

**No. 10643**

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**FRANCE  
and  
CAMEROON**

**General Agreement for technical co-operation in personnel matters (with annexed protocols). Signed at Yaoundé on 13 November 1960**

*Authentic text: French.*

*Registered by France on 5 August 1970.*

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**FRANCE  
et  
CAMEROUN**

**Accord général de coopération technique en matière de personnel (avec protocoles annexes). Signé à Yaoundé le 13 novembre 1960**

*Texte authentique : français.*

*Enregistré par la France le 5 août 1970.*

[TRANSLATION — TRADUCTION]

GENERAL AGREEMENT<sup>1</sup> FOR TECHNICAL CO-OPERATION  
IN PERSONNEL MATTERS

The President of the French Republic and  
The President of the Republic of Cameroon  
Have decided to conclude this Agreement.

For this purpose they have appointed as their plenipotentiaries:

The President of the French Republic:

Mr. Maurice Couve de Murville, Minister for Foreign Affairs;

The President of the Republic of Cameroon:

Mr. Charles-René Okala, Minister for Foreign Affairs,

Who, having exchanged their full powers, found in good and due form,  
have agreed on the following provisions:

*Article 1*

The two Governments reaffirm their desire to co-operate on the technical, administrative, financial and economic levels.

For this purpose, France shall, *inter alia*, establish at Yaoundé, within the framework of its representation in Cameroon, a Mission for Aid and Co-operation.

The Republic of Cameroon shall facilitate the establishment of the mission, the head and counselors of which shall have diplomatic status.

The head of the mission shall, in liaison with the Cameroonian Government, be responsible for the implementation of the provisions of this Agreement.

*Article 2*

The Government of the French Republic shall, as desired, make available to the Republic of Cameroon the personnel which the Cameroonian Government considers necessary for the operation of public services established in its territory and under its authority; the provision of such assistance

<sup>1</sup> Came into force on 27 January 1961 by the exchange of the instruments of ratification, which took place at Paris, in accordance with article 21.

shall be independent of any assistance forming the subject of particular conventions relating either to the operation of certain services or institutions, or to the execution of temporary missions with specific objectives.

### *Article 3*

In accordance with agreements concluded between the two Governments, the French Republic shall, as far as possible, facilitate the training of civil servants and officials presented by the Republic of Cameroon or help them to improve their skills.

### *Article 4*

On the entry into force of this Agreement,

The Government of the Republic of Cameroon shall transmit to the French Government a list of the posts to which it wishes to assign personnel made available to it by the French Government, to be held by such personnel for a period of two years.

It may submit to the French Government requests naming officials whom it wishes to be made available to it.

The two Governments shall then draw up by agreement a list of posts which could be held by personnel made available by the French Republic to the Republic of Cameroon. The agreement may be reviewed annually.

Within the limits of the staff thus agreed on, the Government of the French Republic shall make available to the Government of the Republic of Cameroon such of its personnel as it can release.

### *Article 5*

With a view to filling the posts referred to in article 4 above, the Government of the French Republic shall at the earliest possible date submit to the Government of the Republic of Cameroon the candidatures of personnel whom it intends to make available for service in the territory of the latter.

On receipt of the candidatures, the Government of the Republic of Cameroon shall have one month in which to agree to or reject them.

Once that time-limit has expired, or in the event of rejection, the personnel who have not been accepted shall revert to the jurisdiction of the Government of the French Republic.

The latter shall, however, as far as possible, submit new proposals which may be accepted or rejected on the conditions set forth above.

#### *Article 6*

On receipt of the notification of acceptance of the proposed candidates by the Government of the Republic of Cameroon, the French Government shall announce their assignment to the Republic of Cameroon. It shall take all the necessary measures for their transfer to the territory of that State.

The notification of acceptance of any candidate by the Government of the Republic of Cameroon must indicate the nature of the employment offered and the duty station of the candidate.

The appointment of accepted candidates shall be announced by decision of the competent authority of the Republic of Cameroon for a duration of two years and shall take effect from the date of arrival of the official concerned in the territory of that Republic.

Save with the consent of the person concerned, any transfer of personnel covered by this agreement contemplated by the Government of the Republic of Cameroon which would result in a change in the level or nature of the post to which he has been appointed by virtue of article 5 above shall be the subject of consultations between the two Governments.

#### *Article 7*

Personnel governed by the legislation and regulations of the French Republic who, on the date of entry into force of this Agreement, are employed in the territory of the Republic of Cameroon in services which are under the authority of the Government of the latter shall be considered as having been made available to the Republic of Cameroon so that they may continue to exercise their functions. They shall be appointed in the conditions specified in article 6 above.

