

No. 10740

**FRANCE
and
IRAQ**

Agreement on technical co-operation (with protocol and exchange of letters). Signed at Baghdad on 19 June 1969

Authentic texts: French and Arabic.

Registered by France on 3 September 1970.

**FRANCE
et
IRAK**

Accord de coopération technique (avec protocole et échange de lettres). Signé à Bagdad le 19 juin 1969

Textes authentiques: français et arabe.

Enregistré par la France le 3 septembre 1970.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ OF 19 JUNE 1969 ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ

The Government of the French Republic and the Government of the Republic of Iraq (hereinafter referred to as “the Contracting Parties”),

Desiring to strengthen the amicable relations between them and to develop the good understanding which exists between the two countries,

Being anxious to realize their common desire to establish the general framework for their technical co-operation and to exchange experts, research workers and technicians in the fields pertaining to economic and social development,

Have resolved to organize their co-operation to that end and have agreed on the following text:

Article 1

The two Contracting Parties undertake to organize their technical co-operation in such fields, and in accordance with such procedures, as are determined by the provisions of this Agreement. The said fields and the said procedures may subsequently be specified in greater detail by means of supplementary arrangements concluded pursuant to the provisions of this Agreement.

Article 2

Each Contracting Party shall endeavour, on the basis of requests submitted by the other Party, to provide it with technical and administrative assistance by all possible means, including, in particular:

1. The assignment of experts to participate in studies or to collaborate in the training of administrative and technical personnel. The provision of technical assistance in various fields, and especially in the field of technical, scientific and agricultural instruction;

¹ Came into force on 31 December 1969, the date of the last of the notifications by each of the Contracting Parties to the other to the effect that its constitutional procedures had been fulfilled, in accordance with article 10.

2. Studies concerning projects for and the establishment of technical and vocational training institutions;
3. The organization of study courses or advanced technical courses, and the granting of scholarships and training fellowships;
4. The exchange of information and documentary material, the organization of lectures, the presentation of films and the dissemination of technical and scientific information by any other means;
5. Any other form of technical co-operation on which the two Parties may agree.

Article 3

The apportionment of financial costs arising from technical co-operation operations other than the expert missions provided for in article 4 of this Agreement shall be determined by means of supplementary arrangements concluded pursuant to article 1 above.

Article 4

Specialists and experts sent to the territory of each Party under this Agreement shall, in so far as the legislation of each of the two States allows, enjoy the facilities and exemptions specified in the Protocol annexed to this Agreement.

Article 5

The two Contracting Parties undertake to provide the experts, advisers and technicians referred to in this Agreement with assistants, who shall collaborate with them throughout their mission. The experts, advisers and technicians shall make a point of imparting to the said assistants all relevant information regarding methods and techniques in their field of competence.

Article 6

Each Contracting Party undertakes to provide to the experts sent to it under this Agreement such operational, transport, translation and secretarial facilities and such manpower and equipment as they may need for the fulfilment of their mission.

Article 7

Experts and specialists of each Contracting Party who are sent under this Agreement shall be required, while in the territory of the other Party, to comply

with the laws and regulations in force in the territory. Each Party undertakes to ensure to them, in so far as possible, freedom of residence and of movement.

Article 8

A Franco-Iraqi Mixed Commission, composed of members representing each of the two Parties in equal numbers, shall be constituted for the purpose of ensuring the implementation of this Agreement, determining the programme for its implementation and resolving outstanding problems arising from its application. The members of the Commission may be assisted by experts of the two Parties, if the study of specific problems so requires. The Commission shall meet, in principle every two years, alternately in Paris and in Baghdad, with a national of the host country presiding; it shall hold its first meeting within six months following the entry into force of the Agreement. It shall submit its recommendations to the competent authorities of the two countries for approval. During the interval between meetings of the Commission, the programme may be modified by agreement between the two Parties.

Article 9

This Agreement shall be valid for a period of five years from the date of its entry into force. It shall be extended by tacit agreement for periods of the same duration, unless either Contracting Party shall have given at least six months' notice to the other Party of its desire to terminate the Agreement.

Article 10

Each Contracting Party shall notify the other Party when the procedures required under its Constitution for the entry into force of this Agreement have been completed. The Agreement shall enter into force on the date of the last such notification.

