

No. 5953

**UNITED STATES OF AMERICA
and
CAMEROUN**

**Exchange of notes constituting an agreement relating to
economic, technical and related assistance. Yaoundé,
26 May 1961**

Official texts: English and French.

Registered by the United States of America on 15 November 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
CAMEROUN**

**Échange de notes constituant un accord d'aide dans les
domaines économique et technique et dans des do-
maines connexes. Yaoundé, 26 mai 1961**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 15 novembre 1961.

No. 5953. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED
STATES OF AMERICA AND CAMEROON RELATING TO ECONOMIC,
TECHNICAL AND RELATED ASSISTANCE. YAOUNDÉ, 26 MAY
1961

N° 5953. ÉCHANGE DE NOTES
CONSTITUANT UN ACCORD D'AIDE¹ DANS LES DOMAINES ÉCONOMIQUE
ET TECHNIQUE ET DANS DES DOMAINES CONNEXES ENTRE LES ÉTATS-UNIS
D'AMÉRIQUE ET LE CAMEROUN. YAOUNDÉ, 26 MAI 1961

*The American Ambassador to the
Camerounian Minister for Foreign
Affairs*

*L'Ambassadeur des États-Unis d'Amérique
au Ministre des affaires étrangères
du Cameroun*

I

EMBASSY OF THE UNITED STATES OF AMERICA

Yaoundé, May 26, 1961

Excellency :

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of the Republic of Cameroun economic, technical and related assistance in accordance with the understandings set forth below :

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by the Government of the Republic of Cameroun, or by representatives designated by it, and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder. Such assistance shall be furnished in accordance with arrangements agreed upon between the above-mentioned representatives, and subject to applicable United States laws and regulations.

2. The Government of the Republic of Cameroun will contribute its manpower, resources, and facilities in accordance with the general state of its economy and to the extent possible in furtherance of the purposes for which assistance is made available hereunder ; will take appropriate steps to assure the effective use of such assistance ; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms ; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto ; will provide the Government of the United States of America with full and complete information concerning such

¹ Came into force on 26 May 1961 by the exchange of the said notes.

¹ Entré en vigueur le 26 mai 1961 par l'échange desdites notes.

programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated ; and will give the people of Cameroun full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the Republic of Cameroun will also bear a fair share of the costs thereof ; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Cameroun ; and will cooperate with other nations participating in such programs in the exchange of technical information.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Republic of Cameroun, from the import or sale of such commodities or services, the Government of the Republic of Cameroun, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in a banking institution designated by it and approved by the representatives of the Government of the United States of America referred to in paragraph 1 hereof ; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds ; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements. However, these drawings by the Government of the United States of America will not exceed ten per centum of the sums deposited. The Government of the Republic of Cameroun may draw upon any remaining balances in the Special Account for such purposes beneficial to Cameroun as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Republic of Cameroun shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the Republic of Cameroun will receive a special mission, which will discharge the responsibilities of the Government of the United States of America hereunder ; upon appropriate notification by the Government of the United States of America will consider the members of this special mission as part of the diplomatic mission of the United States of America in Cameroun for the purpose of enjoying the privileges and immunities accorded to that diplomatic mission and its personnel of comparable rank ; and will give full cooperation to the special mission, including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

5. (a) Any supplies, materials, equipment or funds introduced into or acquired in Cameroun by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements in Cameroun, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs

duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Cameroun.

(b) All personnel, except citizens and permanent residents of the Republic of Cameroun, whether employees of the Government of the United States of America or its agencies or individuals under contract with, or employees of public or private organizations under contract with the Government of the United States of America or the Government of the Republic of Cameroun, or any agencies of either the Government of the United States of America or the Government of the Republic of Cameroun who are present in the Republic of Cameroun to perform work in connection herewith and whose entrance into the country has been authorized by the Government of the Republic of Cameroun, shall be exempt from income taxes and mandatory social security contributions levied under the laws of the Republic of Cameroun with respect to income upon which they are obliged to pay income taxes or make social security contributions to any other Government and from taxes on the purchase, ownership, use or disposition (to other persons enjoying the exemptions mentioned herein) of personal movable property (including automobiles) intended for their own use. The representatives of the Government of the United States referred to in paragraph 1 hereof shall, upon request of representatives of the Government of the Republic of Cameroun, furnish such information as they possess with respect to the obligation, if any, to pay income taxes to the Government of the United States of such personnel as (1) are individuals under contract with the Government of the Republic of Cameroun or employees of public or private organizations under contract with the Government of the United States of America or the Government of the Republic of Cameroun, or any agencies of either, and (2) have, during a period of eighteen consecutive months terminating during a period of service hereunder in the Republic of Cameroun, been present in a country outside the United States for a period of 510 days. The disposition of personal movable property by personnel referred to in the first sentence of this subsection to other persons not enjoying the exemptions mentioned herein must be preceded by an authorization from the Government of the Republic of Cameroun and will involve the collection of fees and taxes as prescribed by the laws of the Republic of Cameroun. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into Cameroun for their own use, and with respect to other duties and fees, as is accorded by the Government of the Republic of Cameroun to diplomatic personnel of the Embassy of the United States of America in Cameroun.

