

**No. 14662**

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**FRANCE  
and  
UNITED REPUBLIC OF CAMEROON**

**General Agreement for technical co-operation in personnel matters. Signed at Yaoundé on 21 February 1974**

*Authentic text: French.*

*Registered by France on 19 March 1976.*

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**FRANCE  
et  
RÉPUBLIQUE-UNIE DU CAMEROUN**

**Accord général de coopération technique en matière de personnel. Signé à Yaoundé le 21 février 1974**

*Texte authentique : français.*

*Enregistré par la France le 19 mars 1976.*

## [TRANSLATION — TRADUCTION]

**GENERAL AGREEMENT<sup>1</sup> FOR TECHNICAL CO-OPERATION IN PERSONNEL MATTERS 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, reaffirming their desire to continue to co-operate at the technical, administrative, financial and cultural levels, have decided to conclude this Agreement:

*Article 1.* The Government of the French Republic shall, as far as possible, make available to the Government of the United Republic of Cameroon the personnel which it needs. This service shall be independent of any assistance forming the subject of specific conventions relating either to the operation of certain services or institutions or to the execution of temporary missions with specific objectives.

*Article 2.* In accordance with agreements concluded between the two Governments, the French Republic shall, as far as possible, facilitate basic, refresher or advanced training for civil servants and personnel in the public, parapublic or private sectors presented by the United Republic of Cameroon.

*Article 3.* The Government of the United Republic of Cameroon shall draw up annually and transmit to the Government of the French Republic a description of the posts and a list of the personnel it requires, specifying their qualifications.

It may submit to the Government of the French Republic requests naming personnel whose services it would like to use.

Subject to the number and qualifications of personnel thus determined, the Government of the French Republic shall, as far as possible, make available to the Government of the United Republic of Cameroon the required personnel specified in the said list. Such personnel shall thereafter be under the authority of the Government of the United Republic of Cameroon.

*Article 4.* With a view to meeting the personnel requirements of the Cameroonian Government referred to in article 3, the Government of the French Republic shall submit promptly to the Government of the United Republic of Cameroon the candidatures of the personnel whom it intends to make available to that Government, together with their professional and academic references.

On receipt of the candidatures, the Government of the United Republic of Cameroon shall have two months in which to accept or reject them.

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

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<sup>1</sup> 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 23.

It shall, however, as far as possible, submit new proposals which may be accepted or rejected on the same terms as are set forth above.

In the notification of acceptance of any candidate the Government of the United Republic of Cameroon shall indicate the nature of the employment offered and the duty station of the candidate.

*Article 5.* On receipt of the notification of acceptance of the proposed candidates by the Government of the United Republic of Cameroon, the Government of the French Republic shall declare that they are being assigned to the United Republic of Cameroon for a period of two years and shall take all the necessary measures for their transfer.

The appointment of accepted candidates shall be announced by decision of the Government of the United Republic of Cameroon for a period of two years and shall take effect from the date of arrival of the person concerned in the territory of that Republic.

Should the United Republic of Cameroon intend to change the assignment of an appointee, it shall inform the French representation, which shall have 15 days in which to state its opinion.

*Article 6.* French technical assistance personnel serving in Cameroon on the date of the entry into force of this Agreement shall be subject to its provisions. However, the expiry of the period of assignment specified in article 5 shall, in their case, be in accordance with the provisions governing their tour of duty, including those governing leave.

*Article 7.* The period of assignment shall include the tour of duty and the leave which accrues during such tour.

The tour of duty in Cameroon may be extended for a period not exceeding eight months at the request of the Government of the United Republic of Cameroon, to be submitted at least two months before the expiry of the normal tour.

On the expiry of the tour of duty and period of accrued leave, personnel shall automatically be reassigned to the French Republic.

*Article 8.* The Governments of the French Republic and of the United Republic of Cameroon reserve the right to terminate the assignment at any time, subject to the Government which takes the initiative giving the other Party one month's notice. The notice may be shortened after consultation with the other Party.

Whenever reassignment occurs prematurely by decision of the Government of the United Republic of Cameroon, save when such action is taken as a result of professional misconduct or a criminal act by the person concerned, all costs connected with the return journey in accordance with the French regulations shall be borne by the Cameroonian Government. Such reassignment shall not preclude the replacement of the person concerned in the manner set forth in article 3.

*Article 9.* Subject to the provisions of article 6, the granting of administrative leave to personnel during the period of their assignment shall not terminate such assignment.

If, however, the Government of the United Republic of Cameroon does not intend to use the services of one of the personnel during the period of his assignment remaining following such leave, it shall so inform the French representation at least one month before his departure on leave.

The leave schedule of the personnel concerned shall be determined by the Government of the United Republic of Cameroon and communicated by administrative decision to the French representation. Transport costs shall be borne by the French Government in the manner set forth in article 16.

The Government of the United Republic of Cameroon shall be free to arrange leave in accordance with the interests of the service, subject to the statutory rights of the persons concerned.

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

*Article 10.* Personnel made available to the Government of the United Republic of Cameroon under this Agreement shall perform their duties under the authority of that Government and shall be bound to comply with its regulations and instructions.

They shall be bound by the obligation of professional secrecy concerning all facts or information which come to their knowledge in the performance of their duties.

