

No. 25782

**FRANCE
and
VENEZUELA**

Agreement concerning university institutes of technology, supplementary to the Basic Agreement on cultural, scientific and technical co-operation (with additional protocol). Signed at Paris on 15 April 1980

Authentic texts: French and Spanish.

Registered by France on 16 March 1988.

**FRANCE
et
VENEZUELA**

Accord relatif aux instituts universitaires de technologie, complémentaire à l'Accord-cadre de coopération culturelle, scientifique et technique (avec protocole additionnel). Signé à Paris le 15 avril 1980

Textes authentiques : français et espagnol.

Enregistré par la France le 16 mars 1988.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ CONCERNING UNIVERSITY INSTITUTES OF TECHNOLOGY, SUPPLEMENTARY TO THE BASIC AGREEMENT ON CULTURAL SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA²

The Government of the French Republic and the Government of the Republic of Venezuela, in accordance with the provisions of the Basic Agreement on cultural, scientific and technical co-operation signed on 15 November 1974,² have agreed to conclude this Supplementary Agreement on technical co-operation concerning university institutes of technology, abrogating the exchange of letters of 5 April 1976.

The two Parties have agreed as follows:

Article 1. The French Ministry of Foreign Affairs, by agreement with the Venezuelan Ministry of Education, shall assist in the organization and operation in Venezuela of the university institutes of technology in the capital region and the Valencia, Puerto Cabello, Cumaná, and Victoria regions, and of other university institutes of technology as agreed by the two Parties.

Article 2. The Venezuelan Ministry of Education shall establish the rules and regulations governing the institutes covered by this Agreement, in accordance with the legislation in force in Venezuela.

Article 3. The French Ministry of Foreign Affairs shall make every possible effort to:

(1) Provide technical and educational assistance for the establishment of new university institutes of technology and the development of new programmes of study at the request of the Venezuelan Ministry of Education.

(2) Recruit and make available to Venezuelan university institutes of technology the teaching staff necessary for their operation and development in accordance with the programmes mutually agreed between the Parties.

(3) Enables fellowship holders from Venezuelan university institutes of technology covered by this Agreement to study in French training institutions so that they may receive appropriate training to replace French teachers.

(4) Support research programmes conducted by Venezuelan teachers at university institutes of technology in French institutes, and, in particular, the preparation of doctoral theses in Venezuela under the direction of French research personnel.

(5) Contribute to the equipment of the Venezuelan university institutes of technology in question.

¹ Came into force on 1 July 1981, i.e., the first day of the month following the date of the exchange of the instruments (effected on 30 April and 11 June 1981) confirming the completion of the required constitutional formalities, in accordance with article 17.

² United Nations, *Treaty Series*, vol. 1047, p. 165.

(6) Ensure the successful completion of related activities mutually agreed upon under the general provisions of this Agreement.

Article 4. The teaching personnel made available to the university institutes of technology by the French Ministry of Foreign Affairs shall belong to the category of volunteers on active military duty.

Article 5. Each year, at the request of the Venezuelan Ministry of Education based on information provided by the university institutes of technology regarding their needs for the following academic year, the French Ministry of Foreign Affairs shall submit a list of candidates with their curricula vitae. The authorities of the institutes concerned shall select individuals from this list to fill vacant teaching posts.

Article 6. Volunteers on active military duty engaged in teaching duties at university institutes of technology shall be subject to the following provisions:

1. The normal term of service for those engaged in teaching duties at the institutes shall be sixteen months.

2. On the expiration of that period, they may extend their service for an additional period of not more than eight months if the administration of the institute concerned so request.

3. The French Ministry of Foreign Affairs may terminate a volunteer's assignment under the following circumstances:

A. If the said Ministry deems it necessary, subject to three months' notice, this may be reduced to one month's notice by prior agreement between the two Parties.