They shall, from that time, be subject to the provisions of this Agreement. However, the expiry of the period of assignment specified in article 6 above shall, in their case, coincide with the termination of their tour of duty under the relevant regulations and the leave corresponding thereto.

#### *Article 8*

The period of assignment shall include the tour of duty and the leave which accompanies that tour. It shall be for two years in the case of personnel subject to the system of annual leave and 30 months for personnel subject to the system of biennial leave.

The tour of duty in Cameroon may be extended in the conditions set forth in the statutes to which the person concerned is subject by a simple exchange of letters at least one month before the expiry of the normal term.

Any extension for a period of more than four months shall require the consent of the official concerned.

On the expiry of the tour of duty and the leave corresponding thereto, personnel shall automatically revert to the jurisdiction of the French Republic.

#### *Article 9*

The Government of the French Republic and that of the Republic of Cameroon reserve the right to terminate the assignment at any time provided that they notify simultaneously the other Government and the person concerned, through the head of the Mission for Aid and Co-operation, giving one month's notice from the date of such notification.

Where the assignment is terminated prematurely by decision of the Government of the Republic of Cameroon, all the expenses connected with the return passage in accordance with the French regulations shall be borne by the Cameroonian Government, subject to the provisions of article 15 below.

Such termination of assignment shall not preclude the replacement of the official concerned in the conditions set forth in article 4 above.

#### *Article 10*

Subject to the provisions of article 7 above, the granting of administrative leave to personnel during their assignment shall not terminate such assignment.

If, however, the Cameroonian Government does not intend to use the services of the official concerned during the unexpired period of assignment following such leave, it shall notify him thereof at least one month before his departure on leave. A copy of the notification shall be simultaneously addressed to the head of the Mission for Aid and Co-operation.

Decisions granting leave shall be taken by the Government of the Republic of Cameroon and endorsed by the head of the Mission for Aid and Co-operation. The transport costs shall be borne by the French Government in the conditions set forth in article 17.

For certain posts a list of which shall be drawn up by agreement between the two Governments and the occupants of which shall be designated by name by an exchange of letters, the Government of the Republic of Cameroon

shall be free to arrange leave in accordance with the interests of the service, provided the over-all statutory rights of the officials concerned are respected.

In that event, the provisions of the first three paragraphs of article 17 shall apply only in respect of the travel of an official at the time of and following the actual tour of duty specified in the statutes of the French Civil Service.

These provisions shall not apply to the leave established for judicial personnel.

Evacuation of officials for health reasons, convalescent leave and extended leave granted outside the territory of the Republic of Cameroon to the personnel concerned shall terminate the assignment. The same shall apply in the case of sick leave involving repatriation.

#### *Article 11*

In the event of termination of service, for whatever reason, the French Government shall make the necessary arrangements, at the request of the Cameroonian Government, to provide replacements for the outgoing personnel.

#### *Article 12*

Civil servants and officials made available to the Government of the Republic of Cameroon under this Agreement shall carry out their duties under the authority of that Government and shall be obliged to comply with its regulations and instructions.

They shall be bound by the obligation to exercise professional discretion in all matters relating to facts or information of which they have knowledge in the performance of their duties.

They shall refrain from any act which may be detrimental to either the Government of the French Republic or the Government of the Republic of Cameroon.

The two Governments for their part undertake not to require of officials covered by this Agreement any act or manifestation of a character alien to the service.

In the performance of their duties, officials to whom this Agreement applies shall in general receive aid and protection from the Government of the Republic of Cameroon.

#### *Article 13*

Officials made available to the Republic of Cameroon may not engage in any lucrative activity as defined in the general statutes to which they are

subject. In exceptional circumstances, and where justified in the general interest, this prohibition may be waived by joint decision of the Government of the Republic of Cameroon and the Government of the French Republic. When the spouse of an official assigned to the Republic of Cameroon wishes to engage in any private lucrative activity in the territory of that State, the official must make a prior declaration to that effect to the Government of the Republic of Cameroon and the Government of the French Republic, which may, by a joint decision, take appropriate measures to safeguard the interests of the service.

#### *Article 14*

The Government of the Republic of Cameroon shall, at the regular intervals established under the regulations of the French Republic, forward to the Government of the French Republic through the head of the Mission for Aid and Co-operation reports on the manner in which the personnel made available to it under this Agreement are performing their duties.

The Government of the Republic of Cameroon shall notify the head of the Mission for Aid and Co-operation of any assignment or transfer of the personnel covered by this Agreement.

