

No. 26547

FRANCE
and
GABON

Convention concerning the provision of personnel by the French Republic to the Gabonese Republic (with protocol implementing article 16). Signed at Libreville on 1 April 1984

Authentic text: French.

Registered by France on 1 May 1989.

FRANCE
et
GABON

Convention relative au concours en personnel apporté par la République française à la République gabonaise (avec protocole d'application de l'article 16). Signée à Libreville le 1^{er} avril 1984

Texte authentique : français.

Enregistrée par la France le 1^{er} mai 1989.

[TRANSLATION — TRADUCTION]

CONVENTION¹ CONCERNING THE PROVISION OF PERSONNEL
BY THE FRENCH REPUBLIC TO THE GABONESE REPUBLIC

The Government of the French Republic and

The Government of the Gabonese Republic,

Conscious of the bonds of friendship and solidarity that unite them,

Wishing to promote the full development of those bonds in a spirit of cooperation and mutual understanding, based on a concern to compensate for the disparities in the level of development of the two countries and to ensure that the public services of the Gabonese Republic operate in the best possible conditions,

Have agreed as follows:

Article 1

The Government of the French Republic shall, as far as possible, make available to the Government of the Gabonese Republic, at its request, the personnel that Gabon considers necessary for the operation of the public services established in the territory and under its authority.

Article 2

On the basis of programmes and projects jointly decided upon and subject to annual review, the Government of the Gabonese Republic and the Government of the French Republic shall, by mutual agreement, draw up a list and a complete description of the posts to be filled.

Article 3

1. With a view to filling the posts referred to in article 2, the Government of the French Republic shall submit to the Government of the Gabonese Republic the candidacies (if possible, several for each post) of such of its personnel as it can release and whom it intends to make available to Gabon. Such candidacies shall be accompanied by a dossier including a curriculum vitae and an annotated evaluation of each candidate's professional performance during the previous three years.

2. On receipt of the candidacies, the Government of the Gabonese Republic shall have two months in which to accept or reject them.

3. Once that time-limit has expired, or in the event of rejection, the personnel who have not been accepted shall revert to the jurisdiction of the Government of the French Republic.

4. In the event of rejection of the candidacy, the Government of the French Republic shall, as far as possible, submit new proposals, which may be accepted or rejected on the same conditions set out above.

¹ Came into force on 22 September 1988, the date of the last of the notifications (effected on 11 September 1985 and 22 September 1988) by which the Contracting Parties informed each other of the completion of the required constitutional formalities, in accordance with article 24, with the exception of the protocol of application of article 16, which came into force with retroactive effect from 1 January 1984, in accordance with its article 6.

5. Notification of acceptance shall indicate the full duration and the nature of the duties assigned to the successful candidate for a given project or programme, or for a multiple assignment specified in the candidate's contract provided that it shall not involve the Gabonese Party in any additional expenditure.

6. The contracts of officials accepted by the Gabonese authorities shall take effect from the date of the officials' arrival in Gabonese territory or, in the case of tenured teaching staff, from the date of their secondment by the French Ministry of National Education. The French Party shall make any arrangements necessary to ensure that the officials arrive no later than two months after notification of their acceptance by the Gabonese Party.

7. Any transfer of an official covered by this Convention contemplated by the Government of the Gabonese Republic which would result in a change in the level or nature of the post to which he has been appointed shall be decided upon in consultation with the French Embassy at Libreville (Cooperation Mission).

Article 4

The Government of the Gabonese Republic shall keep the French Embassy (Cooperation Mission) regularly informed of any measure whatsoever applying to the personnel made available to it.

Article 5

1. Officials shall complete tours of duty the normal duration of which shall be set at:

- Two school or academic years, in the case of persons appointed to teaching or equivalent posts;
- Two years for other personnel.

2. The tour of duty may be shortened by mutual agreement between the two Governments or at the initiative of either. It may be extended by mutual agreement between the two Governments and with the consent of the persons concerned for no more than two additional two-year periods.

The personnel concerned shall be advised by the Government of the French Republic of the decision to extend their tour of duty at least two months before the normal date of expiration of the current tour of duty.

Article 6

1. The length of the work week required of officials shall be that in force in the Gabonese Republic for the category of national civil servants carrying out similar duties.