B. If the Venezuelan Ministry of Education, through the sectoral Directorate-General for Higher Education, requests it to do so for the following reasons: illness or physical disability of the volunteer for a period of more than two months, or disciplinary reasons; in such cases, one month's notice shall be given. Apart from those cases, a volunteer's assignment may be terminated by either Party, subject to three months' notice; this may be reduced to one month's notice if necessary. In the latter case, compensation shall be paid amounting to one month's salary for each year of completed service. The causes and reasons regarded as disciplinary as well as the conditions for termination of a volunteer's assignment are set forth in the Additional Protocol to this Agreement.

4. The authorities of the university institutes of technology undertake to grant volunteers on active military duty leave calculated on the basis of four days' leave per month of service during the normal term of service and five days' leave per month during the additional period of service. The said authorities may specify the dates between which the volunteers may take their leave. Authorizations of absences outside the leave period shall be subject to the applicable regulations for teaching staff of the institutes.

Article 7. The authorities of the university institutes of technology may hire French civilian experts when they deem it necessary by agreement between the Parties.

Article 8. For the performance of the duties inherent in their assignment while in the service of the university institutes of technology, teaching personnel shall be

granted the facilities provided for under articles 24 and 25 of the Basic Agreement on cultural, scientific and technical co-operation signed by France and Venezuela.

Article 9. The Venezuelan Government shall be responsible for the costs of the construction, equipment and operation of the university institutes of technology as well as the subsistence costs, educational costs and round-trip travel for Venezuelan students sent to France under this Agreement.

Article 10. Each year, the French Ministry of Foreign Affairs shall determine its contribution to the equipment of the university institutes of technology after being informed by the authorities of the institutes of their needs.

Article 11. The costs of the remuneration of the volunteers shall be apportioned according to the following provisions:

1. Each year, the Venezuelan Ministry of Education, through the university institutes of technology shall make a lump sum payment to the French Ministry of Foreign Affairs which shall be payable at the end of each six months and shall be calculated as follows: For a university institute of technology or for each university institute of technology, this payment shall be proportionate to the number of months of actual service by all volunteers assigned to that university institute of technology during the year in question. The amount of the payment for each month of service by a volunteer in any university institute of technology covered by this Agreement shall be established by the parties before 1 April of the year in question.

2. The French Ministry of Foreign Affairs shall be responsible for all the expenses connected with the stay in Venezuela of each volunteer. These expenses shall include:

- A. A monthly allowance during the volunteer's stay in Venezuela as established by the said Ministry.
- B. Travel and removal expenses.
- C. Social Security benefits.
- D. Any other allowances granted by the French authorities.

3. In addition, the French Ministry of Foreign Affairs shall be responsible for the following expenses:

- A. In the event of an accident or serious illness, the repatriation of the volunteer, if necessary, as well as return travel for his family.
- B. If, after two months of sick leave during the same year, the volunteer is unable to resume his duties, his repatriation and that of his family.
- C. In the event of the death of a volunteer, the transportation of his body at the request of the family of the deceased and the repatriation of the spouse and dependent children.
- D. In the event of the death of a family member of the volunteer during the assignment, the French Ministry of Foreign Affairs shall also be responsible for the expenses of transporting the body.

Article 12. The two Parties agree and accept that, if it shall become necessary to organize short-term missions for the implementation of this Agreement, the round-trip travel expenses shall be the responsibility of the sending country and the subsistence expenses shall be the responsibility of the host country.

Article 13. The provisions allowing for the gradual replacement of French teaching personnel by Venezuelan teachers shall be established every two years.

Article 14. Each year, a French-Venezuelan working group shall establish the co-operation programme for the following year. The programme thus established may be revised by the capital Parties at any time.

Article 15. The Venezuelan Ministry of Education, through the university institutes of technology, shall pay to the French Ministry of Foreign Affairs, in respect of the volunteers on active military duty who complete their normal term of service with the university institutes of technology, a lump sum equal to the difference between the total remuneration paid for 1979 and the amount paid by the university institutes of technology to the volunteers on the date of signature of this Agreement.

