

**No. 27611**

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**FRANCE  
and  
DOMINICA**

**Agreement for cultural, scientific and technical cooperation.  
Signed at Roseau on 7 December 1987**

*Authentic texts: French and English.*

*Registered by France on 30 October 1990.*

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**FRANCE  
et  
DOMINIQUE**

**Accord de coopération culturelle, scientifique et technique.  
Signé à Roseau le 7 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 THE COMMONWEALTH OF DOMINICA

The Government of the French Republic and the Government of the Commonwealth of Dominica,

Desirous of developing their co-operation relations for the purpose of promoting the economic and social development of the Commonwealth of Dominica,

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 Dominican Party, to ensure:

A) assistance towards the implementation of mutually agreed projects for the development of the Commonwealth of Dominica through funding from the Aid and Co-operation Fund (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, and the provision of financial assistance for carrying out projects identified and approved;

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 Dominican Government to whom they have been seconded;

<sup>1</sup> Came into force on 3 May 1990, i.e., 30 days after the date of the last of the notifications (of 24 June 1988 and 3 April 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 programs; 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 theoretically every other year in France and in the Commonwealth of Dominica alternately, 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 French and Dominican Parties shall seek the best ways of improving the teaching at all levels of their respective literature and civilization.

### ARTICLE 5

The Dominican 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 operation 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 sports 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 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 custom duties, import or export restrictions, or other tax charges shall be granted by the Dominican 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 the Dominican Party. 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 the Commonwealth of Dominica, 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 at no cost of a residence permit to both the said personnel and their family;
- 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 Dominican 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 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 of the Commonwealth of Dominica.]<sup>1</sup>

Any automobile, furniture, or appliance imported or purchased free of duty shall be subject to custom duties if they are re-sold on the Dominican 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 to 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 only 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 Dominican Party shall bear all travel expenses and per diem on the occasion of assignments ordered by the Dominican Party on the same conditions as for its own officers.

#### ARTICLE 14

This Agreement supersedes the Agreement for Cultural, Scientific, and Technical Co-operation signed by the Government of the French Republic and the Government of the Commonwealth of Dominica on December 03, 1979,<sup>2</sup> as well as the exchange of letters of March 09, 1983 and March 30, 1983 between the same Parties in respect of the access of the Government of the Commonwealth of Dominica to the Aid and Co-operation Fund (FAC).<sup>3</sup>

#### ARTICLE 15

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.

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<sup>1</sup> The paragraph between brackets appears in the authentic French text only and has been translated by the Secretariat of the United Nations.

<sup>2</sup> Not registered at the date of registration of the Agreement published herein.

<sup>3</sup> United Nations, *Treaty Series*, vol. 1435, p. 65.

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 ROSEAU (Commonwealth of Dominica) on December 07, 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 the Commonwealth of Dominica:  
The Rt. Hon. Prime Minister,  
[Signed]  
MARY EUGENIA CHARLES

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