#### *Article 15*

Officials made available to the Government of the Republic of Cameroon under this Agreement may not incur any administrative penalty on the part of that Government other than their return, on stated grounds, to the French Government, accompanied, where necessary, by a report specifying the nature and circumstances of the imputed facts likely to justify the application of the disciplinary procedure set out in the statutes to which the official concerned is subject.

When the acts imputed to the official who is returned are not acknowledged by the competent disciplinary authority and it does not impose a penalty, the French Government may request the Cameroonian Government to reimburse the costs of his return travel.

#### *Article 16*

The French Republic shall bear the cost of the statutory remuneration of the personnel covered by this Agreement.

The Republic of Cameroon shall contribute to the costs in accordance with arrangements agreed upon between the two Governments.

*Article 17*

The Government of the French Republic shall likewise, subject to the provisions of articles 9 and 10 above, bear the cost of:

- Transportation of the official made available to the Republic of Cameroon and his family from his place of residence to the point of entry into the Republic of Cameroon and, at the time of repatriation, from the point of departure from the Republic of Cameroon to the place specified, in so far as he is concerned, in the regulations in force in the French Republic;
- The travel allowances payable for the above journeys, subject to the same reservations;
- The contribution necessary to maintain the pension rights of the official in accordance with the rates in force under the regulations of the French Republic.

*Article 18*

The Republic of Cameroon shall provide the personnel in question with the benefits in kind attaching to the post specified in the letter of appointment. Housing and furniture shall, in all cases, be provided free of charge to the personnel made available to it, having regard to the post occupied, the service grade and the family situation of the official concerned.

The Cameroonian Government shall provide such personnel and their families with free medical care and treatment.

The Government of the Republic of Cameroon shall bear the costs of special remuneration and specific allowances attaching to the post held or function exercised as laid down in the Cameroonian regulations, allowances for overtime or leave, travel or mission expenses and allowances incurred in or outside Cameroon pursuant to a decision of the Cameroonian Government.

*Article 19*

French technical assistance personnel shall be liable to taxation only in respect of tax on the income of physical persons in accordance with the Cameroonian legislation in force on the date of signature of this Agreement.

They shall, however, be exempted from the progressive tax on salaries, wages and pensions. They shall also be entitled to a special standard reduction of 10 per cent.

French technical assistance personnel shall be authorized to maintain

motor vehicles for their personal use, under the temporary admission régime, for the duration of their tours of duty.

#### *Article 20*

The terms and conditions for the application of this Agreement shall be established, as and when necessary, by agreements between the two Governments or their duly authorized representatives.

Additional protocols may be concluded to cover officials in certain services or groups of services in consideration of their special status or the special functions which they may be called upon to assume in the Republic of Cameroon. Such protocols may in exceptional circumstances waive certain provisions of this Agreement.

The Mission for Aid and Co-operation shall be informed of all documents addressed to the Government of the French Republic by the Government of the Republic of Cameroon.

#### *Article 21*

This Agreement shall enter into force on the date of the exchange of the instruments of ratification, which shall take place as soon as possible at Paris. The three Protocols annexed to this Agreement shall enter into force on the same date.

DONE at Yaoundé, on 13 November 1960, in duplicate.

[CHARLES-RENÉ OKALA]

[MAURICE COUVE DE MURVILLE]

### ADDITIONAL PROTOCOL CONCERNING THE EMPLOYMENT OF MILITARY PERSONNEL SECONDED TO THE PUBLIC SERVICE OF THE REPUBLIC OF CAMEROON

#### *Article 1*

The purpose of this Protocol is to determine, in pursuance of article 20 of the General Agreement for co-operation in personnel matters, the special measures applicable to military personnel, taking into account the special rules governing service abroad of such personnel. The provisions of the General Agreement shall be applicable to such personnel in so far as they are not waived by this Protocol and by the Agreement concerning technical military assistance to the Cameroonian armed forces.<sup>1</sup>

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<sup>1</sup> See p. 197 of this volume.

*Article 2*

The military personnel covered by this Protocol shall include:

- (1) Officers, non-commissioned officers and men of combat and service units;
- (2) Officers and non-commissioned officers of the army medical service;
- (3) Officers and non-commissioned officers of the *gendarmerie*.

Such personnel shall be made available to the Cameroonian Government. They shall be seconded for the normal period of the tour of duty plus embarkation leave, annual leave and outward and return travel time: 30 months in the case of the police and three years in the case of the other categories.

