) which shall be determined by mutual agreement.

The status of the personnel shall be the same as that of DCAN personnel.

The operating conditions of this service shall be the same as those of DCAN, particularly with regard to customs and tax matters. The work carried out or supplies received shall be exempt from taxes and customs duties.

SECTION V. SPECIAL PROVISIONS

Article 17. In order to assist Dakar-Marine in assuring the operation of the facilities transferred by DCAN, the French Party shall take the necessary steps to provide a production contribution of 200,000 hours in 1980. For 1981 and following years, the contribution provided shall consist of maintenance of the Navy fleet and the radio stations and shore boats of the French Navy.

Article 18. Similarly and for 1980 only, the French Ministry of Defence (Naval Construction Department) shall assign to its SCAN 10 expatriates in addition to those required for settling outstanding business. These 10 persons shall include, in addition to a work supervisor, three electronics engineers and six other persons whose qualifications shall be determined by agreement between the Parties. These 10 persons shall be assigned to Dakar-Marine for employment on the basis of a work programme drawn up by agreement between the Parties, work for the French Navy being accorded priority.

SECTION VI. FINAL PROVISIONS

Article 19. The Parties shall agree to refer to the provisions of the record of the meeting of the Bilateral Commission on the future of DCAN of 5 and 6 March 1979 and the annexes thereto in order to determine procedures for the transfer of DCAN which may not have been provided for in this Convention.

Article 20. Any disputes arising out of the application or interpretation of the provisions of this Convention and its annexes¹ shall be submitted to the joint Franco-Senegalese Commission for amicable settlement.

Article 21. This Convention shall enter into force on the date of the later notification concerning the completion of the necessary formalities by each Party, at the latest on 1 January 1980.

DONE at Dakar, on 26 October 1979.

For the Government
of the Republic of Senegal:

[Signed]

LOUIS ALEXANDRENNE
Minister of Planning and Co-operation

For the Government
of the French Republic:

[Signed]

ROBERT GALLEY
Minister of Co-operation

¹ There are no annexes to the Convention (information provided by the Government of France).