

No. 27190

FRANCE
and
BURKINA FASO

Agreement concerning the functioning of the Prosthesis Centre at Ouagadougou. Signed at Ouagadougou on 31 January 1963

Authentic text: French.

Registered by France on 10 April 1990.

Termination (*Note by the Secretariat*)

FRANCE
et
BURKINA FASO

Accord concernant le fonctionnement du Centre d'appareillage de Ouagadougou. Signé à Ouagadougou le 31 janvier 1963

Texte authentique : français.

Enregistré par la France le 10 avril 1990.

Abrogation (*Note du Secrétariat*)

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN FRANCE AND UPPER VOLTA CONCERNING THE FUNCTIONING OF THE PROSTHESIS CENTRE AT OUAGADOUGOU

The Government of the French Republic, represented by His Excellency Mr. Jacques Ravail, Ambassador of France to the Republic of Upper Volta, on the one hand, and

The Government of the Republic of Upper Volta, represented by His Excellency Mr. Lompolo Kone, Minister for Foreign Affairs, on the other,

Have agreed as follows:

Article 1

The purpose of this Agreement is to establish the conditions under which the Prosthesis Centre at Ouagadougou, which has been administered for five years by French physicians and prosthetists, shall assume the responsibility, at the request of the Government of the Republic of Upper Volta, for providing prostheses to its nationals who are entitled to free medical care and to established and contractual officials, including soldiers in the National Army of Upper Volta who are wounded while in service and persons covered by labour and social security legislation; disabled war veterans who are covered by the French Pension Code and are therefore eligible for such care provided by the French Government shall not be covered by this Agreement.

Article 2

A covered individual referred to in the preceding article whose condition, in the opinion of the Upper Volta Ministry for Public Health and Population, warrants the use of a prosthetic or orthopaedic device (or the wearing of an orthopaedic shoe) must be registered at the Prosthesis Centre at Ouagadougou; registration may be effected simply upon presentation of a request issued by the Upper Volta Ministry for Public Health and Population.

Article 3

The Administration of the Prosthesis Centre shall select the appropriate device for disabled persons, accept delivery of devices from approved suppliers and authorize repairs to and the replacement of devices where they are deemed to be worn out or beyond repair.

However, the Administration's proposals may be implemented only after the approval by the Ministry for Public Health and Population of the relevant commitment of funds. Furthermore, the Administration of the Centre alone shall be qualified to determine, with the agreement of the Ministry for Public Health and Population, that a disabled individual cannot be fitted with a device, in the exceptional circumstance in which the device appropriate for the disability cannot be utilized.

¹ Came into force on 31 January 1963 by signature, in accordance with article 10.

Article 4

Devices must be selected from among those included in the nomenclature and the schedule of health benefits applicable to war veterans covered by the French Disability Pension Code.

The provision of a prosthetic device shall also include the provision of any prosthetic or orthopaedic accessories necessitated by the illness or disability, including:

- (a) The device itself;
- (b) The attachment mechanism;
- (c) Any accessories needed in order to fit the device or to compensate for the deficient function.

The Administration of the Prosthesis Centre shall be responsible for accepting delivery of new or repaired devices and, where it has reason to suspect that a device has a manufacturing defect, shall refuse it and return it for modification to the supplier, who shall not be entitled to any compensation should it be determined that a manufacturing defect exists.

All devices submitted for acceptance must bear a serial number and the name of the manufacturer; their absence shall result in the rejection of the device.

The Centre shall provide the individual concerned with a certificate of acceptance at the time when it delivers the device.

The device must be used for two weeks before it can be accepted.

This trial period shall be extended to two months in the case of guaranteed devices (Duralumin, reduced wood). If within a period of two months the device proves unsatisfactory and is in good condition, the supplier shall be required to take it back.

Upon the expiry of the trial period, if the individual concerned is satisfied with his device he shall transmit to the Head Physician of the Prosthesis Centre the certificate of acceptance, which shall be dated and signed either personally or by a local authority (the unit commander or physician).

