

No. 12376

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**CANADA  
and  
CAMEROON**

**Agreement on economic and technical co-operation. Signed  
at Toronto on 15 September 1970**

*Authentic texts: French and English.*

*Registered by Canada on 28 March 1973.*

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**CANADA  
et  
CAMEROUN**

**Accord de coopération économique et technique. Signé à  
Toronto le 15 septembre 1970**

*Textes authentiques : français et anglais.*

*Enregistré par le Canada le 28 mars 1973.*

## AGREEMENT<sup>1</sup> ON ECONOMIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF THE CAMEROON

The Government of Canada and the Government of the Federal Republic of the Cameroon, wishing to establish, on the basis of equality and mutual benefits, the principles of their co-operation, have agreed to the following provisions:

*Article 1.* The Government of Canada undertakes to offer its financial and technical co-operation to the Government of the Federal Republic of the Cameroon for carrying out its social and economic development programme.

*Article 2.* This co-operation shall be established on the basis of programmes and projects approved by the Government of Canada and the Government of the Federal Republic of the Cameroon. It may consist in particular of the provision of Canadian goods, services and equipment, of the assignment of experts and technicians, of the carrying out of studies, of the training of Cameroonian nationals and of the granting of loans or subsidies.

*Article 3.* The programmes and projects mentioned in the foregoing article shall be financed by means of loans or subsidies from the Government of Canada to be granted on conditions agreed upon from time to time with the Government of the Federal Republic of the Cameroon. On the other hand, the Government of the Federal Republic of the Cameroon undertakes to repay the loans granted by the Government of Canada on the conditions established by the Parties pursuant to article 4 (b) hereunder.

*Article 4.* In pursuance of the objectives of the present Agreement, the Government of Canada and the Government of the Federal Republic of the Cameroon, acting directly or through their competent agencies, may in due course conclude secondary agreements, evidenced by letters, notes or memoranda in writing, relating to the following questions:

- (a) the responsibilities of each Government with respect to the support and conditions of service of teachers, advisers and other personnel assigned by the Government of Canada to serve in the Federal Republic of the Cameroon in response to the requests of the Government of the Federal Republic of the Cameroon;
- (b) the purpose, amount, terms and conditions of Canadian loans or subsidies agreed to in conformity with article 3;
- (c) the establishment, if necessary, of counterpart fund accounts and, as required, the conditions governing the payment into or out of such accounts;
- (d) all other questions as might permit the two Governments to pursue jointly the objectives enunciated in this Agreement.

<sup>1</sup> Came into force provisionally on 15 September 1970 by signature, and definitively on 24 December 1971, after ratification by the two Parties according to the customary procedure in each State, in accordance with article 7.

*Article 5.* Canadian contributions to the Federal Republic of the Cameroon economic and social development programme shall be subject to the following basic principles:

- (a) except as may be otherwise decided by mutual agreement between the Contracting Parties in relation to specific projects, costs incurred in the Federal Republic of the Cameroon shall be the responsibility of the Government of the Federal Republic of the Cameroon;
- (b) the Government of the Federal Republic of the Cameroon shall indemnify Canadian firms and Canadian personnel who are engaged in an approved programme or project against civil liability for acts committed by such personnel other than acts which are criminal or fraudulent;
- (c) the Government of the Federal Republic of the Cameroon shall exempt Canadian firms, Canadian personnel and the members of their families who are engaged in a programme or approved project from resident tax and local tax, from tax on wages and salary paid out of the Canadian contribution and on income earned outside the Federal Republic of the Cameroon, as well as from any written declaration relating to the foregoing exemptions;
- (d) the Government of the Federal Republic of the Cameroon will accord to Canadian companies, to Canadian personnel, as well as to members of their families, who are engaged in an approved programme or project, customs exemption on necessary professional and technical equipment, on personal and domestic effects in reasonable quantities, including one automobile per expert, adviser, or teacher; however, the above designated customs exemption shall not be applicable in the case of a transfer of the aforementioned effects, subject to payment or otherwise, to third parties not entitled to the same customs exemption.

*Article 6.* Unless the text thereof expressly states the contrary, subsidiary agreements concluded in accordance with article 4 of this Agreement shall be considered to be administrative arrangements only and not formal agreements binding the Parties in international or domestic law.

Differences which may arise in the implementation of such agreements or from the interpretation of the provisions contained therein shall be settled by negotiations between the Government of Canada and the Government of the Federal Republic of the Cameroon or in such other way as may be mutually accepted by Parties to this Agreement.

*Article 7.* The present Agreement, of unspecified duration, shall come into force after ratification by the two Parties according to the customary procedure in each State and shall remain in force as long as one or other has not denounced it by six month's written notice.

However, such termination shall not affect the validity of the contracts already concluded or of the guarantees already furnished under the terms of this Agreement.

FAIT à Toronto le quinzième jour de septembre 1970 en deux exemplaires originaux, chacun en langue française et anglaise, les deux textes français et anglais faisant également foi.

DONE at Toronto on the fifteenth day of September 1970 in two original copies, each in French and English, the French and English texts being equally authentic.

DONALD S. MACDONALD

Pour le Gouvernement du Canada  
For the Government of Canada

CHARLES O. AWANA

Pour le Gouvernement de la République fédérale du Cameroun  
For the Government of the Federal Republic of the Cameroon

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