

**No. 27479**

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**FRANCE  
and  
ZAMBIA**

**Cultural and Technical Cooperation Agreement. Signed at  
Lusaka on 21 March 1980**

*Authentic texts: French and English.*

*Registered by France on 7 August 1990.*

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*Textes authentiques : français et anglais.*

*Enregistré par la France le 7 août 1990.*

CULTURAL AND TECHNICAL CO-OPERATION AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA AND THE GOVERNMENT OF THE FRENCH REPUBLIC

The Government of the Republic of Zambia and the Government of the French Republic, wishing to consolidate the good relationship between the two States and to define the general framework of their co-operation in cultural and technical fields, on a basis of equality and true partnership, are agreed on the following:

ARTICLE I

The two Governments decide to organize between their States, in matters pertaining to education, the training of administrative and technical staff of medium and higher levels, research and development, cultural and technical co-operation, the terms of which may be specified at a later date by means of complementary Arrangements concluded on the basis of the present Agreement and in implementation thereof.

ARTICLE II

The two Governments will search for the best ways of promoting the teaching of the other country's language and/ or culture.

<sup>1</sup> Came into force on 12 October 1989, the date of receipt of the last of the notifications (of 23 February 1983 and 14 September 1989) by which the Parties informed each other of the completion of the required constitutional procedures, in accordance with article 14.

## ARTICLE III

Each of the two Governments, conscious of the importance of training personnel for the teaching of the other country's language and/ or culture in its own country, will provide the other party with assistance in achieving this aim, and, in particular, in the organization of educational courses, the sending of study missions, the organization of exchanges and visits of teachers, cultural personalities and groups of students.

## ARTICLE IV

Each of the two Governments will further, in its own country, the activities of the cultural, scientific and technical institutions such as Cultural Centres, Research Centres and Educational Bodies created by the other party with the agreement of the relevant National Authorities. Each of the contracting parties will also provide its assistance in the running of private establishments which contribute, in its own country, to the teaching of the language and/or culture of the other country.

## ARTICLE V

Within the framework of their respective national legislations, the Contracting Parties will

reciprocally facilitate in their countries the importation and distribution of:

1. books, magazines and other cultural, scientific and technical publications, together with their relevant catalogues;

2. films, musical works (scores or sound recordings), radio and television programmes.

Otherwise, Contracting Parties will, as far as possible, collaborate in events and exchanges organized in these fields.

#### ARTICLE VI

The Government of the French Republic, at the request of the Government of the Republic of Zambia, will endeavour:

1. to put at the disposal of the Government of the Republic of Zambia teachers and personnel who should either teach in secondary schools and higher educational institutions, participate in research, offer technical advice for specific problems or organize training courses;

2. to assist the Government of the Republic of Zambia in the achievement of its scientific and technical research projects or economic and social development schemes, especially by using the assistance of French institutions and bodies specialized in these matters;

3. to award to Zambian citizens scholarships of a cultural or technical nature, in various disciplines and for various lengths of time. The selection of candidates for cultural and technical scholarships offered by the Government of the French Republic is incumbent on a special joint two-party Committee which will meet every year in Lusaka;

4. to organize in France or in Zambia special courses and professional training sessions reserved to nationals of the Republic of Zambia;

5. to provide documentary material or any other means of diffusion for cultural, scientific and technical information;

6. to further the assistance of specialized Organizations in studies aiming at the economic and social development.

#### ARTICLE VII

A Joint Commission, the members of which will be respectively appointed in equal numbers by the two Governments and to which experts may be associated, will meet every two years, alternately in Paris or Lusaka. The Joint Commission will prepare, in the light of the results already obtained, the programmes for the following years and submit it to each Government for approval. During the interval between the meetings of the Joint Commission, the programmes may be modified by mutual agreement.

## ARTICLE VII)

With regard to the French personnel recruited for a period of twelve residential months or more in Zambia, the co-operation between the two Governments in application of the present Agreement and any complementary Agreements, as defined in ARTICLE I of the present Agreement, which might be concluded, shall be financed according to the following terms, unless otherwise specifically agreed:

A. The Government of the Republic of Zambia will provide:

1. the basic salary appropriate to the appointment under Zambian Government regulations for local officers;

2. all the emoluments and allowances normally paid to local officers of similar status and experience;

3. for the duration of assignment, suitable housing, with hard furnishings, of a standard appropriate to the officer and family. Rental charges will be levied in accordance with the current practice in Zambia applicable to officers of similar or equal rank;

4. the full hotel bill for the initial period during which an officer and his family have to be accommodated in a hotel before moving into a house or a flat.

B. The Government of the French Republic will provide:

1. if necessary, a complement to salaries and allowances as defined in paragraphs A1. and A2. above;

2. the travel expenses to and from Zambia together with the transport of personal and household effects of the officer and his family, according to the officer's allowance,

#### ARTICLE IX

The Government of the Republic of Zambia will provide the French personnel to the same extent as provided to the officials of the Government of the Republic of Zambia:

1. local transport for official journeys or kilometre allowances when a personal motor vehicle is used on official journeys;
2. medical facilities;
3. necessary facilities including offices or laboratories, secretarial services, free postage and telecommunications for official duties so as to enable these personnel to accomplish their duties.

