

AGREEMENT ON CULTURAL, EDUCATIONAL, SCIENTIFIC AND TECHNICAL
CO-OPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FRANCE
AND THE FEDERAL MILITARY GOVERNMENT OF NIGERIA

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AGREEMENT ON CULTURAL, EDUCATIONAL, SCIENTIFIC AND TECHNICAL
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AND THE FEDERAL MILITARY GOVERNMENT OF NIGERIA

The Government of the Republic of France and the Federal Military Government of Nigeria (hereinafter referred to as "the Contracting Parties").

Desiring to strengthen the mutual ties of friendship and understanding existing between their two countries and of further promoting and developing the relations in the fields of culture and education, and guided by the principles of mutual respect for each other's National Sovereignty and Independence;

HAVE AGREED AS FOLLOWS:

ARTICLE I

The Contracting Parties shall encourage and develop co-operation in the fields of culture, education, arts and sports between their two countries through:

- (i) exchange of university professors, teachers, experts, technicians, scientific research workers, and
- (ii) providing scholarships and grants to students and graduates to study at each other's universities, institutions of higher learning, technical training institutions, laboratories, factories and other educational institutions.

ARTICLE II

Each Contracting Party shall, within its capability, undertake to promote studies of the languages, culture and literature of the other Contracting Party at the appropriate educational institutions and utilization of mass communication techniques.

ARTICLE III

The Contracting Parties shall encourage their peoples to learn about the culture of each other by organising exchange programmes for their musical and theatrical groups, artists, actors, musicians, writers and journalists, and by organizing concerts, art exhibitions and lectures in the territories of each other.

ARTICLE IV

1. For the purpose of understanding and learning about the culture and civilization of each other, the Contracting Parties shall, within the limits of the laws of each country, organise programmes for the exchange of books, periodicals, photographs, newspapers scientific and technological publications, magazines, sound and visual tape recordings as well as information as to the statistics indicating the general development of their countries.
2. For the purpose of co-operation in the field of mass communication, the Contracting Parties shall undertake to organise programmes for the exchange of films, press, radio and television materials.
3. For the same purpose as stated in the preceding paragraphs, the Contracting Parties shall facilitate the exchange of views and information about their museums, libraries and other cultural institutions and also organise the exchange of information about materials illustrating antiquities, natural history and art.

ARTICLE V

Each Contracting Party shall, as far as possible, grant the citizens of the other the same educational facilities and standards as are granted its own nationals.

ARTICLE VI

Each Contracting Party shall undertake, as far as possible, and within the framework of reciprocal exchanges, to allow citizens of the other Contracting Party to attend schools and institutions of scientific and technical research, provided entry requirements are met.

ARTICLE VII

1. The Contracting Parties will endeavour to plan the granting of study scholarships within the framework of the programme of co-operation.
2. In order to have a better understanding and appreciation of training programmes, the subject matter of diplomas, titles and other qualifications accorded in each of the two countries, the Contracting Parties could establish, for information purposes, the

comparative level of studies in the two university systems.

ARTICLE VIII

1. For the purpose of mutual technical assistance, each Contracting Party may request the other to place at its disposal such experts as it may require. This may include exchange of university professors, experts, technicians and scientific workers.

2. In order to promote a mutual co-operation, each Contracting Party will authorise the other to open cultural and teaching establishments on their respective territories, and permit the assignment of the necessary personnel for the running of these establishments.

ARTICLE IX

The teachers and experts referred to in Article VIII and assigned to the territories of the Contracting Parties shall benefit from the privileges and immunities defined by a protocol which is to be established within a maximum period of six months after the signing of the present Agreement.

ARTICLE X

Each Contracting Party shall endeavour, within the limits of the laws of its country, to make available to the other Contracting Party educational statistics and information that could make useful contributions to the educational development of the other Contracting Party.

ARTICLE XI

The Contracting Parties shall promote co-operation between the sports organisations of both countries in the interests of the development of sports and also with the aim of arranging friendly sports competitions between their two countries.

