

No. 25787

FRANCE
and
AFRICAN DEVELOPMENT BANK

**Convention concerning the provision by the Government of
the French Republic of personnel to assist the African
Development Bank. Signed at Abidjan on 15 March
1984**

Authentic text: French.

Registered by France on 16 March 1988.

FRANCE
et
BANQUE AFRICAINE DE DÉVELOPPEMENT

**Convention relative à l'assistance en personnel apportée par
le Gouvernement de la République française à la Banque
africaine de développement. Signée à Abidjan le 15 mars
1984**

Texte authentique : français.

Enregistrée par la France le 16 mars 1988.

[TRANSLATION — TRADUCTION]

CONVENTION¹ CONCERNING THE PROVISION BY THE GOVERNMENT OF THE FRENCH REPUBLIC OF PERSONNEL TO ASSIST THE AFRICAN DEVELOPMENT BANK

The Government of the French Republic, hereinafter referred to as the French Government, represented by the Minister responsible to the Minister for Foreign Affairs for Co-operation and Development, on the one hand, and

The African Development Bank, hereinafter referred to as the Bank, represented by its President acting pursuant to the provisions of article 50 of the Agreement establishing the African Development Bank,² on the other hand,

Have agreed as follows:

TITLE I. PURPOSE OF THE CONVENTION

Article 1. The French Government shall, as far as possible, make available to the Bank the requisite technical assistance personnel to meet the needs specified by the Bank.

Such assistance shall be independent of other assistance envisaged in other specific conventions relating either to the financing of studies and development projects in the African States members of the Bank or to the execution of temporary missions with specific objectives.

TITLE II. ARRANGEMENTS FOR THE ASSISTANCE TO BE PROVIDED BY THE GOVERNMENT OF THE FRENCH REPUBLIC

Article 2. The Bank shall provide the French Government with a list of the jobs and posts which it wishes to entrust to French technical assistance personnel.

This list shall be updated and drawn up periodically by agreement between the Parties.

Article 3. The French Government shall submit promptly for the approval of the Bank any candidatures that it has requested or received.

Each candidature shall be accompanied by a personal and professional history description of family status and evaluation of the candidate.

The Bank shall communicate within (2) two months of receiving the candidate's file, its acceptance or rejection of the candidature.

Once that time-limit has expired or in the event of rejection, the French Government shall be free to reassign the official who has not been accepted.

It shall, however, as far as possible submit new proposals which may be accepted or rejected on the same terms as set forth above.

¹ Came into force on 1 May 1984, i.e., the first day of the second month following the date of signature, in accordance with article 20.

² United Nations, *Treaty Series*, vol. 510, p. 3, and vol. 1276, p. 3.

Article 4. On receipt of notification of acceptance, the French Government shall declare that the official concerned is assigned to the Bank to fill the designated post, and shall take all necessary measures for his transfer.

The appointment of the accepted official shall be announced by the Bank for the period of assignment and shall take effect from the date of the arrival of the person concerned in the territory of the Republic of the Ivory Coast, where the Bank's headquarters are located.

This decision shall be communicated to the French Government through the Ambassador of France to the Republic of the Ivory Coast.

Any transfer of an official covered by this Convention which is envisaged by the Bank and would result in a change in the level or nature of the post to which he was appointed under this article shall be the subject of consultations with the French Government.

Article 5. Officials accepted by the Bank shall be made available to it for a period of two (2) years, renewable by agreement between the French Government and the Bank. This period shall cover two consecutive periods of assignment and the relevant leave time, as stipulated by French regulations.

Should the Bank intend to use the services of an official for a further period of assignment, it shall so inform the French Government at least four (4) months prior to the expiry of the initial period of assignment.

In all cases, the assignment may be renewed in the same manner in which it was announced.

The initial period of assignment may, however, be interrupted, in cases of *force majeure* or for health reasons by an exchange of letters between the French Government and the Bank.

Article 6. On the expiry of the period of assignment established by article 5 (1) above, the official shall automatically be reassigned to the French Government, unless his assignment to the Bank is renewed.

