

No. 14661

FRANCE
and
UNITED REPUBLIC OF CAMEROON

Agreement on military co-operation (with annex and exchange of letters). Signed at Yaoundé on 21 February 1974

Authentic text: French.

Registered by France on 19 March 1976.

FRANCE
et
RÉPUBLIQUE-UNIE DU CAMEROUN

Accord de coopération militaire (avec annexe et échange de lettres). Signé à Yaoundé le 21 février 1974

Texte authentique : français.

Enregistré par la France le 19 mars 1976.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON MILITARY CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNITED REPUBLIC OF CAMEROON

The Government of the French Republic and the Government of the United Republic of Cameroon have resolved to conclude this Agreement:

Article 1. At the request of the Government of the United Republic of Cameroon, the Government of the French Republic undertakes to assist the Cameroonian armed forces to the best of its ability by providing them with military personnel.

Article 2. The Government of the French Republic may furnish to the United Republic of Cameroon, without charge or for a valuable consideration, military equipment and supplies needed by its armed forces.

The Cameroonian armed forces may seek assistance, in the matter of their logistical support, from the French armed forces under the conditions established by a separate Convention.

Article 3. The Government of the United Republic of Cameroon may apply to the French Republic for assistance in the training of the cadres of its armed forces. The French Republic shall provide assistance in that regard.

Cameroonian nationals shall be admitted to the French *grandes écoles* and military establishments, either by a competitive examination under the same conditions as French nationals or under a special quota adjusting these conditions. Some Cameroonian nationals nominated by their Government, by agreement with the French Government, may be accepted as trainees at French *grandes écoles* and military establishments.

The Government of the French Republic shall be responsible for payment of the transportation costs and fees of students and trainees at French *grandes écoles* and military establishments.

The Government of the United Republic of Cameroon shall be responsible for payment of salaries and health care and social security costs.

Article 4. The French courts shall have jurisdiction in respect of offences committed by Cameroonian students and trainees admitted to the French *grandes écoles* and military establishments.

However, when the offences committed by such personnel were committed while on duty or in connexion with their duties the perpetrators of the said offences shall be handed over as soon as possible to their Embassy, which shall repatriate them. The Cameroonian Government shall institute all necessary proceedings against them.

¹ Came into force on 1 December 1975, i.e. the first day of the second month following the date of the exchange of the instruments (effected at Paris on 7 December 1974 and 21 October 1975) confirming the completion of the required constitutional procedures, in accordance with article 10.

In cases other than those mentioned in paragraph 2, such personnel, including members of their families, who have been brought before a French court and whose detention is considered necessary, shall be assigned a residence by and under the responsibility of their Embassy, which shall bring them to court at the request of the competent judicial authorities.

If sentenced to a term of imprisonment, they shall be handed over to their Embassy for repatriation and shall serve their sentences in accordance with Cameroonian legislation.

The civil liability of the French State shall be substituted for that of Cameroonian students and trainees for acts performed by them while on duty or in connexion with their duties.

In the case of personal acts not performed in the course of duty the French Government may claim from the Cameroonian Government reimbursement of the amounts paid.

Article 5. Cameroonian military students and trainees in France shall be authorized to import their personal effects free of customs duties; they may import or acquire, under the temporary admission system, furniture and one private vehicle for their personal use. They may re-export them under the same conditions upon their final departure.

Article 6. The French military services in Cameroon, notably the French Military Mission and the Douala Inter-Army Detachment (D.I.A.T.), including the Military Police shall be withdrawn and all the facilities which they occupied shall be placed at the disposal of the Cameroonian Armed Forces.

Article 7. The Cameroonian Government may authorize land and air transit across its territory of personnel and equipment of the French armed forces.

Such authorization shall be given only at the request of the French Government, which shall specify, among other information, the origin, destination and itinerary within the country of transit of the French military personnel and equipment.