2. The work week may, however, be modified to take into account the particular needs of each public institution where personnel are required to work on the multiple assignments referred to in article 3, paragraph 5, above.

Article 7

1. The Government of the Gabonese Republic and the Government of the French Republic reserve the right to terminate an assignment or post at any time, provided that they notify simultaneously the other Government and the person concerned through the French representative in Gabon, giving three months' notice from the date of such notification.

2. As an exceptional measure and in cases where, in the estimation of either of the two Governments, serious difficulties might occur if the person concerned remained in his post, the Government of the French Republic or the Government of the Gabonese Republic may disregard the requirement to give advance notice. The reasons for the decision must be stated.

3. Where an assignment is terminated prematurely, through no fault of the person concerned, by decision of the Government of the Gabonese Republic, before the length of the assignment entitles the person concerned to repatriation on leave, all the costs of the return passage shall be borne by the Gabonese Republic.

4. Where an assignment is terminated, as described in the preceding paragraph, on the grounds of misconduct on the part of the person concerned, all the costs of the return passage shall be borne by the French Republic.

5. If the assignment is terminated in the same conditions because of the refusal of the person concerned to accept a transfer, responsibility for the costs of the return passage shall be determined by mutual agreement between the Government of the Gabonese Republic and the Embassy of France in Gabon (Cooperation Mission).

Article 8

An official may resign his duties in the Gabonese Republic only by giving notice simultaneously to the Government of the Gabonese Republic and to the Government of the French Republic (Cooperation Mission).

He shall cease his activities on the expiry of the period of notice. His tour of duty shall end on the date set by the Government of the French Republic for his return to France.

Notice shall be given two months in advance, except in the case of teaching staff, the length of whose notice shall be set at the time necessary to finish the current school year.

Shorter notice may be accepted by mutual agreement between the two Governments at the request of the official concerned or with his consent.

In no case shall notice be given by an official during his annual leave. In the event of non-compliance with the provisions of this paragraph, the French Government shall undertake to replace the defaulting official within two months at the most.

Article 9

Evacuation of an official for health reasons, convalescent leave and extended leave granted outside the territory of the Gabonese Republic shall terminate the assignment.

The same shall apply in the case of sick leave involving repatriation. The costs of repatriation or evacuation for health reasons shall be borne by the French Republic.

Article 10

1. Personnel made available to the Gabonese Republic under this Convention shall carry out their duties under the authority of that Government, and shall be obliged to comply with its regulations and instructions.

2. They shall be bound by the obligation to exercise professional discretion in all matters relating to facts, information or documents of which they have knowledge in, or in connection with, the performance of their duties.

3. They shall refrain from any act that may be detrimental to either the Government of the Gabonese Republic or the Government of the French Republic.

4. The two Governments shall also undertake not to require of personnel covered by this Agreement any act or manifestation which is unrelated to their duties.

5. In the performance of their duties, personnel to whom this Convention applies shall receive aid and protection from the Government of the Gabonese Republic to the extent that, in compliance with paragraph 3 above, they refrain from any involvement in the internal or external political affairs of the Gabonese Republic and from any act that may harm Gabonese interests, and provided that they comply with the laws and regulations in force in the Gabonese Republic.

Article 11

1. Officials made available to the Gabonese Republic may not engage in any gainful activity as defined by the general statutes applicable to them.

2. When the spouse of an official assigned to the Gabonese Republic wishes to engage in any gainful activity in the territory of that State, the official must make a prior declaration to that effect to the Government of the Gabonese Republic and to the Government of the French Republic, which may, by joint decision, take appropriate measures to safeguard the interests of the service.

Article 12

The Government of the Gabonese Republic shall, at the regular intervals established under the regulations of the French Republic, forward to the Government of the French Republic, through the French representation in Gabon, reports and notes on the performance of the personnel made available to it under this Convention. These performance evaluation reports and notes shall be prepared by the competent Gabonese authorities.

In that connection, the willingness of the officials to impart their knowledge and experience to the national officials mentioned in article 22 below shall be duly taken into account.

Article 13

In the case of professional misconduct on the part of any official made available by the Government of the French Republic to the Government of the Gabonese Republic, a report shall be drawn up by the latter specifying the nature and circumstances of the imputed facts.

