

**No. 27610**

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**FRANCE  
and  
SAINT LUCIA**

**Agreement for cultural, scientific and technical cooperation.  
Signed at Castries on 5 December 1987**

*Authentic texts: French and English.*

*Registered by France on 30 October 1990.*

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et  
SAINTE-LUCIE**

**Accord de coopération culturelle, scientifique et technique.  
Signé à Castries le 5 décembre 1987**

*Textes authentiques : français et anglais.*

*Enregistré par la France le 30 octobre 1990.*

# AGREEMENT<sup>1</sup> FOR CULTURAL, SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FRANCE AND THE GOVERNMENT OF SAINT LUCIA

The Government of France and the Government of Saint Lucia,  
Desirous of fostering cooperation for the purpose of promoting the economic and social development of Saint Lucia,  
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 languages and cultures,  
Concerned with the establishment of a general framework for closer cooperation in the cultural, scientific and technical fields on the basis of equality between both Parties,  
Have agreed as follows:

## ARTICLE 1

The Parties shall cooperate in the areas of economic and social development, research, administrative and technical staff training, under the conditions hereafter outlined. Such conditions may be specified, if and when required, through arrangements pursuant to this Agreement.

## ARTICLE 2

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

- a) Assistance towards the implementation of Projects, mutually agreed upon for the development of Saint Lucia through funding from the Aid and Co-operation Fund (FAC), the Caisse Centrale de Cooperation Economique (CCCE), or any other specialized French Agency. Assistance shall be geared particularly towards the conduct of studies, the procurement of equipment, the implementation of civil works, and 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, they should have the prior authorization of both the French Government and the Saint Lucian Government to whom they have been seconded.

<sup>1</sup> Came into force on 2 June 1990, i.e., 30 days after the date of the last of the notifications (of 17 July 1988 and 3 May 1990) by which the Parties had informed each other of the completion of the required procedures, in accordance with article 15.

- c) The organization of academic and specialized training programmes and the award of scholarships;
- 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 every other year, the meeting to alternate between France and Saint Lucia. The Joint Committee may also meet whenever it is deemed desirable, by either Party calling for a meeting of the Committee.

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

#### ARTICLE 4

The French and Saint Lucian Parties shall seek the best ways of promoting the understanding of their respective cultures at all levels.

#### ARTICLE 5

The Saint Lucian Party shall seek to encourage the learning of the French Language in Government or privately-run establishments on its territory.

#### ARTICLE 6

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

The Parties shall ensure 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 sports exchanges.

The Parties shall, to the fullest extent possible, facilitate entry into, and dissemination in their respective territories, of any cultural or scientific publications and works undertaken by their nationals.

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 own 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 customs duties, import or export restrictions, or other tax charges shall be granted by the Saint Lucian Party in respect of any materials and equipment imported directly or through local suppliers for purposes of operations under Article 2 para. (a). However, should any of these materials and equipment be re-sold in Saint Lucia 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 Lucia. 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 Lucia, the said personnel shall enjoy immunities and privileges as follows:

- a) Legal immunity for any acts performed pursuant to this Agreement (including those spoken or written) in or for the exercise of their functions;
- b) Exemption from work permit, and issuance of a residence permit to both the said personnel and their family at no cost;
- c) Free transfer of the balance of their personal savings.

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 Lucian 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 and 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 Lucia.

Any vehicle, furniture or appliance imported or purchased free of duty shall be subject to custom duties if they are re-sold in Saint Lucia 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<sup>1</sup> in effect between the two Parties.

Should there be no Double Taxation Agreement between the two 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 Lucian Party shall bear all travel expenses and per diem on the occasion of assignments ordered by itself on the same conditions as for its own officers.

ARTICLE 14

This Agreement supersedes the exchange of letters of March 09, 1983 and March 30, 1983 between the Government of France and the Government of Saint Lucia in respect of the latter's access to the Aid and Co-operation Fund (FAC).<sup>2</sup>

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<sup>1</sup> Not registered on the date of registration of the Agreement published herein.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1358, p. 89.

ARTICLE 15

Each Party shall notify the other of its own required procedures regarding 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 given in writing by any Party. In the latter event, ongoing projects shall be continued until completion, pursuant to the terms of this Agreement.

Executed in CASTRIES (Saint Lucia) on December 05, 1987 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]

GILBERT BOCHET

For the Government  
of Saint Lucia:

The Rt. Hon. Prime Minister,

[Signed]

JOHN G. M. COMPTON

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