Where, on the contrary, the device proves unsatisfactory, the individual shall, through the local authority, so inform the Head Physician of the Centre, who shall make arrangements to have the required modifications made. The certificate of acceptance shall be signed only after all the modifications which were deemed necessary have been completed.

In the event of a dispute, the Head Physician of the Prosthesis Centre shall settle the matter.

In all cases, a certified copy of the certificate shall be forwarded to the Minister for Public Health and Population.

Where the covered individual has neither returned the certificate nor submitted a claim within the aforementioned time-limits, the device shall be considered accepted.

The prosthetic devices shall be guaranteed against all manufacturing defects and malfunctions.

Such guarantees shall in principle be valid for three years. This period shall be extended to five years in the case of devices such as those made of Duralumin and reduced wood, which are covered by special provisions set forth in the fee schedule.

The guarantee shall apply to major components such as sockets, knees, bolts, calves and feet.

However, it shall not apply:

- (1) To miscellaneous accessories including braces, tractors and rubber fittings;
- (2) In the case of a physiological or pathological change in the stump;
- (3) In the case of accidents which cannot be ascribed to the poor quality of the raw materials or to manufacturing defects.

Article 5

A disabled individual registered at the Centre in accordance with the provisions of article 2 shall be asked to report to the Prosthesis Centre or to the unit headquarters during a visit of a mobile health unit by the Ministry for Public Health and Population (or by another designated Upper Volta authority or the Administration of the Prosthesis Centre).

Following an examination, the Administration of the Prosthesis Centre shall determine the type of device to be provided and shall set out its conclusions in a prosthesis report which shall be prepared in duplicate, one copy of which shall be transmitted without delay (at the latest within two weeks following the return of the mobile health unit to Ouagadougou) to the Ministry for Public Health and Population, and the other copy of which shall be retained by the Centre.

Within a maximum period of 20 days, the Ministry for Public Health and Population of Upper Volta shall indicate whether or not it agrees to defray the cost of the prosthetic device (as envisaged in the second paragraph of article 3).

Article 6

Upon receipt of the agreement of the Ministry for Public Health and Population, the Centre shall transmit a letter ordering the device to the Head Physician of the Prosthesis Centre of Marseilles, indicating, where possible, the name of a supplier selected from among those which it has approved.

The order shall then be filled as expeditiously as possible. Devices shall be shipped through the Centres by air from France to Upper Volta or vice versa in accordance with the existing procedures for the provision of prostheses to disabled veterans.

Orthopaedic shoes may be replaced when they are deemed to be worn out and beyond repair, the minimum useful life of such a shoe being one year. The cost of repairing orthopaedic shoes shall be borne in their entirety by the Government of Upper Volta.

The regular shoe for the healthy foot may be ordered by the Centre and custom made by the orthopaedist. The costs pertaining to the supply, repair, replacement and shipping of the shoe shall be borne by the Government of Upper Volta.

Persons who have had both legs amputated and who simultaneously use a wooden leg and an artificial leg may receive a custom-made shoe free of charge for the artificial limb where it proves difficult to purchase an unmatched shoe.

Individuals using either one or two artificial limbs shall be entitled to reimbursement for a pair of shoes acquired in accordance with the reimbursement schedule applicable to veterans.

Mini-carts and wheelchairs shall be reserved for individuals with major disabilities resulting from severe and incurable conditions of the locomotor system (persons who have had both lower limbs amputated, persons who have undergone hip disarticulation and paraplegics).

Where repair or replacement is required, the disabled individual shall, upon the advice of the medical authority closest to his home, forward to the Prosthesis Centre, through the local authority, the devices or accessories needing repair or replacement, together with a letter indicating the nature of the required repairs, and a certified copy of the letter shall be transmitted to the Ministry for Public Health and Population. The Administration of the Centre shall evaluate the condition of the device and determine whether repair or replacement is appropriate.

Replacement and repair costs shall require authorization as envisaged in the second paragraph of article 3 and the third paragraph of article 5.

