

No. 13476

**FEDERAL REPUBLIC OF GERMANY
and
NIGERIA**

**Agreement concerning financial assistance. Signed at Lagos
on 14 December 1973**

Authentic texts: German and English.

Registered by the Federal Republic of Germany on 27 August 1974.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
NIGÉRIA**

**Accord d'aide financière. Signé à Lagos le 14 décembre
1973**

Textes authentiques : allemand et anglais.

Enregistré par la République fédérale d'Allemagne le 27 août 1974.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA CONCERNING FINANCIAL ASSISTANCE

The Government of the Federal Republic of Germany and the Government of the Federal Republic of Nigeria,

In the spirit of the friendly relations existing between the Federal Republic of Germany and the Federal Republic of Nigeria,

Desiring to strengthen and intensify these friendly relations by fruitful co-operation in the field of development assistance,

Aware that the maintenance of these relations constitutes the basis of the present Agreement,

Intending to promote the development of the Nigerian economy,

Have agreed as follows:

Article 1. The Government of the Federal Republic of Germany shall enable the Government of the Federal Republic of Nigeria to raise with the Kreditanstalt für Wiederaufbau (Development Loan Corporation), Frankfurt/Main, a loan up to a total of thirty-two million German Marks for the construction of Stage III of the Eko Bridge in Lagos.

Article 2. The utilization of this loan as well as the terms and conditions (including the question of financing foreign exchange costs) on which it is granted shall be governed by the provisions of the agreements to be concluded between the Federal Republic of Nigeria as the borrower and the Kreditanstalt für Wiederaufbau, which agreements shall be subject to the legislation applicable in the Federal Republic of Germany.

Article 3. The Government of the Federal Republic of Nigeria shall exempt the Kreditanstalt für Wiederaufbau from all taxes and other public charges levied in Nigeria at the time of the conclusion or execution of the loan agreement referred to in article 2.

Article 4. The Government of the Federal Republic of Nigeria shall, subject to reasonable and fair terms, allow passengers and suppliers free choice of means of transport for such transportation by sea or air of persons and goods as results from the granting of the loan, abstain from taking any measures that would exclude or impair fair and equal participation of Nigerian and German transport enterprises and shall when necessary grant any permits required for the participation of German transport enterprises.

Article 5. The placing of orders for supplies and services in respect of the project financed from the loan shall be subject to the provisions of the loan agreement to be concluded with the Kreditanstalt für Wiederaufbau.

Article 6. With regard to the supplies resulting from the granting of the loan, the Government of the Federal Republic of Germany attaches particular

¹ Came into force on 14 December 1973 by signature, in accordance with article 8.

importance to preference being given to products of industries of *Land Berlin*, all things being equal.

Article 7. With the exception of those provisions of article 4 which refer to air transport, this Agreement shall also apply to *Land Berlin*, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Federal Republic of Nigeria within three months after the entry into force of the present Agreement.

Article 8. The present Agreement shall enter into force on the date of signature thereof.

DONE at Lagos on [the] 14th day of December 1973, in four originals, two each in the English and German languages, all four texts being equally authentic.

For the Government
of the Federal Republic
of Germany:

[Signed — Signé]¹

For the Government
of the Federal Republic
of Nigeria:

[Signed — Signé]²

¹ Signed by E. F. Jung — Signé par E. F. Jung.

² Signed by Shehu Alhaji Shagari — Signé par Shehu Alhaji Shagari.