That report, accompanied by a request for a written explanation addressed to the person concerned, the latter's reply and any other necessary information, shall be sent to the Government of the French Republic with or without a request for disciplinary action. The Government of the French Republic and the Government of the Gabonese Republic shall decide jointly what action to take on any such request.

The Government of the Gabonese Republic shall be kept informed of the results of the proceedings.

Article 14

The French Republic shall be directly responsible for the payment of the remuneration and social security costs of the officials made available to the Gabonese Republic under this Convention.

Article 15

The French Republic shall also be responsible for the following:

- Payment of the travel costs of officials made available to the Gabonese Republic and members of their families from their place of residence to their point of entry into the Gabonese Republic and subject to the provisions of article 7, paragraph 3, above at the time of their repatriation, from the point of departure from the Gabonese Republic to the point fixed by the regulations in force in the French Republic;
- The contribution necessary to maintain the pension rights of the officials in accordance with the rates in force under the regulations of the French Republic.

Article 16

The contribution of the Gabonese Republic to the costs specified in articles 14 and 15 shall be determined by a protocol annexed to this Convention.

Article 17

The Gabonese Republic shall provide the personnel concerned with the benefits in kind attaching to the post specified in the letter of appointment, in conformity with the standards in force in Gabon. The costs relating to housing and furniture for the officials shall be borne by the Gabonese Government.

In that connection, the Government of the French Republic shall seek appropriate means of providing assistance to the Government of the Gabonese Republic.

Officials and their families shall, in particular, receive medical treatment, drugs and hospital care on the same grounds and on the same conditions as Gabonese officials.

Except in the case of specific fees, expenses or travel allowances provided for under a regulation of the Government of the Gabonese Republic, no special remuneration shall be granted to the personnel covered by this Convention in their personal capacity.

Article 18

The personnel made available to the Gabonese Republic by the Government of the French Republic shall be subject to the system of taxation prescribed by the ordinary law of Gabon with respect to their income from technical cooperation activities, on the following conditions:

After the exclusion of any supplement, increase or grant based on family considerations, the tax base for such personnel shall consist of:

- The remuneration paid to them for the period of their actual stay in Gabon, not including any fraction thereof corresponding to an expatriation allowance, hardship allowance or incentive bonus;
- The full amount of any remuneration in respect of leave following their stay in Gabonese territory.

From the gross tax base defined above must be subtracted any withholdings from the salary of, or payments made by, the individuals concerned in respect of social security or retirement benefits, as well as the 20 per cent deduction provided for by Gabonese legislation.

The Government of the French Republic shall report annually to the Government of the Gabonese Republic the gross tax base defined above.

Article 19

For a period of six months from the beginning of each period of service, the Gabonese Government shall exempt officials from all customs duties and taxes in respect of furniture and personal effects brought into the territory of the Gabonese Republic.

Article 20

1. Additional agreements may be concluded to cover personnel in certain services or groups of services in consideration of their special status or the special functions which they may be called upon to assume in the Gabonese Republic, provided that they do not derogate from the spirit of this Convention.

2. The Embassy of France at Libreville (Cooperation Mission) shall cooperate with the Government of the Gabonese Republic in studying any particular problems that might arise in connection with the implementation of this Convention.

It shall be informed of all documents concerning personnel covered by this Convention addressed to the Government of the French Republic by the Government of the Gabonese Republic.

3. The Embassy of Gabon in Paris shall cooperate with the Government of the French Republic in studying any particular problems that might arise in connection with the implementation of this Convention.

It shall be informed of all documents concerning personnel covered by this Convention addressed to the Government of the Gabonese Republic by the Government of the French Republic.

Article 21

The Government of the French Republic may make experts available to the Government of the Gabonese Republic for such missions, not exceeding three months in duration, as may be jointly decided upon.

The costs relating to such missions shall be apportioned in the following manner:

- The Government of the Gabonese Republic shall bear the costs of the experts' housing and local travel.
- The Government of the French Republic shall bear the costs of the experts' remuneration and international travel.

Article 22

1. In accordance with the convention adopted between the two Governments, and in order to accelerate the replacement of French cooperation personnel by Gabonese nationals, the Government of the French Republic shall make scholarships and in-service training funds available to the Government of the Gabonese Republic. It shall receive civil servants and other national officials whose names are proposed by the Government of the Gabonese Republic for training and refresher courses in French educational institutions, and also for in-service training in governmental and quasi-governmental institutions.

