

**No. 25293**

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**FRANCE  
and  
DJIBOUTI**

**Agreement on co-operation in scientific and technical research. Signed at Djibouti on 5 August 1979**

*Authentic text: French.*

*Registered by France on 30 September 1987.*

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**FRANCE  
et  
DJIBOUTI**

**Accord de coopération en matière de recherche scientifique et technique. Signé à Djibouti le 5 août 1979**

*Texte authentique : français.*

*Enregistré par la France le 30 septembre 1987.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON CO-OPERATION IN SCIENTIFIC AND TECHNICAL RESEARCH BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF DJIBOUTI

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

Prompted equally by a desire to develop co-operation between the two countries in the field of scientific and technical research, and in view of the establishment at Djibouti of the Institut Supérieur de Recherche Scientifique et Technique (Institute for Advanced Scientific and Technical Research) (ISERST) to co-ordinate research carried out in the national territory, have agreed on the following provisions, within the framework of the Treaty of friendship and co-operation of 27 June 1977,<sup>2</sup> in particular articles 4 and 5 of that Treaty:

*Article 1.* Co-operation between the Government of the French Republic and the Government of the Republic of Djibouti in scientific and technical research shall cover all research activities designed to promote economic, social and cultural development.

Such co-operation may concern:

- The organization and conduct of research,
- The execution of specific research programmes,
- Training and advanced training for research personnel,
- Scientific and technical documentation and information.

*Article 2.* At the request of the Government of the Republic of Djibouti, the Government of the French Republic shall, to the best of its ability, provide assistance to establish or develop Djiboutian national scientific and technical research structures.

To that end, it may place at the disposal of the Government of Djibouti, resources in the form of experts, technical support or equipment, to assist in the organization of research, in the establishment and functioning of Djiboutian research institutions, and in the strengthening of the scientific and technical research potential of Djibouti.

The nature of and arrangements for such assistance shall be defined in each specific case.

*Article 3.* The research programmes, generally of several years' duration, carried out under this Agreement shall be of three types:

(a) Programmes of Djiboutian institutions for the execution of which a contribution shall be made by the French Government, at the request of the Government of the Republic of Djibouti.

<sup>1</sup> Came into force on 5 August 1979 by signature, in accordance with article 9.

<sup>2</sup> See p. 193 of this volume.

(b) Joint programmes, drawn up and proposed by either Party and accepted upon the agreement of both Parties. The two Governments shall finance the programmes, which shall be carried out by joint teams on the basis of protocols concluded between the Djiboutian and French institutions responsible for their execution.

(c) Programmes of French institutions, authorized in advance by the authorities of the Republic of Djibouti for execution wholly or in part in the territory of that State and financed entirely by the institutions making the application.

Prior to the implementation of the programmes referred to in subparagraphs (b) and (c), contact shall be established with ISERST to ensure the best possible exchange of information. Throughout the implementation of the programmes, Parties shall endeavour to ensure co-ordination.

*Article 4.* Apart from the programmes referred to in the preceding article, either Government may entrust competent scientific institutions under the authority of the other Government with any specific research or study which the institutions agree to carry out and which is financed by the Government requesting it.

*Article 5.* The two Governments recognize that a special effort is required to train research personnel.

To that end, they undertake to do everything possible to ensure or facilitate the training and advanced training of specialized personnel of both countries under the auspices of either of them.

*Article 6.* The Contracting Parties shall facilitate the exchange and circulation of bibliographical information, documents or publications of interest for the purposes of research and the advancement of knowledge. They shall endeavour to ensure that copies of scientific publications of interest to Djibouti are sent to ISERST.

Reports and memoranda concerning the results of research work conducted under the programmes referred to in article 3 above shall, however, be published as a matter of priority in Djiboutian journals, reference being made to the authors and bodies concerned. Unless otherwise expressly stipulated, such priority publications shall be effected within one year from the date on which the manuscript is delivered in the case of programmes in category (a), within six months from that date in the case of programmes in category (b), and within three months from that date in the case of programmes in category (c).

With respect to applications in the economic field, the results of the research in question shall be freely utilized by each Party in its laboratories and within its national territory. The two Parties shall agree on any utilization of those results by third countries. The conditions for the use and exploitation of inventions and patents shall be the subject of prior case-by-case agreement between the two Governments.

The taking of geological samples consisting of non-metallic materials and those bearing mineralogical or archaeological traces shall be governed by the Djiboutian legislation in force, which stipulates that prior authorization is required for their removal from the country under the supervision of ISERST, which may, when necessary, request their return after study.

*Article 7.* Exemptions from customs duties, taxes, or special levies shall be granted on the temporary or permanent importation into the territory of either

Party of any materials, documents or goods intended for use in activities carried out under this Agreement.

Expatriate personnel employed in such activities who are paid by the French Government or French institutions but are not governed specifically by the general agreement on technical co-operation shall be covered, in the territory of the Republic of Djibouti, by the special provisions and advantages applicable to personnel working under co-operation agreements.

*Article 8.* A Mixed Commission, assisted when necessary by experts appointed by either Party, shall supervise the implementation of this Agreement in accordance with the conditions set out in article 6 of the above-mentioned Treaty of friendship and co-operation.

The Mixed Commission shall meet as necessary at the request of either Party and at least once a year within the framework of the mixed Franco-Djiboutian Co-operation Commission.

*Article 9.* This Agreement shall enter into force on the date of its signature.

It is concluded for a period of five years and shall be automatically renewed, unless denounced by one of the Contracting Parties. At least six months' notice of denunciation shall be given through the diplomatic channel.

DONE at Djibouti, on 5 August 1979 (in two original copies).

For the Government  
of the French Republic:

[Signed]

IVAN BASTOUIL  
Ambassador of France

For the Government  
of the Republic of Djibouti:

[Signed]

MOUMIN BAHDON FARAH  
Minister for Foreign Affairs  
and Co-operation