*Article 3*

For the purposes of reporting and discipline, the seconded military personnel shall come under the French military authority, which may inspect them and may delegate all or part of its powers to the most senior of the highest ranking of the following:

- officers of the army,
- officers of the *gendarmerie* or
- officers of the medical service

seconded to the Republic of Cameroon.

*Article 4*

Any appointment to employment under the General Agreement must take into account the statutory rules relating to military ranks, so that seconded military personnel may not have under their orders persons who are of a higher grade or who are senior to them in the same grade.

*Article 5*

Military personnel seconded to the Cameroonian army and Gendarmerie shall be at the disposal of the Cameroonian authorities in accordance with the traditional rules governing the use of their branch or unit. These rules governing their use may be changed only with the agreement of the French authorities.

*Article 6*

For the purposes of the application of article 12 of the General Agreement to personnel in the army medical service, the two Governments shall undertake to respect the prerogatives of the relevant Order of Physicians as laid down in the regulations governing them.

[CHARLES-RENÉ OKALA]

[MAURICE COUVE DE MURVILLE]

ADDITIONAL PROTOCOL CONCERNING EDUCATIONAL PERSONNEL  
MADE AVAILABLE TO THE REPUBLIC OF CAMEROON

*Article 1*

The list of requirements in respect of educational personnel provided for in article 3<sup>1</sup> of the General Agreement shall be drawn up annually by agreement between the two Governments.

*Article 2*

In view of the large number of educational personnel needed and the requirements of the school calendar, the submission of the lists of candidates referred to in article 5 of the General Agreement must be answered within 15 days after their receipt.

*Article 3*

Except in the case of express agreements relating specifically to particular categories or situations and notwithstanding the provisions of article 6 of the General Agreement, the appointment of a member of the teaching profession shall be announced by the competent authorities of the Republic of Cameroon and shall take effect from a date which shall be fixed so as to avoid any interruption in employment of the person concerned. The appointment shall be for a period of two school years. The foregoing shall not derogate from the provisions in respect of duration of assignment laid down in article 8 of the General Agreement concerning the provision of personnel by the French Republic to assist in the operation of public services of the Republic of Cameroon.

In the absence of an exchange of letters on the initiative of the person concerned at least three months before the date fixed for the first stage in the transfer of educational personnel to France, this period may be renewed or extended by tacit agreement from one school year to another.

*Article 4*

The date of repatriation referred to in article 7 of the General Agreement shall, in the case of educational personnel, coincide with the end of the school year.

The same shall apply to the period of notice referred to in article 9 of the said Agreement.

*Article 5*

The provisions of the first paragraph of article 10 of the General Agreement shall, as regards members of the teaching profession, be understood as referring to administrative leave and authorized absence during the school holidays established by the regulations in force in the Republic of Cameroon for educational personnel at present placed at its disposal.

<sup>1</sup> Should read: "article 2".

*Article 6*

Without prejudice to the provisions of article 13 of the General Agreement, specific reports shall be made on educational personnel in accordance with the procedures laid down in the laws and regulations in force in the French Republic: reports on teaching ability shall be made by members of the competent corps of inspectors and administrative reports shall be made by university officials holding qualifications at least equal to those of the personnel to be inspected or specially empowered for the purpose by the competent authorities of the French Republic.

Under the special provisions established for certain categories of personnel, service completed in the Republic of Cameroon by members of the teaching profession made available under this Protocol shall, in all respects, be considered valid and taken into account by the French Republic as if it had been completed in the employment of the latter.

*Article 7*

General inspection missions shall be organized by agreement between the two Governments. They shall automatically inspect personnel belonging to the teaching staff of the French Republic and contractual personnel.

The expenses involved in such missions shall be borne by the French Republic.

*Article 8*

By agreement between the two Governments, the Government of the French Republic may make available to the Government of the Republic of Cameroon temporary missions for the purpose either of undertaking studies and research or to ensure the organization or operation of an educational or cultural service.

[CHARLES-RENÉ OKALA]

[MAURICE COUVE DE MURVILLE]

**ADDITIONAL PROTOCOL CONCERNING JUDICIAL PERSONNEL MADE  
AVAILABLE TO THE REPUBLIC OF CAMEROON***Article 1*

The purpose of this Protocol is to determine, in accordance with article 20 of the General Agreement concerning the provision of personnel by the French Republic to assist in the operation of public services of the Republic of Cameroon, the special conditions for co-operation between the French Republic and the Republic of Cameroon with regard to judicial personnel.

The provisions of the General Agreement shall be applicable to judicial personnel in so far as they are not waived by the provisions of this Protocol.

#### Article 2

The two States shall develop co-operation with regard to judicial personnel in particular by organizing training courses for judicial personnel of the two countries and by introducing regular exchanges of information on technical legal matters.