The authorization shall be valid only for a single operation. In exceptional circumstances, it may be granted on a permanent basis and cover a number of transit operations spread over a period of time. In such a case, the request from the French Government must be accompanied by a transit plan covering all these operations.

Flights over Cameroonian air-space by French military aircraft and the stop-over points of these aircraft shall be subject to prior authorization on a case-by-case basis; however, regular or periodical connecting flights shall be authorized on a semi-annual or renewable basis.

These authorizations may be suspended by the Cameroonian Government if it considers that the connecting flights are liable to impair the sovereignty of the State.

The Cameroonian Government undertakes to provide assistance through its services with a view to facilitating transit and purchase operations involving the French armed forces undertaken in its territory.

Article 8. Commodities and equipment in direct transit through Cameroon under the present provisions shall be exempt from all customs duties, subject to appropriate inspection.

Article 9. This Agreement shall remain in force until one full year from the date on which one of the Contracting Parties has notified through the diplomatic channel its decision to terminate its effects.

Article 10. This Agreement shall enter into force on the first day of the second month following the exchange of the instruments confirming that the constitutional procedures required in each of the two States have been completed. This exchange shall take place at Paris as soon as possible.

DONE in duplicate at Yaoundé on 21 February 1974.

For the Government of the French Republic:

[Signed]
J.-F. DENIAU

For the Government of the United Republic of Cameroon:

[Signed]
VINCENT EFON

A N N E X

REGARDING FRENCH MILITARY PERSONNEL SECONDED TO THE UNITED REPUBLIC OF CAMEROON UNDER MILITARY TECHNICAL ASSISTANCE

Article 1. Each year, the Government of the United Republic of Cameroon shall draw up and transmit to the Government of the French Republic a list of posts to be filled, a description of the posts in question, the qualifications needed and the duty stations of military technical assistance personnel.

The Government of the French Republic shall inform the Government of the United Republic of Cameroon which posts it is able to fill.

Article 2. French military personnel shall be appointed by the French Government, subject to the agreement of the Government of the United Republic of Cameroon, for a fixed period in accordance with French regulations on residence abroad. In their work they shall be subject to the authority of the Government of the United Republic of Cameroon under the conditions established by this Agreement.

Any change in duty station or place of residence during the tour of duty shall be decided upon after consultation between the competent authorities of the United Republic of Cameroon and the French representatives in Cameroon.

Article 3. French military personnel shall retain their status under French regulations.

They shall be subject to Cameroonian military authority as regards reporting and discipline and shall be required to comply with the regulations and orders in force in the Cameroonian armed forces.

Reports and requests for disciplinary action shall be transmitted to the French Government through its diplomatic representatives in Cameroon, which are required to provide information on action taken concerning the requests. The French representatives shall have every opportunity for any consultations with the Cameroonian authorities that may prove necessary regarding the presence of French military personnel in Cameroon.

The French and Cameroonian Governments may both take the initiative in officially terminating the assignment of a military technical assistant during his residence, in accordance with the provisions of article 8 of the General Agreement for technical co-operation in personnel matters.¹

Missions, the cost of which shall be borne by the Government of the French Republic, may be undertaken to study problems involving the personal situation of French military technical assistance staff in relation to their statute. The Government of the United Republic of Cameroon shall facilitate the work of these missions to the best of its ability.

Article 4. French military personnel shall serve in Cameroonian uniform or civilian clothes, in accordance with the instructions of the Cameroonian military authorities.

They may not participate in military operations or in operations aimed at maintaining or restoring public order or the rule of law.

Article 5. Each Government shall at all times give the military personnel of the other State the same assistance and protection as it gives the personnel of its own armed forces.

The Government of the United Republic of Cameroon shall pay fair compensation in the case of damage occurring in connexion with the performance of their official duties by persons directly employed by it. Requests for compensation shall be transmitted to the Cameroonian Government through the French Government.

