

No. 10474

**FRANCE
and
ALGERIA**

Convention on cartographic co-operation (with exchange of letters of 2 September 1968). Signed at Algiers on 2 August 1968

Authentic text: French.

Registered by France on 13 May 1970.

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et
ALGÉRIE**

Convention de coopération cartographique (avec échange de lettres du 2 septembre 1968). Signée à Alger le 2 août 1968

Texte authentique: français.

Enregistrée par la France le 13 mai 1970.

[TRANSLATION — TRADUCTION]

FRANCO-ALGERIAN CONVENTION ¹ ON CARTOGRAPHIC CO-OPERATION

The Government of the French Republic and the Government of the Democratic and Popular Republic of Algeria,

Taking note of the intention of the Algerian Government to terminate the Convention of 18 February 1963 governing the conditions for the activities and operations in Algeria of the French National Geographic Institute;

Taking note of Ordinance No. 67-211 of 17 October 1967 establishing and organizing the Algerian National Cartographic Institute;

Desiring to continue technical co-operation between the two countries in the field of cartography,

Having agreed on the following provisions:

TITLE I

GENERAL PROVISIONS

Article 1

The purpose of this Convention is to establish the conditions on which the French National Geographic Institute (hereinafter referred to as "IGN") shall furnish its co-operation to the Algerian National Cartographic Institute (hereinafter referred to as "INC"), firstly, by undertaking, on behalf of the latter, work designed to equip Algeria with further cartographic material, and, secondly, by providing the technical assistance necessary to its development.

¹ Came into force on 2 August 1968, the date of signature, with retroactive effect from 19 February 1968, in accordance with the provisions of article 14 and of an exchange of letters dated on 2 September 1968.

TITLE II

CARTOGRAPHIC WORK

Article 2

An IGN mission shall initially be installed at Algiers for the purpose of:

1. Acting as intermediary between IGN and INC;
2. Ensuring, in liaison with INC, the reception and functioning of French field missions working in Algerian territory.

INC shall facilitate the functioning of such missions, in particular by ensuring for them the support of the Algerian public services.

Article 3

INC shall entrust preferentially to IGN any geodetic, aerial photography, topographic and cartographic work relating to the preparation and revision of maps of Algeria on various scales, provided that the terms and conditions offered are satisfactory.

The same shall apply to general maps the preparation and publication of which are covered by international conventions, and in particular the map of the world on the millionth scale.

The programme for such work, which shall determine the size of the IGN mission at Algiers, shall be drawn up annually and submitted to IGN during the third quarter of the year preceding performance of the work.

The terms and conditions for performance of and payment for work decided upon in accordance with the procedure laid down in the preceding paragraph shall in each case be stipulated in contracts concluded between INC and IGN.

Article 4

In the case of work which is being performed under contracts concluded prior to 18 February 1968, proof of the expenses incurred by IGN in respect of its mission at Algiers shall be furnished to INC.

INC shall effect settlement of the said expenses in the manner specified in article 13 below.

Article 5

IGN shall transfer free of cost to INC, as and when the latter so requests, documents as specified below which relate to Algerian territory and which are

the property of Algeria by reason either of its having been directly responsible for their financing since 18 February 1963 or of its being recognized as the owner thereof pursuant to the Franco-Algerian agreements:

Materials for reproduction of maps (the corresponding stocks of maps being acquired simultaneously as prescribed in article 6);

Negatives of aerial photographs;

Source materials available in IGN which might be of interest to Algeria.

Should it be established that the above list is not exhaustive, other cartographic documents shall be transferred on the same conditions.

A list of documents produced prior to 18 February 1963 which are the property of Algeria shall be drawn up by a commission comprising representatives of the Algerian national defence authorities, the French Embassy, INC and IGN.

Another commission, comprising representatives of the Algerian Ministry of Public Works, INC and IGN, shall draw up a list of documents produced as a result of the work performed pursuant to the Franco-Algerian Protocol of 18 February 1963.

Research, packing and forwarding costs shall be borne by INC.

Documents relating to maps and aerial photos which are not included in the lists drawn up by the two commissions mentioned above shall be transferred at the rates of payment allowed to the French public services.

Article 6

INC shall be responsible in Algeria for the sale of all maps, aerial photographs and technical documents published by IGN. IGN shall be responsible in France for the sale of all maps, aerial photographs and technical documents published by INC.

IGN shall allow INC a reduction of 40 per cent in the selling price to individuals of its maps; INC shall likewise allow IGN a reduction of 40 per cent in the selling price to individuals of its maps.

Stocks of maps shall be transferred, with this reduction, at the time when the corresponding reproduction materials are handed over. The individual terms of payment for each transfer shall be laid down in an agreement between INC and IGN.