If repairs to the device are required, individuals receiving free medical assistance shall immediately notify the Prosthesis Centre of that fact through the local authority. Upon receipt of said notification, the Centre may, if it is in a position to do so, send the individual concerned a temporary device, which in such cases must be returned by the disabled individual as soon as his own device is back in his possession.

To the extent possible, repairs shall be made in the workshop of the Prosthesis Centre. Where that is not feasible, the Centre shall immediately contact the manufacturer, provided that the latter's guarantee period for a device it has provided has not expired.

The Prosthesis Centre shall follow the practical shipping procedures applied to recipients of free medical assistance.

Article 7

The costs of acquisition, repair, replacement and, in general, of all operations relating to the provision of prostheses borne by the Upper Volta Ministry for Public Health and Population shall be the same as those pertaining to the provision of prostheses to other persons treated at the Centre at Ouagadougou.

A 15 per cent surcharge shall be added to those prices. This mark-up represents a share of the Centre's operating costs pertaining to the provision of prostheses to the Upper Volta nationals referred to in article 1.

The Prosthesis Centre accordingly shall transmit to the Upper Volta Ministry for Public Health and Population a monthly statement listing the following amounts due:

(1) The cost of the devices provided to the covered individual with the agreement of the Upper Volta Ministry for Public Health and Population or the costs of repairing and shipping the various accessories;

(2) The above-mentioned share of administrative costs (15 per cent) pertaining to the cost of providing prosthetic devices;

(3) Travel costs, where applicable;

(4) Charges for shipping between France and Upper Volta and, where applicable, within Upper Volta.

Reimbursement of the aforementioned costs shall be effected as soon as possible, and within four months at the latest.

Article 8

In the event of the death of an individual who has received, or has been designated to receive, a prosthetic device:

(1) The Ministry for Public Health and Population and the Prosthesis Centre shall notify one another promptly of the death of the individual. The Centre, acting on behalf of the Ministry for Public Health and Population, shall request the heirs of the person concerned to return or send to it carriage forward the mini-cart, wheelchair or other prosthetic device;

(2) If the individual dies during the manufacturing process, that process shall immediately be halted.

If the prosthetic device was manufactured by a supplier, the device shall remain with the supplier, who shall receive:

(a) In the case of wood or leather prosthetic and orthopaedic devices whose manufacture has been partly completed: one half of the cost of the finished device;

(b) In the case of such devices whose manufacture has been complete but which were not used by the individual and have been delivered to the Centre: three fourths of the cost of the finished device;

(c) In the case of Duralumin or polyester devices: an allowance, the amount of which shall be established by the Special Health Benefits Office at the request of the Prosthesis Centre, and agreed to by the Ministry for Public Health and Population, up to the amount that would be payable by the Ministry if the person concerned had been a disabled veteran.

In the case of shoes, the device shall remain with the supplier, who shall be entitled to full payment.

Article 9

The Prosthesis Centre at Ouagadougou shall be open to all nationals of Upper Volta, Ivory Coast, the Niger and Dahomey who are employed in the health services and wish to specialize in this field.

Article 10

This Agreement, which shall enter into force on the date of its signature, is concluded for a period of five years and may be extended annually by mutual agreement unless notification is given by registered letter six months in advance by the party wishing to terminate it.

DONE at Ouagadougou on 31 January 1963.

For the Government
of the Republic of Upper Volta:

[Signed]

LOMPOLO KONE
Minister for Foreign Affairs

For the Government
of the French Republic:

[Signed]

JACQUES RAVAIL
Ambassador of France to Upper Volta

TERMINATION (*Note by the Secretariat*)

The Government of France registered on 1 May 1989 the Convention between the Government of the French Republic and the Government of Burkina Faso concerning the Prosthesis Centre of Ouagadougou signed at Paris on 4 February 1986.¹

The said Convention, which came into force on 28 June 1988, provides, in its article 4, for the termination of the Agreement of 31 January 1963 concerning the functioning of the Prosthesis Centre at Ouagadougou.²

(10 April 1990)

¹United Nations, *Treaty Series*, vol. 1530, No. I-26551.

²See p. 246 of this volume.