ARTICLE XII

Each Contracting Party will encourage:

- (1) The exchange of specialist personnel in the field of social and community development.
- (2) Reciprocal exchange of programmes in the fields of youth development and leadership training.

ARTICLE XIII

The Contracting Parties shall, for the implementation of this Agreement, jointly elaborate and co-ordinate through diplomatic channels, biennial plans of concrete undertakings on cultural, educational, scientific and technical exchanges. Negotiations for this purpose shall take place alternately in the countries of the two Contracting Parties.

ARTICLE XIV

Both countries shall endeavour to prevent illegal trafficking in cultural property.

ARTICLE XV

Any dispute that may arise from the interpretation or application of this Agreement shall be settled by the Contracting Parties through diplomatic channels.

ARTICLE XVI

Any amendment to or revision of this Agreement shall be made in writing and shall come into force after approval has been given by both Contracting Parties.

ARTICLE XVII

At the expiration or termination of this Agreement, its provisions and the provisions of any separate protocols, contracts or agreements or accords made in that respect shall continue to govern any unexpired and existing obligations or projects, assumed or commenced thereunder. Any such obligations, or projects shall be carried on to completion.

ARTICLE XVIII

This Agreement shall remain valid for a period of FOUR YEARS. Thereafter, the Agreement shall be automatically renewed for an additional period of one year by tacit agreement unless notice to terminate it is given in writing by one of the Contracting Parties six months before the expiry of its validity.

ARTICLE XIX

Each one of the two Contracting Parties will notify the other of the completion of the Constitutional formalities required for the coming into effect of the present Agreement. This Agreement shall come into force on the day these notifications have been exchanged.

Done at PARIS this 16th day of MAY 1984
in two originals in French and English Languages both texts being
equally authentic.

Frédéric Masi

For the Government of the
Republic of France.

Sampson

For the Federal Military
Government of Nigeria.

ADDITIONAL PROTOCOL TO THE CULTURAL, EDUCATIONAL,
SCIENTIFIC AND TECHNICAL COOPERATION AGREEMENT
BETWEEN
THE FEDERAL MILITARY GOVERNMENT OF THE FEDERAL
REPUBLIC OF NIGERIA
A N D
THE GOVERNMENT OF THE REPUBLIC OF FRANCE
ON THE 16TH MAY 1984, RELATING TO THE STATUTE OF
COOPERATION PERSONNEL, PROFESSORS, TEACHERS, TECHNICIANS
AND EXPERTS PLACED AT THE DISPOSAL OF THE OTHER PARTY.

The Federal Military Government of the Federal Republic of Nigeria, the Government of the Republic of France, considering the Cultural, Educational, Scientific and Technical Cooperation Agreement signed in Paris on the 16th May 1984 with a view to facilitating the recruitment of the professors, teachers, technicians and experts that each of the Contracting Parties places at the disposal of the other, have agreed as follows :

Article 1 :

When one of the Contracting Parties wishes to avail itself of the services of professors, teachers, technicians and experts recruited by the other Contracting Party, it sends to the latter a detailed description of the position offered, the level of qualification required, and a general outline of the mission to be carried out, allowing sufficient time for suitable candidates to be found.

Article 2 :

The dossiers of the candidates proposed for the posts described in the above Article shall be submitted for approval to the requesting Contracting Party.

Article 3 :

If the proposed candidature meets with the approval of the requesting party, the latter shall conclude with the person concerned and the other Contracting Party a two-year contract, renewable by mutual consent of the interested parties for an additional period.

Article 4 :

The professors, teachers, technicians and experts : assigned in application of the Cultural, Educational, Scientific and Technical Cooperation Agreement shall come under the institution or organization to which they are posted for the accomplishment of their mission, and shall be under its authority. The Cultural and Scientific Service of the Embassy of the sending State shall regularly assess the performance of these experts, on behalf of its Government.

Article 5 :

Any modification of the services required is subject to consultation between the Contracting Parties.