(c) Funds introduced into Cameroun for purposes of furnishing assistance hereunder shall be convertible into currency of Cameroun at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, is not unlawful in Cameroun.

6. The Government of the United States of America and the Government of the Republic of Cameroun will establish procedures whereby the Government of the Republic of Cameroun will so deposit, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

7. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of the Republic of Cameroun, the present note and Your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on the date of Your Excellency's reply and which shall remain in force until thirty days after the receipt of either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

Accept, Excellency, the renewed assurances of my highest consideration.

Leland BARROWS

His Excellency Charles Okala
Minister for Foreign Affairs
Republic of Cameroun
Yaoundé

[TRADUCTION — TRANSLATION]

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE

Yaoundé, le 26 mai 1961

Monsieur le Ministre,

[*Voir note II*]

Veillez agréer, etc.

Leland BARROWS

Son Excellence Monsieur Charles Okala
Ministre des affaires étrangères
République du Cameroun
Yaoundé

II

The Camerounian Minister for Foreign Affairs to the American Ambassador *Le Ministre des affaires étrangères du Cameroun à l'Ambassadeur des États-Unis d'Amérique*

RÉPUBLIQUE DU CAMEROUN
PAIX-TRAVAIL-PATRIE
MINISTÈRE DES AFFAIRES ÉTRANGÈRES
Division Amérique Asie ONU

Yaoundé, le 26 mai 1961

Le Ministre des Affaires Étrangères
à Son Excellence Monsieur l'Ambassadeur
des États-Unis d'Amérique
à Yaoundé

Excellence,

J'ai l'honneur d'accuser réception de votre lettre datée de ce jour et dont la teneur, traduite en français, suit :

« J'ai l'honneur de me référer aux entretiens qui ont eu lieu récemment entre les représentants de nos deux Gouvernements et de vous faire savoir que le Gouvernement des États-Unis d'Amérique est prêt à fournir son aide au Gouvernement de la République du Cameroun dans les domaines économique et technique, ainsi que dans les domaines connexes, conformément aux dispositions indiquées ci-après :

« 1. — Le Gouvernement des États-Unis fournira, dans les domaines économique et technique, ainsi que dans tous les domaines connexes, l'aide qui pourrait lui être demandée par le Gouvernement de la République du Cameroun ou par les représentants désignés par lui, et approuvée par les représentants de l'organisme désigné par le Gouvernement des États-Unis afin d'assumer les responsabilités qui découleront pour lui du présent Accord. Cette aide sera fournie conformément aux arrangements convenus entre les autorités mentionnées ci-dessus et selon les lois et règlements en vigueur aux États-Unis.

« 2. — Le Gouvernement de la République du Cameroun contribuera, par sa main-d'œuvre, ses ressources, services, installations, dans la mesure de ses possibilités économiques à la réalisation des objectifs motivant la fourniture de ladite aide, prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie, et coopérera avec le Gouvernement des États-Unis pour que les achats soient effectués à des prix et à des conditions raisonnables, permettra aux représentants des États-Unis de suivre et d'étudier, sans restriction, les programmes et opérations en voie de réalisation en vertu du présent Accord ainsi que toute la documentation s'y rapportant, fournira au Gouvernement des États-Unis d'Amérique, tous

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF CAMEROUN

PEACE-WORK-COUNTRY

MINISTRY OF FOREIGN AFFAIRS

Division of American, Asian and U.N. Affairs

Yaoundé, May 26, 1961

The Minister of Foreign Affairs
to His Excellency the Ambassador
of the United States of America
Yaoundé

Excellency :

I have the honor to acknowledge the receipt of your note dated today, the tenor of which, translated into French, is as follows :

[*See note I*]

In the name of the Government of the Republic of Cameroun, I have the honor to signify my agreement to the provisions contained in the above note. That note and my reply constitute an agreement in good and due form between our two Governments, it being understood that the English text is authentic so far as the Government of the United States of America is concerned, and the French text authentic so far as the Government of the Republic of Cameroun is concerned.

Accept, Excellency, the assurances of my high consideration.

Charles OKALA

[SEAL]

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.