The Government of the French Republic shall, as far as possible, facilitate the training of judicial personnel from the Republic of Cameroon in accordance with conditions to be established by an exchange of letters.

#### Article 3

In order to enable the Government of Cameroon to ensure the operation of its courts and the administration of justice, the French Government undertakes to make available to it, as far as possible, the judicial personnel which it requires.

#### Article 4

The two Governments may terminate the assignment of a judicial officer before the expiry of the normal term only with his consent or in the light of an opinion of the commission established under article 10 in the case of a member of the *Parquet* and with the approval of the said commission in the case of a member of the Bench.

A hearing shall automatically be granted to the person concerned on request. The decision to bring the matter before the commission shall be notified to the other Government and to the judicial officer with an indication of the reasons therefor. The complete file of the case shall be transmitted to the judicial officer at least 15 clear days before the commission meets. The commission's opinion shall be transmitted to the two Governments.

#### Article 5

A judicial officer may, in exceptional cases, for personal or family reasons, request that his assignment to the Government of the Republic of Cameroon should be terminated before the expiry of the normal period. The costs of his repatriation shall then be borne by the French Republic.

The request shall be submitted to the commission provided for in article 10, which shall state its opinion, indicating the reasons therefor. The opinion shall be transmitted to the French Government by the Government of the Republic of Cameroon for a decision.

When, however, following promotion to a higher grade or appointment to a post in a new group in his original service, a judicial officer requests that his

assignment should be terminated, the request shall automatically be granted if the Government of the Republic of Cameroon cannot appoint him to a post corresponding to the new grade or new group. In that event, the Government of the French Republic shall make all the necessary arrangements to ensure the replacement of the judicial officer before his departure.

#### *Article 6*

The judicial personnel made available to the Government of Cameroon may not receive any new assignment without their consent except for the purpose of ensuring the necessary continuity of service in the case of appointment in an acting capacity to a post at least equivalent to that which they occupy, with the approval of the commission referred to in article 10.

#### *Article 7*

With the exception of temporary duties, in no case may a seconded judicial officer be entrusted with judicial functions giving him authority over judicial personnel belonging to a grade higher than his own in his original service.

#### *Article 8*

The provisions of article 11 of the General Agreement shall be applicable to judicial personnel only in so far as they are compatible with the statutory provisions applicable to them and with their professional obligations.

Judicial personnel shall enjoy the independence, immunities, guarantees, privileges, honours and prerogatives to which the same functions and their status would entitle them in France.

The Government of Cameroon shall protect them against any threats, offensive behaviour, insults, defamation, attacks and coercion of any kind to which they might be subject in the performance of their duties.

Judicial personnel may not be challenged in any way regarding decisions in which they participate, utterances which they make in court or acts relating to their duties.

#### *Article 9*

No correctional or criminal proceedings may be instituted against a judicial officer except with the approval of the commission provided for in article 10. If proceedings are instituted, the Government of the French Republic shall be kept informed and the judicial officer against whom the proceedings are being taken shall enjoy the privilege of jurisdiction laid down in the legislation applicable in Cameroon at the time of the entry into force of this Protocol.

#### *Article 10*

For the implementation of this Protocol there shall be established a commission composed of three judicial officers, members of the Bench, assigned to the

Republic of Cameroon who are the most senior in the highest grade in their original service and three Cameroonian judicial officers, members of the Bench, designated by the Minister of Justice of the Republic of Cameroon. The president shall be a member of the commission, elected by it. Opinions shall be rendered by a majority and if the votes are equally divided, the president shall have a casting vote.

*Article 11*

Those seconded judicial officers of the Bench and the *Parquet* who are the most senior in the highest grade in their original service shall, in accordance with the procedure laid down in article 14 of the General Agreement, draw up and transmit reports on the manner in which the seconded judicial personnel are performing their duties, in the way and at the intervals prescribed in the statutes to which they are subject in their original service.

*Article 12*

Judicial personnel made available to the Republic of Cameroon shall be entitled to two months' leave of absence each year and five months in the fifth year. The Government of Cameroon may, however, refuse to grant annual leave when the courts are not in recess except in the case of judicial personnel who have been on duty during the previous recess.

The leave referred to above may, at the choice of the beneficiary, be taken either in France or in his country of origin. When, however, the cost of travel to his country of origin exceeds that of travel to France, the beneficiary shall be entitled to payment of the expenses of travel to his country of origin only during the fifth year's leave of five months.

[CHARLES-RENÉ OKALA]

[MAURICE COUVE DE MURVILLE]