DONE at Baghdad, on 19 June 1969, in four original copies, two in French and two in Arabic, both texts being equally authentic.

For the Government
of the French Republic:

Pierre GORCE
Ambassador Extraordinary and Pleni-
potentiary of the French Republic
to Iraq

For the Government
of Iraq:

Abdul-Karim Abdul-Sattar
AL-SHEIKHLY
Minister for Foreign Affairs

PROTOCOL

CONCERNING FINANCIAL AND ADMINISTRATIVE PROVISIONS OF THE AGREEMENT ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ

With a view to facilitating implementation of the Agreement on Technical Co-operation between the French Republic and the Republic of Iraq, the Governments of the Contracting Parties have agreed on the following provisions:

Article 1

The two Contracting Parties shall share the costs arising from expert missions assigned to one of the two Parties by the other Party under the present Agreement, in accordance with the following principles:

1. The two Contracting Parties shall apportion between them, in accordance with supplementary arrangements, the costs arising from every expert mission sent to each other's country such as salaries, travel expenses of the experts and their families and transport of their furniture;

2. The Iraqi Government undertakes to pay the costs arising from journeys which the experts have to make in order to be able to discharge the tasks which it has entrusted to them;

3. The French Government undertakes to be responsible for the remuneration of French experts sent to Iraq for a period of not more than 10 months;

4. The Iraqi Government undertakes to pay in Iraqi currency the remuneration of French experts sent to Iraq, if the duration of their stay exceeds the aforementioned period of 10 months; the salaries thus paid shall, within the limits allowed to their foreign counterparts employed by the Iraqi Government in accordance with employment contracts for aliens in Iraq, correspond to the salaries which they would receive in France.

Article 2

The following provisions shall be applied to experts covered by article 4 of the present Agreement for the period of performance of their mission in the territory of the other Party:

1. Each Contracting Party shall grant the personnel sent on mission to its territory by the other Party under the present Agreement all such exemptions from taxes and customs duties as its laws and regulations allow.

2. Experts, advisers and technicians covered by the present Agreement, and their families, shall receive the national medical benefits provided in the territory of each Party.

3. The Iraqi Government shall guarantee to personnel covered by the present Agreement and their families, for the duration of their mission (including travel time), the following facilities and immunities:

- (a) Freedom to enter and leave its territory;
- (b) The issue of residence permits free of cost;
- (c) Exemption from work permits for experts, advisers and technicians;
- (d) Immunity from legal process in respect of acts performed and words spoken by them in the exercise of their official functions;
- (e) Immunity from third-party liability during the performance of the functions entrusted to them under the present Agreement, except in case of deliberate intent or gross negligence.

Article 3

In all cases where the French Government provides to the Iraqi Government, or to such Iraqi organizations and institutions as shall be determined by supplementary arrangement between the two Parties, any machines, implements or equipment, the Iraqi Government undertakes to authorize the entry of such supplies and implements free of customs duties, of other taxes and charges and of restrictions on import and re-export. Such exemption shall be provisional in cases where the supplies and instruments in question are supplied on loan.

Article 4

This Protocol shall be deemed to form an integral part of the aforementioned Agreement on Technical Co-operation signed at Baghdad on 19 June 1969.

It shall enter into force simultaneously with the Agreement on Technical Co-operation.

DONE at Baghdad, on 19 June 1969, in four original copies, two in French and two in Arabic, both texts being equally authentic.

For the Government
of the French Republic:

Pierre GORCE
Ambassador Extraordinary and Plenipotentiary of the French Republic to Iraq

For the Government
of Iraq:

Abdul-Karim Abdul-Sattar
AL-SHEIKHLY
Minister for Foreign Affairs

EXCHANGE OF LETTERS

I

REPUBLIC OF IRAQ
MINISTRY OF FOREIGN AFFAIRS

Baghdad, 19 June 1969

Sir,

With reference to article 4 of the Agreement on Technical Co-operation between the Government of the Republic of Iraq and the Government of the French Republic signed on 19 June 1969, I have the honour to inform you that the Government of the Republic of Iraq will, at the present time, apply the following measures to personnel covered by the said Agreement:

I. Experts, advisers and technicians covered by the present Agreement, and their families, will be exempted from customs duties and import and export restrictions in respect of furniture and personal effects imported by them within a period of six months from the date of their arrival in Iraq, provided that such furniture and personal effects are re-exported at the conclusion of their mission; this exemption will apply to a single visit only. Such personnel will also be entitled to similar facilities in respect of implements in their possession which are necessary to the performance of their duties.

