

No. 27190

**FRANCE
and
BURKINA FASO**

Agreement concerning the functioning of the Prosthesis Centre at Ouagadougou. Signed at Ouagadougou on 31 January 1963

Authentic text: French.

Registered by France on 10 April 1990.

Termination (*Note by the Secretariat*)

**FRANCE
et
BURKINA FASO**

Accord concernant le fonctionnement du Centre d'appareillage de Ouagadougou. Signé à Ouagadougou le 31 janvier 1963

Texte authentique : français.

Enregistré par la France le 10 avril 1990.

Abrogation (*Note du Secrétariat*)

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN FRANCE AND UPPER VOLTA CONCERNING THE FUNCTIONING OF THE PROSTHESIS CENTRE AT OUAGADOUGOU

The Government of the French Republic, represented by His Excellency Mr. Jacques Ravail, Ambassador of France to the Republic of Upper Volta, on the one hand, and

The Government of the Republic of Upper Volta, represented by His Excellency Mr. Lompolo Kone, Minister for Foreign Affairs, on the other,

Have agreed as follows:

Article 1

The purpose of this Agreement is to establish the conditions under which the Prosthesis Centre at Ouagadougou, which has been administered for five years by French physicians and prosthetists, shall assume the responsibility, at the request of the Government of the Republic of Upper Volta, for providing prostheses to its nationals who are entitled to free medical care and to established and contractual officials, including soldiers in the National Army of Upper Volta who are wounded while in service and persons covered by labour and social security legislation; disabled war veterans who are covered by the French Pension Code and are therefore eligible for such care provided by the French Government shall not be covered by this Agreement.

Article 2

A covered individual referred to in the preceding article whose condition, in the opinion of the Upper Volta Ministry for Public Health and Population, warrants the use of a prosthetic or orthopaedic device (or the wearing of an orthopaedic shoe) must be registered at the Prosthesis Centre at Ouagadougou; registration may be effected simply upon presentation of a request issued by the Upper Volta Ministry for Public Health and Population.

Article 3

The Administration of the Prosthesis Centre shall select the appropriate device for disabled persons, accept delivery of devices from approved suppliers and authorize repairs to and the replacement of devices where they are deemed to be worn out or beyond repair.

However, the Administration's proposals may be implemented only after the approval by the Ministry for Public Health and Population of the relevant commitment of funds. Furthermore, the Administration of the Centre alone shall be qualified to determine, with the agreement of the Ministry for Public Health and Population, that a disabled individual cannot be fitted with a device, in the exceptional circumstance in which the device appropriate for the disability cannot be utilized.

¹ Came into force on 31 January 1963 by signature, in accordance with article 10.

Article 4

Devices must be selected from among those included in the nomenclature and the schedule of health benefits applicable to war veterans covered by the French Disability Pension Code.

The provision of a prosthetic device shall also include the provision of any prosthetic or orthopaedic accessories necessitated by the illness or disability, including:

- (a) The device itself;
- (b) The attachment mechanism;
- (c) Any accessories needed in order to fit the device or to compensate for the deficient function.

The Administration of the Prosthesis Centre shall be responsible for accepting delivery of new or repaired devices and, where it has reason to suspect that a device has a manufacturing defect, shall refuse it and return it for modification to the supplier, who shall not be entitled to any compensation should it be determined that a manufacturing defect exists.

All devices submitted for acceptance must bear a serial number and the name of the manufacturer; their absence shall result in the rejection of the device.

The Centre shall provide the individual concerned with a certificate of acceptance at the time when it delivers the device.

The device must be used for two weeks before it can be accepted.

This trial period shall be extended to two months in the case of guaranteed devices (Duralumin, reduced wood). If within a period of two months the device proves unsatisfactory and is in good condition, the supplier shall be required to take it back.

Upon the expiry of the trial period, if the individual concerned is satisfied with his device he shall transmit to the Head Physician of the Prosthesis Centre the certificate of acceptance, which shall be dated and signed either personally or by a local authority (the unit commander or physician).

Where, on the contrary, the device proves unsatisfactory, the individual shall, through the local authority, so inform the Head Physician of the Centre, who shall make arrangements to have the required modifications made. The certificate of acceptance shall be signed only after all the modifications which were deemed necessary have been completed.

In the event of a dispute, the Head Physician of the Prosthesis Centre shall settle the matter.

In all cases, a certified copy of the certificate shall be forwarded to the Minister for Public Health and Population.

Where the covered individual has neither returned the certificate nor submitted a claim within the aforementioned time-limits, the device shall be considered accepted.

The prosthetic devices shall be guaranteed against all manufacturing defects and malfunctions.

Such guarantees shall in principle be valid for three years. This period shall be extended to five years in the case of devices such as those made of Duralumin and reduced wood, which are covered by special provisions set forth in the fee schedule.

The guarantee shall apply to major components such as sockets, knees, bolts, calves and feet.

However, it shall not apply:

- (1) To miscellaneous accessories including braces, tractors and rubber fittings;
- (2) In the case of a physiological or pathological change in the stump;
- (3) In the case of accidents which cannot be ascribed to the poor quality of the raw materials or to manufacturing defects.

Article 5

A disabled individual registered at the Centre in accordance with the provisions of article 2 shall be asked to report to the Prosthesis Centre or to the unit headquarters during a visit of a mobile health unit by the Ministry for Public Health and Population (or by another designated Upper Volta authority or the Administration of the Prosthesis Centre).

Following an examination, the Administration of the Prosthesis Centre shall determine the type of device to be provided and shall set out its conclusions in a prosthesis report which shall be prepared in duplicate, one copy of which shall be transmitted without delay (at the latest within two weeks following the return of the mobile health unit to Ouagadougou) to the Ministry for Public Health and Population, and the other copy of which shall be retained by the Centre.

Within a maximum period of 20 days, the Ministry for Public Health and Population of Upper Volta shall indicate whether or not it agrees to defray the cost of the prosthetic device (as envisaged in the second paragraph of article 3).

Article 6

Upon receipt of the agreement of the Ministry for Public Health and Population, the Centre shall transmit a letter ordering the device to the Head Physician of the Prosthesis Centre of Marseilles, indicating, where possible, the name of a supplier selected from among those which it has approved.

The order shall then be filled as expeditiously as possible. Devices shall be shipped through the Centres by air from France to Upper Volta or vice versa in accordance with the existing procedures for the provision of prostheses to disabled veterans.

Orthopaedic shoes may be replaced when they are deemed to be worn out and beyond repair, the minimum useful life of such a shoe being one year. The cost of repairing orthopaedic shoes shall be borne in their entirety by the Government of Upper Volta.

The regular shoe for the healthy foot may be ordered by the Centre and custom made by the orthopaedist. The costs pertaining to the supply, repair, replacement and shipping of the shoe shall be borne by the Government of Upper Volta.