Article 6 :

The relevant authorities of the sending State, after consultation with the authorities of the host State, may recall the professor, the teacher, the technician or the expert before the expiry of his/her contract for reasons of health or accident to him/her or to a member of his/her family. He/she will receive his/her full salary for a maximum period of three months. The cost of repatriation will be borne by the authorities of the sending State.

Article 7 :

The relevant authorities of the host State may terminate the contract of the professor, the teacher, the technician and the expert on the grounds of serious personal or professional misconduct, after having previously so informed the sending State.

Article 8 :

The host State shall provide the professor, the teacher, the technician, the expert and his/her family during the period of his/her contract, with suitable furnished accommodation. Until such accommodation is provided, the host State shall bear the cost of hotel accommodation for the professor, the teacher, the technician, the expert and his/her family.

Article 9 :

The sending State shall bear the cost of and pay to the professor, the teacher, the technician and the expert :

. his/her salary; together with any family or social allowances to which they are entitled.

• travel expenses from the sending country to the host State at the time of posting, and at termination of the contract, and the return fare for annual leave for the professor, the teacher, the technician and the expert, and as the case may be, his/her family living with him/her.

• the cost of transportation of personal effects up to 500 kg. for the expert, 250 kg. for his wife or her husband, and 150 kg. for each dependent child residing with him/her for the duration of the contract : (these weights are over and above the free allowance granted by the airlines), as well as transport costs for his/her car.

• any removal expenses within the limits of weight stated above.

Article 10 :

Professors, teachers, technicians and experts coming under this Agreement are entitled to official annual leave not exceeding 45 days. During the annual leave period, salary will be paid in accordance with the regulations of the State of which the professor, the teacher, the technician or the expert is a national.

Article 11 :

In the event of decease of the professor, the teacher, the technician, the expert or a member of his/her family, the sending State shall bear the cost of repatriation of the body.

Article 12 :

Each of the Contracting Parties undertakes to grant to nationals of the other State who are carrying out their mission in accordance with the present Agreement, as well as to their family, all facilities for temporary duty-free entry of their personal effects, household effects and personal car.

Article 13 :

Each of the Contracting Parties shall give exemption to the professors, the teachers, the technicians and the experts from the other State, who are carrying out their activities under this present Agreement, from taxation on the salary paid to them by the other State for the said activity.

If the Contracting Parties enter into an Agreement with a view to eliminating double taxation, the provisions of the preceding paragraph shall cease to be applicable with effect from the coming into force of that Agreement.

Article 14 :

Each of the Contracting Parties shall grant immunity from jurisdiction for criminal matters to professors, teachers, technicians and experts made available by the other party, for acts carried out during the exercise of their duties and within the limits of their attributions. The preceding provisions do not exclude the exercise of criminal proceedings in the sending State. The immunity from jurisdiction is not applicable in the case of a civil action brought by a third party for damages resulting from an accident caused by a motor vehicle belonging to or driven by the persons mentioned in this Article, or a dispute concerning leases for immovable property.

Article 15 :

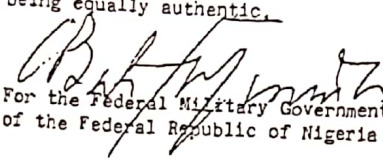
On the request of the authorities of the French Republic, the authorities of the Federal Republic of Nigeria shall authorize the issue of the visas necessary for the missions of the professors, teachers, technicians and experts under this present Agreement, as well as for those members of their family accompanying them. Reciprocally, the authorities of the French Republic shall authorize the issue of visas as well as residence and work permits as laid down in French regulations, required for the missions of the Nigerian professors, teachers, technicians and experts.


Article 16 :

This Agreement shall come into force on the date of exchange of notes confirming that it has been approved in accordance with the constitutional procedures or laws and regulations of the Contracting Parties.

This Agreement may be denounced by either Contracting Party giving six months' notice in writing.

Done at ... this ... August ... 1990 ...
in two originals in the English and French languages, both texts being equally authentic.


For the Federal Military Government
of the Federal Republic of Nigeria


For the Government of
the Republic of France