II. The experts, advisers and technicians referred to in the present Agreement will be allowed to import or purchase for their personal use, within

a maximum period of six months from the date of their arrival in Iraqi territory, a new or second-hand motor vehicle on which customs duties have not been paid in Iraq. Such vehicle will be exempt from all customs duties and other import taxes. It may not be resold or otherwise disposed of to anyone without the consent of the Iraqi authorities and without payment of the customs duties specified in the laws and regulations in force in the territory of Iraq, unless the new owner is entitled to the same privileges.

III. The Government of the Republic of Iraq will exempt from all taxes the remuneration and allowances paid by the French Government to personnel sent on mission to Iraq pursuant to the present Agreement.

IV. Amounts paid to such experts, advisers and technicians by their Government as salaries and remuneration will be credited to a "transferable non-resident" account in Iraq. These amounts may be transferred in full to France, in the same currency. The personnel in question may also transfer, in the currency of their country, 50 per cent of the salaries and remuneration they receive from the Iraqi Government.

Accept, Sir, etc.

Abdul-Karim Abdul-Sattar AL-SHEIKHLY
Minister for Foreign Affairs of the Republic of Iraq

His Excellency Mr. Pierre Gorce
Ambassador of France to Iraq

II

THE EMBASSY OF FRANCE IN IRAQ

Baghdad, 19 June 1969

Sir,

By letter dated 19 June 1969 you informed me, on behalf of your Government and with reference to article 4 of the Agreement on Technical Co-operation signed this day, of the financial and customs exemptions granted in the territory of Iraq to French teachers, specialists and experts.

I have the honour to inform you that I have taken note of this information.

In addition, I would state, on behalf of my Government, that under the French laws and regulations in force as at today's date the benefit of the temporary duty-free import régime, including the suspension of all duties and other charges, may be granted:

1. For a period of one year:

(a) To Iraqi nationals entering the French customs territory temporarily for vocational training, provided that their principal remuneration is not paid to them by an individual or body corporate established in France;

(b) To Iraqi professors and assistants entering the said territory to serve with Iraqi university missions or at French educational institutions.

2. For a period of two years:

(a) To persons normally resident in Iraq who are in the French customs territory for the purpose of performing a specific mission or attending an educational institution (university or school);

(b) To Iraqi engineers or technicians whose principal remuneration is paid by an individual or body corporate established in Iraq and who enter France temporarily for the purpose of practising their profession, with the agreement of a French government department, in an enterprise established in France.

The Iraqi personnel referred to in paragraphs 1 and 2 above may enjoy the benefit of the temporary duty-free import régime in respect of the following articles:

Personal jewellery, up to a maximum of 500 grammes per person;

Personal clothing and linen;

Two cameras, with 24 film-packs or 10 rolls of film per camera;

A ciné-camera, amateur size, with 10 reels of film;

A portable radio receiver;

A portable sound recorder, with two reels of tape or wire;

A portable gramophone, with 10 records;

A portable typewriter;

A portable musical instrument;

Miscellaneous common portable articles: smoothing-iron, small domestic electrical appliances;

A motor-car or motor cycle for personal use.

The temporary duty-free import régime may be extended to professional furnishings, equipment and materials while in use, subject to their being re-exported on conclusion of the visit.

Duty-free import may also be allowed in the case of educational and scientific materials, in accordance with the provisions of the UNESCO Agreement of 22 November 1950.¹

Accept, Sir, etc.

Pierre GORCE
Ambassador Extraordinary and Plenipotentiary
of the French Republic to Iraq

His Excellency Mr. Abdul-Karim Abdul-Sattar Al-Sheikhly
Minister for Foreign Affairs
of the Republic of Iraq

¹ See "Agreement on the importation of educational, scientific and cultural materials", United Nations, *Treaty Series*, vol. 131, p. 25.