#### ARTICLE X

The French personnel sent to the Republic of Zambia in accordance with the present Agreement and complementary Arrangements as defined in ARTICLE I of the present Agreement and which might be concluded, will,

during their stay in Zambia, benefit by the following provisions:

1. exemption from the payment of all import duties on all personal and household effects brought into the country within six months of their first arrival, provided that such items were owned and used by the personnel prior to their leaving their former place of residence, and provided these items belonged to them or members of their family;

2. exemption from the payment of income tax, or any other tax imposed by laws in force from time to time in the Republic of Zambia, on salaries and allowances which might be paid by the French Government;

3. exemption from the payment of all import duties on one motor vehicle imported or purchased ex-bond duty-free within six months, the expert will not be allowed to so import more than one motor vehicle within the said six months;

4. any motor vehicle imported or purchased ex-bond duty-free under the above conditions will be liable to customs duty if it is sold in Zambia within two years from the date of importation, except in the case where the buyer is granted the same privileges as the seller;

5. authorisation to export, free from duties and for a period of six months after the termination of their assignment in Zambia, the goods brought into the country under the conditions laid down in Paragraph 1 of this Article or to sell these goods locally and free from duties, provided the buyer is granted the same privileged as the seller.

the same shall hold for personal and household effects which, within reasonable limits, have been acquired during the period of their assignment in Zambia.

The term "personal and household effects" shall include for each household one motor vehicle, one radio, one record-player, one tape-recorder, one washing-machine, one television set, minor electrical appliances and one set of photographic and cine equipment;

6. authorization, at the end of their duties, to convert into a convertible currency and to transfer freely the balance of their personal savings on the salary paid to them during their stay by the Government of the Republic of Zambia in accordance with the Exchange Control Regulations of the Bank of Zambia;

7. granting, free of charge and without undue delay, entry and exit visas, and other permits, for themselves and their families;

8. freedom to enter and leave the territory of the Republic of Zambia for both personnel and their families, in accordance with the immigration laws;

9. in case of any offence, civil or criminal, committed in the course of their official duties, the French personnel shall not be subject to any sanction other than immediate deportation to France, at the option of the Government of the Republic of Zambia, the French Government bearing the expenses so occasioned and also meeting the civil liabilities resulting from such offences.

For any traffic offence or any other offence, civil or criminal, committed outside their course of

employment, the French personnel shall be amenable to the Laws of Zambia;

10. In the event of an emergency or a serious international crisis, the Government of the Republic of Zambia will assist, in any way possible, with the repatriation of the said French personnel and of their families.

#### ARTICLE XI

Whenever the Government of the French Republic, pursuant to this Agreement, provides the Government of the Republic of Zambia or associations or organizations or for specific projects in Zambia with materials, supplies and equipment imported or purchased prior to customs clearance, the Government of the Republic of Zambia will allow duty-free entry and exemption from import and export restrictions or any other fiscal charges.

Likewise, documentary materials and other means, as defined in Paragraph 5 of ARTICLE VI of the present Agreement and sent to Zambia for cultural or co-operation purposes in the context of the present Agreement (films, books, recordings, works of art, various equipment) will be tax- and duty-free not only when entering or leaving the territory of the Republic of Zambia but also during use, provided that this is free of charge.

## ARTICLE XII

The complementary Arrangements as defined in ARTICLE I of the present Agreement will specify in every case the nature and the duration of the French personnel's missions, as well as the personnel and equipment put at the disposal of these missions by the Government of the Republic of Zambia.

## ARTICLE XIII

The provisions of the present Agreement apply to the French personnel who are already in Zambia and whose services fall under this Agreement. Yet the Government of the Republic of Zambia is not required to make repayment in respect of import duties or other charges already paid by the French personnel in Zambia, nor duty to which they have already become liable.

## ARTICLE XIV

Each of the two Governments will notify the other upon the completion of the constitutional proceedings to bring this Agreement into effect. The present Agreement will come into force from the day the later notification is received.

## ARTICLE XV

The present Agreement, as well as the Complementary Arrangements mentioned in ARTICLE I and which are part and parcel of the said Agreement, will only be amended by mutual agreement, by an exchange of Diplomatic Notes between the two Governments.

## ARTICLE XVI

The present Agreement shall remain valid for a period of five years from the date of its entry into force. It will be extended by tacit agreement unless it is denounced by either of the two Governments upon written notices at least six months before the expiration of this five-year period.

In the event of an extension of time, the present Agreement may be denounced at any time by either of the two signatory Governments, this denunciation taking effect six months after its notification by either Government to the other Government.

Notwithstanding the possible denunciation of the present Agreement, all personnel serving under the provisions of the present Agreement shall be allowed to complete their tours of duty or contract service as if the present Agreement were still in force.

IN WITNESS WHEREOF the undersigned, duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in Lusaka on this 21st day of March, 1980 in two originals one in the English language, the other in the French language - both texts equally authoritative.

For the Government  
of the Republic of Zambia:  
[UNIA MWILA]

For the Government  
of the Republic of France:  
[JACQUES GASSEAU]

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