2. The Government of the French Republic and the Government of the Gabonese Republic shall seek to keep the recipients of scholarships and in-service training grants in the discipline for which they obtained the scholarship or grant.

3. The Government of the French Republic shall bear the costs of such studies and in-service training in accordance with the applicable regulations in force, as well as the costs of the beneficiaries' round-trip travel and the shipment of their effects.

4. In addition, the Government of the French Republic shall agree to promote the hiring of Gabonese management staff by French governmental and quasi-governmental companies involved in development cooperation activities with Gabon.

5. In the same spirit, and for the duration of the contract, the Gabonese Party shall undertake to provide each technical assistance official in a governmental and quasi-governmental administration with a national counterpart, so that knowledge and experience can be transferred from the one to the other.

Article 23

The two Parties agree to establish a joint *ad hoc* committee as a subsidiary body of the Commission for Cultural and Technical Affairs and Training, established within the Main Joint Commission. The committee shall meet as required to consider questions arising in connection with the implementation of this Convention and shall submit to the Main Joint Commission any recommendations it may deem useful.

Article 24

This Convention shall enter into force after the two Contracting Parties have notified each other of the completion of the constitutional formalities required under the legislation of each country.

In the event that it is denounced, the Contracting Parties shall take any necessary measures to ensure the continuation and completion of programmes and projects undertaken under this Convention.

Either Contracting Party may request the revision or amendment of this Convention and the immediate opening of negotiations to that end.

Any revisions or amendments shall enter into force on the date of the last notification of their approval.

Article 25

This Convention abrogates the Convention of 12 February 1974¹ and the protocols annexed thereto.

DONE at Libreville, on 1 April 1984.

For the Government
of the French Republic:

[*Signed*]

PIERRE MAUROY
Prime Minister

For the Government
of the Gabonese Republic:

[*Signed*]

LÉON MEBIAME
Prime Minister

¹ United Nations, *Treaty Series*, vol. 1563, No. I-27189.

PROTOCOL IMPLEMENTING ARTICLE 16 OF THE CONVENTION CONCERNING THE PROVISION OF PERSONNEL BY THE FRENCH REPUBLIC TO THE GABONESE REPUBLIC AND ESTABLISHING THE MODALITIES FOR THE APPORTIONMENT OF COSTS

Article 1

Pursuant to the provisions of article 16 of the Convention concerning the provision of personnel by the French Republic to the Gabonese Republic, the contribution of the Gabonese Government to the costs relating to technical cooperation officials shall be set at 50 per cent of all such charges, including:

- The remuneration of the officials (basic salary, expatriation allowance, hardship allowance, and incentive bonus, if any);
- Social security costs (family allowances, employer's social security contribution, pension contribution);
- Travel costs as defined in article 15 of the general Convention.

Article 2

Two revenue orders, drawn up on the basis of the staffing level on 1 January and including personnel on duty or on statutory leave, shall be issued by the Government of the French Republic and shall cover the period from 1 January to 30 November. The first revenue order, relating to the first six months of the year, shall be issued in January and shall be settled by the Government of the Gabonese Republic before 1 July; the second, relating to the period from 1 July to 30 November, shall be issued in June and shall be settled before 1 December.

A corrective order, taking into account the actual staffing level between 1 January and 31 December, shall be issued before 15 February of the following year and shall be settled before 31 March.

That corrective order shall also cover the period from 1 to 31 December of the year in question.

Article 3

The number of technical cooperation officials subject to the provisions of this Protocol shall be set at no more than 630, and this figure must be reached no later than 31 December 1985.

Article 4

For the year 1984, and as an exceptional measure, the difference between the costs specified in article 1 of this Protocol, and the expenditure corresponding to the cost of 630 officials, calculated on the basis of an average cost, shall be fully borne by the Government of the Gabonese Republic.

Article 5

The two Parties shall review the modalities for the implementation of this Protocol for the fiscal year 1985 before the end of 1984, in the *ad hoc* committee to be established under article 23 of the Convention.

Article 6

This Protocol shall enter into force on 1 January 1984.

DONE at Libreville, on 1 April 1984.

For the Government
of the French Republic:

[Signed]

PIERRE MAUROY
Prime Minister

For the Government
of the Gabonese Republic:

[Signed]

LÉON MEBIAME
Prime Minister
