

No. 27609

**FRANCE
and
ZIMBABWE**

**Agreement on cultural and technical cooperation. Signed at
Harare on 17 March 1986**

Authentic texts: French and English.

Registered by France on 30 October 1990.

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et
ZIMBABWE**

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Textes authentiques : français et anglais.

Enregistré par la France le 30 octobre 1990.

AGREEMENT¹ OF CULTURAL AND TECHNICAL CO-OPERATION
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
FRANCE AND THE GOVERNMENT OF THE REPUBLIC OF
ZIMBABWE

The Government of the Republic of France and the Government of the Republic of Zimbabwe, wishing to strengthen the friendly relations existing between their two countries and to define the general framework of their cultural and technical co-operation on a basis of equality and partnership

Are agreed on the following :

ARTICLE I

The parties agree to initiate cultural and technical co-operation in the areas of education, administrative and technical personnel training, at both the intermediate and higher levels, and research and development.

Details of such co-operation may be specified and implemented by means of separate and subsidiary agreements concluded within the framework of this Agreement.

ARTICLE II

In order to implement this co-operation, the French Government will, at the request of the Zimbabwe Government, endeavour to ensure, in respect of projects and programmes covered by a separate agreement, that :

a) **trainers and teachers** are put at the disposal of the Zimbabwe Government ;

b) **experts** are put at the disposal of the Zimbabwe Government to participate in research, to offer technical advice if necessary and/or to organise training sessions ;

¹ Came into force on 19 March 1990, the date of the last of the notifications (of 1 September 1987 and 19 March 1990) by which the Parties informed each other of the completion of the required constitutional proceedings, in accordance with article XVII.

c) assistance is provided to the Zimbabwe Government for implementing scientific and technical programmes and economic and social programmes, particularly by collaborating with organisations or institutions specialising in these areas ;

d) academic and technical scholarships are awarded and vocational training courses organised in France or Zimbabwe for Zimbabwean citizens. The selection of candidates for these grants and scholarships will be determined by a Special Joint Committee which will meet every year in Harare ; and,

e) media through which cultural and technical information is normally disseminated (books, magazines, videos, etc.) be made available.

ARTICLE III

Within the framework of their respective national laws the parties will :

a) facilitate the importation and dissemination in their countries 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 ; and,

3°) works of art and reproductions thereof. Both parties will, as far as possible, collaborate in events and exchanges organised in these fields ; and,

b) encourage the activities of the cultural, scientific and technical organisations which the other may set up in its territory with the authorisation of the relevant national authorities. These organisations may include scientific academies, cultural centres and associations, educational institutions and research centres. Such organisations may be accorded local legal status.

ARTICLE IV

The French Government may also participate in Zimbabwe Development Projects and Programmes according to forms and modes to be defined under specific agreements.

ARTICLE V

In order to facilitate the development of cultural and technical co-operation between the two countries, the parties will seek ways and means to promote the French language in Zimbabwe.

ARTICLE VI

The parties will appoint a Joint Commission, assisted where necessary by experts, composed of delegates from both countries to review existing programmes of cultural and technical co-operation and to lay down guidelines for the scope and direction of future programmes. Such programme guidelines will be submitted to both Governments for approval. Meetings of the Joint Commission will take place in Paris and Harare alternatively and when both parties deem it desirable.

ARTICLE VII

A) The financial arrangements for the secondment of French personnel to be engaged into co-operation projects and programmes in Zimbabwe will be as follows :

a) The French Government will pay :

1°) all salaries and allowances and insurance costs deemed necessary ;
2°) the cost of travel to and from Zimbabwe for the expert, including his personal effects, and the cost of travel of his family.

b) The Zimbabwe Government may provide hotel accommodation for the first fourteen (14) days from the date of arrival.

B) In certain instances, however, co-financement may be agreed upon between the parties for an expert assigned to a Zimbabwe post and in such a case :

a) The Zimbabwe Government will pay :

- 1°) the salary applicable to the post in terms of Zimbabwe Government regulations ;
- 2°) any allowances normally paid to local experts of similar status and experience ; and,
- 3°) transport and subsistence allowances in accordance with Zimbabwe regulations.

b) The French Government will pay :

- 1°) such supplement to the salary and allowances specified in paragraph "a" above as may be considered necessary, and
- 2°) the cost of travel to and from Zimbabwe for the experts, their personal effects and the cost of travel for their family.