Prints of aerial photographs, astronomical point cards, geodetic and levelling co-ordinates and technical works shall be transferred reciprocally at the rates of payment applied by each Party vis-à-vis its own public services.

TITLE III

TECHNICAL ASSISTANCE

Article 7

IGN shall, in accordance with the rules agreed upon between the two Governments with respect to technical and cultural co-operation, furnish its assistance to INC in the following fields:

1. The training of Algerian engineers and technicians through the National School of Geographical Sciences;
2. The admission of INC officials to courses to be organized in France by IGN at the request of INC;
3. The possible participation of Algerian specialists in the preparation of maps relating to Algeria;
4. The secondment to INC, as a token of co-operation and according to the requirements expressed annually by INC and approved by IGN, of French geographic technicians.

In addition, IGN and INC shall exchange such information and documentation as may be of interest to the two Parties.

Article 8

Upon the request and at the expense of INC, IGN shall ensure the reception and technical supervision of precision optical equipment and other instruments or supplies purchased in France by Algeria.

It shall also, upon the request and at the expense of INC, undertake any studies or tests of equipment entrusted to it.

TITLE IV

MISCELLANEOUS PROVISIONS

Article 9

Without prejudice to the settlement concerning real property to be agreed upon between the two States, the IGN mission at Algiers shall be authorized to

make available to INC immediately the north building of the Hussein-Dey establishment and later, upon the request of INC, the shop comprising the ground floor and basement of the building situated at 20, Rue Abane Ramdane, Algiers.

The use of such other premises as may become necessary to INC shall be governed by special agreements between the two institutes.

Article 10

In view of the non-profit-making nature of the work of the IGN Mission at Algiers, the precariousness of its installation and the fact that its activities in Algeria are carried on exclusively on behalf of INC, the latter shall stand in its stead as from the date of entry into force of this Convention and shall assume the liabilities of IGN in all its relations with Algerian ministries and services, including the tax administration; it shall bear ultimate responsibility for any expenses arising from those liabilities.

The IGN mission at Algiers shall not be required to pay a deposit for the temporary importation of equipment needed for its activities in Algeria.

Article 11

French officials seconded to INC shall be governed by the provisions of the Convention concerning Cultural and Technical Co-operation of 8 April 1966.¹

Article 12

French officials employed at the IGN mission at Algiers shall, by way of exception, be entitled to the treatment in respect of taxes and customs prescribed for French officials serving in Algeria under technical and cultural co-operation programmes.

Article 13

Payment of amounts due to IGN shall be made to the Office of the Paymaster attached to the French Embassy in the manner provided for in the Convention of 31 December 1962 concerning relations between the Algerian Treasury and the French Treasury.

¹ United Nations, *Treaty Series*, vol. 668, p. 241.

Article 14

This Convention is concluded for a period of five years from the date of signature.¹

It shall be automatically renewed for a similar period unless one of the Parties gives notice to the other at least one year before the end of the current period.

DONE at Algiers, on 2 August 1968.

For the Government of the French Republic :

Pierre DE LEUSSE
Ambassador of France,
High Representative of the French Republic in Algeria

For the Government of the Democratic and Popular Republic of Algeria :

(Captain) Madani GOURINE

For and on behalf of the President of the Council, Minister of National Defence

EXCHANGE OF LETTERS

I

DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA

MINISTRY OF NATIONAL DEFENCE

Office of the Minister

Algiers, 2 September 1968

No. 1234/LB/68

To His Excellency Pierre de Leusse
Ambassador of France
High Representative of the French Republic in Algeria

Sir,

During the talks leading to the formulation of the Franco-Algerian Convention on Cartographic Co-operation, the two Parties agreed that the said

¹ With retroactive effect from 19 February 1968, in accordance with the provisions of an exchange of letters dated 2 September 1968, reproduced hereafter.

instrument would be applied as from the date on which the Convention of 18 February 1963 ceased to have effect.

Accordingly, I have the honour to request you to confirm your intention of applying the provisions of the Franco-Algerian Convention on Cartographic Co-operation, signed on 2 August 1968, as from 19 February 1968, notwithstanding the provisions of article 14.

Accept, Sir, etc.

(Captain) Madani GOURINE
For and on behalf of the President of the Council,
Minister of National Defence

II

FRENCH EMBASSY IN ALGERIA

The Ambassador

Algiers, 2 September 1968

To the President of the Revolutionary Council
of the Democratic and Popular Republic of Algeria
Minister of National Defense

Sir,

I have the honour to acknowledge receipt of your letter No. 1234/BL/68 of 2 September 1968, which reads as follows

[*See letter I*]

The French Government agrees to these proposals.

Accept, Sir, etc.

Stéphane HESSEL
Chargé d'affaires a.i. of France in Algeria