Article 7. The Bank may at any time terminate the employment, subject to communication of such decision to the French Government and to the official concerned giving, in all cases, three (3) months' advance notice.

The French Government may, in agreement with the Bank, terminate the assignment of an official on the same terms, should retaining the official appear to be detrimental to the interests of the two parties.

Whenever reassignment occurs prematurely by decision of the Bank, without being motivated by serious professional misconduct, all costs connected with the return journey and the repatriation of the official's belongings, in accordance with French regulations, shall be borne by the Bank.

Article 8. Sick leave of more than three (3) months granted to the officials concerned, as well as evacuation for health reasons, shall terminate the assignment.

The costs of repatriation or evacuation for health reasons shall in such instances be borne by the French Republic.

TITLE III. RECIPROCAL OBLIGATIONS OF THE PARTIES

Article 9. Officials assigned to the Bank under this Convention shall perform their duties under the authority of the President of the Bank. They shall be bound to comply with the regulations and instructions of the Bank.

Article 10. The Bank shall forward to the French Government, through the Ambassador of France to the Republic of the Ivory Coast, comments on the professional performance of the official assigned to the Bank under this Convention, at annual intervals established by agreement between the Parties.

Article 11. Personnel assigned to the Bank under this Convention shall be subject to no administrative penalty imposed by the competent authorities of the Bank other than reassignment to the French Government, together with a report stating the nature and circumstances of the conduct leading to such reassignment which may justify the initiation of appropriate disciplinary proceedings.

TITLE IV. COST SHARING

Article 12. The French Government shall bear the entire cost of remuneration of officials assigned to the Bank.

Article 13. The French Government shall also bear the cost of:

- Transport of officials assigned to the Bank, and of their families, from their place of residence to Bank headquarters at Abidjan and, subject to the provisions of article 7 (3) above, at the time of repatriation, of transport from the duty station to the place of leave specified, in so far as they are concerned, by French regulations;
- The allowances payable in connection with such travel, subject to the same reservation;
- Contributions for the establishment of the official's pension rights at the rates in force in the regulations of the French Republic.

Article 14. The Bank shall pay the personnel assigned to it a housing allowance and an installation allowance; the amount of these allowances shall be established, according to the official's family status, by an exchange of letters.

Officials assigned to the Bank shall be covered by the accident insurance policy provided by the Bank for its staff.

The Bank shall provide officials assigned to it under this Convention with the necessary material facilities for the performance of their duties.

When officials are sent by the Bank on missions within or outside the territory of States members of the Bank, it shall pay the travel costs and travel allowances of such officials, pursuant to the Bank regulations in force.

Article 15. In the exercise of their duties, officials covered by this Convention shall benefit from the privileges and immunities granted to Bank officials and employees, as well as to experts and consultants on mission for the Bank (in accordance with the relevant provisions set forth in the Agreement establishing the African Development Bank and in the Headquarters Agreement between the Government of the Republic of the Ivory Coast and the African Development Bank).

TITLE V. MISCELLANEOUS PROVISIONS

Article 16. This Convention is concluded for an indefinite period and it may be terminated by either of the Contracting Parties, giving twelve (12) months' written notice to the other Party.

Article 17. This Convention shall also apply to the operations of the African Development Fund and of special funds managed by the Bank.

Article 18. This Convention may be amended by agreement between the Parties.

Article 19. The two Parties shall make every effort to settle amicably any disputes arising from the application of this Convention through a commission made up of an equal number of representatives of the French Government and of the Bank.

Article 20. This Convention shall enter into force on the first day of the second month following the date of signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Convention.

DONE at Abidjan, on 15 March 1984, in two original copies in the French language.

For the Government
of the French Republic:

[Signed]

CHRISTIAN NUCCI
Minister responsible to the Minister for
Foreign Affairs for Co-operation and
Development

For the African Development Bank:

[Signed]

WILA D. MUNG'OMBA
President