C) Regarding those agents not seconded to the Zimbabwe Government, but to institutions or projects responsible to the French Government and whose functions are carried out in agreement with the Zimbabwe Government, including all cultural centres of the Embassy of France, such as :

1. The French School in Harare ;
2. The Alliance Française ;
3. The French Research and Cultural Exchange Centre ;
4. The Educational Bureau,

the Zimbabwe Government shall grant them the same status and the same privileges as those accorded to the experts mentioned in paragraphs A) and B).

In the case of it being considered necessary by the two contracting parties, these two may intervene, through a complementary agreement, in establishing particular arrangements concerning status, guarantees and the advantages accorded to the agents covered by the present Agreement.

ARTICLE VIII

For French personnel appointed under article VII, the Zimbabwe Government will provide similar facilities normally made available to local experts, such as :

a) an office or laboratory, technical equipment and appropriate personnel, and

b) either transport for official journeys or pay a mileage allowance when a private motor vehicle is used on official journeys.

ARTICLE IX

Should the French Government supply the Zimbabwe Government or local government authority or institution, as selected by common consent within the framework of this Agreement, with educational, scientific and technical materials, or with machines, instruments or equipment, the Zimbabwe Government shall authorise the entry of such supplies, exempt them from all import and customs duties and permit their eventual re-exportation free of any charges.

The same exemptions and permission will be granted by the Zimbabwe Government for the importation of necessary educational, scientific and technical materials or equipment for the personnel mentioned under article VII.

The Zimbabwe Government shall bear any temporary storage costs for such materials and equipment at its point of arrival in Zimbabwe and also the cost of transportation to its eventual destination.

ARTICLE X

In respect of French personnel appointed under article VII of this Agreement, the Zimbabwe Government will permit :

a) their exemption from income tax in Zimbabwe on emoluments paid to them by the French Government provided they prove to the satisfaction of the Commissioner of Taxes that they are being taxed on such emoluments in their country of permanent residence ;

b) exemption from all customs and import duties on their declared household and personal effects imported by them and their families into Zimbabwe within six months of first arrival. Such effects may not be disposed of until two years after the date of their first arrival without the prior permission of the Controller of Customs and Excise. This duty free concession shall include one motor vehicle per family or the purchase, in bond, of one new motor vehicle within six months of their first arrival in Zimbabwe.

ARTICLE XI

All French personnel appointed under article VII of this Agreement will be permitted to remit from Zimbabwe, on a monthly basis, in terms of the exchange control law and policy, up to thirty-three and one-third percent of their gross emoluments. In addition to this, any personal funds having been brought into Zimbabwe through normal banking channels shall be freely exportable on termination of their contracts of employment.

ARTICLE XII

Subject to the provisions of this Agreement the Government of Zimbabwe shall provide French personnel, appointed under article VII of this Agreement, with Entry and Temporary Work Permits as necessary for the implementation of their assignments, as for other international experts.

ARTICLE XIII

The Government of Zimbabwe and any other organisation to which French personnel appointed under article VII of this Agreement, are assigned, shall indemnify and hold harmless French personnel against liability, suits, actions, demands, damages, costs and fees on account of, or connected with any act or omission performed or made in the course of operations covered by this Agreement, as applies to other international technical experts.

ARTICLE XIV

Either party, after consultation with the other, may request the recall of any French personnel at any time.

ARTICLE XV

All separate agreements entered into within the framework of this Agreement shall specify the nature and duration of the missions of the French personnel as well as the material and personal resources to be put at their disposal by the Zimbabwe Government.

ARTICLE XVI

The provisions of this Agreement shall apply to French personnel already employed on Government to Government co-operation programmes and projects similar to that herein mentioned.

ARTICLE XVII

Once this Agreement has been duly signed, each party will notify the other of any constitutional proceedings which might be required before it has full force and effect.

ARTICLE XVIII

This Agreement, as well as other agreements entered into within its framework, may be amended by means of an exchange of letters.

ARTICLE XIX

This Agreement may be terminated by either party. The termination will take effect ninety days from the date of notification of intent by a party.

Signed at Harare 3/17/1986

In two originals, one in French and one in English, but equally binding.

For the Government
of the Republic of France:

[Signed]¹

For the Government
of the Republic of Zimbabwe:

[Signed]²

¹ Signed by Patrice Le Caruyer de Beauvais.

² Signed by Frédéric Shava.