In the event of infringement of the regulations of the Cameroonian armed forces or of damage done to Cameroonian facilities, property or equipment as a result of a personal act by a member of the French military technical assistance personnel that was not committed in the course of duty, the Government of the United Republic of Cameroon shall be entitled to request compensation from the Government of the French Republic.

Article 6. The Cameroonian courts shall have jurisdiction in respect of offences committed by French military personnel under Cameroonian command.

However, when the offences committed by such personnel were committed while on duty or in connexion with their duties, the perpetrators of the said offences shall be handed over as soon as possible to their Embassy, which shall repatriate them. The French Government shall institute all necessary proceedings against them.

In cases other than those mentioned in paragraph 2, such personnel, including members of their families, who have been brought before a Cameroonian court and whose detention is considered necessary, shall be assigned a residence by and under the responsibility of their Embassy, which shall bring them to court at the request of the competent judicial authorities.

If sentenced to a term of imprisonment, they shall be handed over to their Embassy for repatriation and shall serve their sentences in accordance with French legislation.

The civil liability of the Cameroonian State shall be substituted for that of French military personnel for acts performed by them while on duty or in connexion with their duties.

In the case of personal acts not performed in the course of duty, the Cameroonian Government may claim from the French Government reimbursement of the amounts paid.

Article 7. French military technical assistance personnel shall be authorized to import their personal effects free of customs duties; they may import or acquire, under the temporary admission system, furniture and one private vehicle for their personal use. They may re-export them under the same conditions upon their final departure.

Article 8. The Government of the French Republic shall be responsible for payment of all sums to which military personnel seconded by it to the Government of the United Republic

¹ See p. 117 of this volume.

of Cameroon are entitled—pay and accessory remuneration, miscellaneous allowances—and the cost of transportation from France to Douala and back.

The Government of the United Republic of Cameroon shall be responsible for payment of allowances for overtime or leave and the travel expenses and allowances provided for in Cameroonian regulations, excluding all other payments or allowances.

Article 9. The provisions of the General Agreement for technical co-operation in personnel matters shall be automatically applicable to military technical assistance personnel in respect of taxes, housing, contributions and medical expenses.

For the purposes of this Agreement, the term “military technical assistance personnel” means:

- military personnel proper;
- dependants who accompany them.

Article 10. French military personnel not under the authority of the Ministry of Cameroonian Armed Forces shall be covered by the provisions of the General Agreement for technical co-operation in personnel matters.

EXCHANGE OF LETTERS

I

FRENCH REPUBLIC

THE SECRETARY OF STATE TO THE MINISTER FOR FOREIGN AFFAIRS

Yaoundé, 21 February 1974

Sir,

Article 7 of the Agreement on military co-operation states that “the Cameroonian Government undertakes to provide assistance through its services with a view to facilitating transit and purchase operations involving the French armed forces undertaken in its territory”.

In the course of the negotiations it was agreed that these operations would be carried out by French armed forces personnel in civilian clothes who would not exceed 10 in number. They will be employed at the French Consulate General in Douala.

The means of making available the facilities required for carrying out transit and purchase operations and the general conditions of their use shall be established by mutual agreement.

I have the honour to request that you kindly confirm the agreement of the Cameroonian Government to the foregoing provisions.

Accept, Sir, etc.

[Signed]

J.-F. DENIAU

Mr. Vincent Efon
Minister for Foreign Affairs
of the United Republic of Cameroon

II

UNITED REPUBLIC OF CAMEROON

Peace — Work — Fatherland

MINISTRY OF FOREIGN AFFAIRS

THE MINISTER

Yaoundé, 21 February 1974

Sir,

Today you sent me a letter reading as follows:

[See letter I]

I have the honour to inform you that the Cameroonian Government confirms its agreement to the foregoing provisions.

Accept, Sir, etc.

[Signed]

V. EFON

His Excellency Mr. Jean-François Deniau
Secretary of State to the Minister for Foreign Affairs
of the French Republic