Article 16. The payment made by Venezuela to the French Government in respect of each volunteer on active military duty performing a normal term of service on 1 April 1979 and in respect of those recruited between 1 April and 31 December 1979 shall be 4,900 bolivares per month for the duration of the contract. The estimated payment for 1980 shall be 5,500 bolivares per month.

Article 17. This Agreement shall enter into force on the first day of the month following the exchange of instruments confirming that the required formalities have been completed. It shall remain in force for a period of three years from that date and shall be renewed for successive periods of the same duration. It may be denounced by either Party at any time upon written notification at least six months prior to the desired date of termination.

DONE at Paris, on 15 April 1980, in two original copies, in the French and Spanish languages, both texts being equally authentic.

For the Government
of the French Republic:

[Signed]

JEAN FRANÇOIS-PONCET
Minister for Foreign Affairs

For the Government
of the Republic of Venezuela:

[Signed]

JOSÉ ALBERTO ZAMBRANO VELASCO
Minister for Foreign Affairs

ADDITIONAL PROTOCOL TO THE SUPPLEMENTARY AGREEMENT ON
TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE
FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF
VENEZUELA CONCERNING UNIVERSITY INSTITUTES OF TECH-
NOLOGY

The Government of the French Republic and the Government of the Republic of Venezuela, represented by their Ministers for Foreign Affairs, pursuant to article 6 of the Supplementary Agreement on technical co-operation concerning university institutes of technology, signed by the two Governments on this date, adopt this Additional Protocol, which shall govern the causes and conditions for the suspension of the assignment of a volunteer on active military duty for disciplinary reasons.

In this connection, they have agreed as follows:

Article 1. The disciplinary reasons for which the Ministry of Education of Venezuela may request the suspension and termination of the assignment of a volunteer on active military duty in a university institute of technology shall be the following:

(a) Receipt of three written warnings from the administration of the institute during the course of one year;

(b) Dishonesty, assault, abusive language, insubordination, immoral conduct at work or actions detrimental to the reputation and interests of the organization concerned or to the Republic of Venezuela;

(c) Serious material damage, whether caused intentionally or through negligence, to the national property of the Republic of Venezuela;

(d) Unauthorized absence from work for three working days in the same month;

(e) Requesting and receiving money or any other material benefit by taking advantage of the status of a volunteer on active military duty;

(f) Disclosure of private or confidential matters of which the volunteer learned in his capacity as a volunteer on active military duty.

Article 2. Failure by a volunteer to comply with the following obligations shall also be regarded as a disciplinary reason:

(a) To offer his personal services with the efficiency required for the performance of the duties entrusted to him, in accordance with the procedures established by the regulations of university institutes of technology;

(b) To conduct himself respectably at all times and to observe every consideration and courtesy in relations with subordinates and the public;

(c) To maintain discretion and confidentiality in matters relating to his work.

Article 3. Once a decision has been made to terminate the assignment of a volunteer on active military duty for one of the aforementioned disciplinary reasons, duly proven, the French Ministry of Foreign Affairs shall be responsible for the costs of return travel for the volunteer and his family, as well as the transportation and removal costs.

Article 4. The assignment of a volunteer on active military duty shall be regarded as terminated one month after the date of notification by the Ministry of Education of Venezuela to the French authorities of the disciplinary reasons for the decision, in accordance with the provisions of article 6, paragraph 3 (b) of the Supplementary Agreement signed by the two Governments.

Article 5. This Protocol shall enter into force on the same date as the Supplementary Agreement signed by the two Governments on this date and shall remain in force the same period.

DONE at Paris, on 15 April 1980, in two original copies, in the French and Spanish languages, both texts being equally authentic.

For the Government
of the French Republic:

[Signed]

JEAN FRANÇOIS-PONCET
Minister for Foreign Affairs

For the Government
of the Republic of Venezuela:

[Signed]

JOSÉ ALBERTO ZAMBRANO VELASCO
Minister for Foreign Affairs