They shall refrain from any act which may embarrass the Government of the French Republic or the Government of the United Republic of Cameroon and from any political activity.

The two Governments shall likewise undertake not to require of personnel covered by this Agreement any act or manifestation unconnected with their employment.

*Article 11.* The Government of the United Republic of Cameroon shall grant to personnel covered by this Agreement the same protection to which Cameroonian civil servants are entitled under the legislation in force.

*Article 12.* Personnel made available to the United Republic of Cameroon may not engage in any gainful activity as defined in the general staff regulations governing them or in Cameroonian legislation. In exceptional circumstances and when justified in the general interest, this prohibition may be waived by joint decision of the Governments of the United Republic of Cameroon and the French Republic.

If the spouse of one of the personnel assigned to the United Republic of Cameroon wishes to engage in any private gainful activity in the territory of that State, the person so assigned shall make a prior declaration to that effect to the Government of the United Republic of Cameroon, which may, if necessary, take measures to safeguard the interests of the service.

*Article 13.* The Government of the United Republic of Cameroon shall forward annually to the Government of the French Republic, through its diplomatic representation in Cameroon, comments on the professional performance of the personnel made available to it.

*Article 14.* Personnel made available to the Government of the United Republic of Cameroon may be reprimanded by that Government. In such event the French representation shall be informed.

In the case of serious misconduct, the person concerned may be reassigned to the French Government. The French representation shall be notified of such a measure. The reasons for the decision shall be conveyed to it in such form as the Government of the United Republic of Cameroon shall deem most appropriate.

*Article 15.* The Government of the French Republic shall bear the cost of the remuneration and medical expenses of personnel made available by it to the Government of the United Republic of Cameroon in the manner agreed upon by the two Governments.

The Government of the United Republic of Cameroon shall bear the cost of housing and furniture for personnel covered by this Agreement.

*Article 16.* The Government of the French Republic shall, subject to the provisions of article 8, likewise, bear the cost of:

- transport of personnel made available to the United Republic of Cameroon and their families from their place of residence to the point of entry in Cameroon closest to the place of their assignment and, at the time of repatriation, from the point of departure to the place specified, so far as they are concerned, by the French regulations in force;
- the allowances payable in connexion with such travel.

The Government of the United Republic of Cameroon shall bear the cost of overtime payments, holiday pay and travel expenses and allowances provided for in Cameroonian regulations, to the exclusion of any other payment or grant.

*Article 17.* French technical assistance personnel shall be subject in Cameroon to the tax on personal income in accordance with Cameroonian legislation.

Income paid contractually to the personnel in question by the French Government shall be taken into account in computing gross income for tax purposes in the following amounts:

- (a) for the period of physical presence in Cameroon: the amount of the gross basic contractual remuneration paid to the person concerned;
- (b) for the leave period: the amount of gross salary plus the subsistence allowance.

For personnel whose remuneration is not fixed by contract, the gross income for tax purposes for the period of physical presence in Cameroon shall be determined by applying to the total remuneration received, excluding all family benefits, the ratio between the gross basic remuneration of personnel whose remuneration is fixed by contract, as numerator, and the total amount of their wages for service in Cameroon, excluding all family benefits, as denominator.

The gross income for tax purposes paid by the French Government and the compulsory deductible payments to be made by the personnel in question under Cameroonian legislation shall be reported to the Cameroonian authorities in accordance with arrangements to be agreed upon jointly.

French technical assistance personnel shall be authorized to maintain, solely for their personal use for the period of their assignments, one motor vehicle per household under the temporary import system.

They shall have the right to import their personal effects and articles, and any instruments, works and documentation necessary for their work, free of duty into the United Republic of Cameroon. The same exemption shall be granted on their final departure from the United Republic of Cameroon.

*Article 18.* In accordance with article 4 above, the statement of requirements for French teaching personnel shall be transmitted to the Government of the French Republic before 1 February each year, with a view to their being made available in good time.

*Article 19.* The appointment of such personnel shall be announced, in the manner laid down in article 5 and without prejudice to the provisions of articles 8 and 14, by the authorities of the United Republic of Cameroon for two consecutive school or academic years.

*Article 20.* The weekly hours of work required of the teaching personnel made available by the Government of the French Republic to the Government of the United Republic of Cameroon shall be those laid down by Cameroonian regulations for personnel of the equivalent category.

*Article 21.* Teaching personnel made available to the United Republic of Cameroon shall be granted the school or academic holidays established by the relevant Cameroonian regulations. The total leave allowance may not, however, be less than 75 days, but may be reduced to 60 days in the case of personnel performing administrative functions.

*Article 22.* Arrangements for the implementation of this Agreement shall be reviewed, as necessary, by a Joint Commission in which both Parties have equal representation.

*Article 23.* This Agreement shall enter into force on the first day of the second month following the exchange of the instruments confirming the completion of the constitutional procedures required in each of the two States. This exchange shall take place as soon as possible at Paris.

The provisions of article 17 shall, however, take effect with respect to income received, on 1 July 1974.

*Article 24.* This Agreement shall remain in force until the expiry of one year from the day on which one of the Contracting Parties shall have given notice through the diplomatic channel of its decision to terminate the effects of the Agreement.

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]

V. EFON