

No. 27614

**FRANCE
and
SAINT KITTS AND NEVIS**

**Agreement for cultural, scientific and technical cooperation.
Signed at Basse-Terre on 16 December 1988**

Authentic texts: French and English.

Registered by France on 30 October 1990.

**FRANCE
et
SAINT-KITTS-ET-NEVIS**

**Accord de coopération culturelle, scientifique et technique.
Signé à Basse-Terre le 16 décembre 1988**

Textes authentiques : français et anglais.

Enregistré par la France le 30 octobre 1990.

AGREEMENT¹ FOR CULTURAL, SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FRANCE AND THE GOVERNMENT OF SAINT KITTS AND NEVIS

The Government of the French Republic and the Government of Saint Kitts and Nevis,

Desirous of developing their co-operation relations for the purpose of promoting the economic and social development of Saint Kitts and Nevis,

Prompted by a common desire to foster exchanges in the fields of education, culture, and science,

Committed to taking the necessary steps to improve the knowledge of their respective language and civilization,

Concerned with the establishment of a general framework for closer co-operation in the cultural, scientific, and technical fields on a basis of equality between both Parties,

Have agreed as follows :

ARTICLE 1

The Parties shall co-operate in the areas of economic and social development, research, administrative and technical management training on the conditions hereafter. Such conditions may be specified, if and when required, through arrangements pursuant to this Agreement.

ARTICLE 2

For the purpose of implementing this co-operation, the French Party shall endeavor, as far as possible, and at the request of the Saint Kitts and Nevis Party to ensure :

- a) Assistance towards the implementation of mutually agreed projects for the development of Saint Kitts and Nevis through funding from the Fund for Aid and Co-operation (FAC), Caisse Centrale de Coopération Economique (CCCE), or any other specialized French agency. Assistance shall be geared particularly towards the conduct of studies, the procurement of equipment, the provision of experts and technicians;
- b) The secondment of teachers, experts, consultants, and researchers. These personnel may be Co-operation Officers or Volunteers under National Service (VSN). Should the Co-operation Officers wish to perform a gainful occupation distinct from that for which they have been recruited by the French Ministry for Co-operation and Development, they should have the prior authorization of both the French Government and the Government of Saint Kitts and Nevis to whom they have been seconded;
- c) The hosting of academic and specialized training programs; the award of scholarships;

¹ Came into force on 14 February 1990, i.e., 30 days from the date of the last of the notifications (of 15 January 1990) by which the Parties had informed each other of the completion of the required procedures, in accordance with article 14.

- d) The establishment of cultural, technical, and scientific exchanges.

ARTICLE 3

A Joint Committee shall be established with equal representation from Each Party.

The Joint Committee shall meet theoretically every other year in France and in Saint Kitts and Nevis, or when deemed desirable by the Parties.

The Joint Committee shall lay down the guidelines and procedures for the Co-operation Program, and review any co-operation projects between both Parties.

ARTICLE 4

The France and Saint Kitts and Nevis Parties shall seek the best ways of improving the teaching at all levels of their respective literature and civilization.

ARTICLE 5

The Saint Kitts and Nevis Party shall seek to develop the learning of the French language in government or privately-run establishments on its territory.

ARTICLE 6

Each Party shall promote the establishment and cooperation on its own territory of organizations, cultural centers, educational or research facilities as so desired by the other Party.

The Parties shall mutually accept exemption from import duties in respect of any educational, cultural, scientific, technical, or artistic equipment for use by the aforementioned organizations. Exemption will be made applicable to the extent provided in the Parties' respective internal regulations.

ARTICLE 7

The Parties shall, as far as possible, exchange teachers, researchers, cultural and scientific personalities, representatives from cultural, university, extra-university, and students' associations. The Parties shall, when appropriate, facilitate the meeting of youth groups from both countries, as well as sport exchanges.

The Parties shall, to the fullest extent possible, facilitate entry into and dissemination on their respective territory of any cultural or scientific publications and works.

The Parties shall also promote the organization of artistic and sports events as a means of providing further insight into their respective cultures.

ARTICLE 8

Each Party shall facilitate the accommodation and movement on its territory of the other Party's nationals when performing any of the activities provided for under Article 7.

Each Party shall authorize the transfer to the other Party's country of any remuneration from these activities, or any proceeds associated with copyright or performing rights as a result of the artistic events provided for under Article 7.

ARTICLE 9

Exemption from any custom duties, import or export restrictions, or other tax charges shall be granted by the Saint Kitts and Nevis Party in respect of any materials and equipment imported directly or through local suppliers for purposes of Article 2, para. a. However, should any of the above materials and equipment be re-sold following their importation, they would be subject to the appropriate duties.

ARTICLE 10

The French personnel seconded under Article 2 shall perform their tasks under the authority of the Government of Saint Kitts and Nevis. They shall be bound to abide by the latter's regulations and procedures, as well as the terms of this Agreement.

However, in respect of the Volunteers under National Service (VSN) the terms of this Agreement shall apply provided they are consistent with the VSN Statute.

For the duration of their assignment to Saint Kitts and Nevis, the said personnel shall enjoy the privileges as follows :

- a) Exemption from work permit, and issuance at no cost of a residence permit to both the said personnel and their family;
- b) Free transfer of the balance of their personal savings;
- c) Immunity from legal process in Saint Kitts and Nevis for acts performed in good faith in the bona fide exercise of their functions under this Agreement.

ARTICLE 11

Exemption from any duties and taxes in respect of the personal effects and furniture of the French personnel seconded under Article 2 shall be granted by the Saint Kitts and Nevis Party. The same shall apply for the temporary importation of the personal automobile of the said personnel.

Duty-free concessions shall further be granted for the purchase by the said personnel of a refrigerator, or furniture deemed to be necessary to their needs.

Such effects, automobile, and furniture may be re-exported by the French personnel, on the same conditions, within six (6) months of the termination of their assignment to Saint Kitts and Nevis.

Any automobile, furniture, or appliance imported or purchased free of duty shall be subject to custom duties if they are re-sold or otherwise disposed of on the Saint Kitts and Nevis territory to a person who does not enjoy the same privileges.

ARTICLE 12

The income of the French personnel seconded under Article 2 shall be taxable in accordance with the provisions contained in the Double Taxation Agreement in effect between both Parties.

Should there be no Double Taxation Agreement between both Parties, the said personnel's remuneration and any other related components thereof granted directly or indirectly by the French Government, one of its territorial collectivities, or one of its corporate bodies under Public Law, shall be taxable in France.

ARTICLE 13

The French personnel seconded under Article 2 shall be responsible for their own housing. Related to this, they shall be granted the exemptions provided for under Article 11 for the purchase of any additional equipment for their rented house or apartment.

The Saint Kitts and Nevis Party shall bear all travel expenses and per diem on the occasion of assignments ordered by the Saint Kitts and Nevis Party on the same conditions as for its own officers.

ARTICLE 14

Each Party shall notify the other Party of its own required procedures as to the entry into force of this Agreement within thirty (30) days of the date of the last notification.

This Agreement may be terminated upon one (1) year's prior notice. In the latter event, ongoing projects shall be continued until completion, pursuant to the terms of this Agreement.

Done in BASSE TERRE on 16 DEC. 1988

In four (4) originals, two (2) in the French language and two (2) in the English language. Both the French originals and the English originals shall be binding.

For the Government
of the Republic of France:
The Ambassador of France,
[Signed]
RENÉ BUCCO-RIBOULAT

For the Government
of Saint Kitts and Nevis:
The Rt. Hon. Prime Minister,
[Signed]
KENNEDY A. SIMMONDS