

No. 20240

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**FEDERAL REPUBLIC OF GERMANY**  
**and**  
**SYRIAN ARAB REPUBLIC**

**Agreement concerning financial co-operation—*Foreign exchange costs of products and services (with annex).***  
**Signed at Bonn on 4 May 1979**

*Authentic texts: German, Arabic and English.*

*Registered by the Federal Republic of Germany on 31 July 1981.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**  
**et**  
**RÉPUBLIQUE ARABE SYRIENNE**

**Accord de coopération financière — *Frais en devises afférents à la fourniture de marchandises et de services (avec annexe).*** Signé à Bonn le 4 mai 1979

*Textes authentiques : allemand, arabe et anglais.*

*Enregistré par la République fédérale d'Allemagne le 31 juillet 1981.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERAL  
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE  
SYRIAN ARAB REPUBLIC CONCERNING FINANCIAL CO-  
OPERATION

The Government of the Federal Republic of Germany and the Government of the Syrian Arab Republic,

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

Desiring to strengthen and intensify those friendly relations through fruitful co-operation in the field of economic co-operation,

Aware that the maintenance of those relations constitutes the basis of this Agreement,

Intending to contribute to economic and social development in the Syrian Arab Republic,

Have agreed as follows:

*Article 1.* The Government of the Federal Republic of Germany shall enable the Government of the Syrian Arab Republic or another borrower to be determined jointly by the two Governments to raise with the Kreditanstalt für Wiederaufbau (Development Loan Corporation), Frankfurt/Main, a loan of up to DM 35 million (thirty-five million deutsche mark) to meet foreign exchange costs resulting from the purchase of goods and services to cover current civilian requirements, and to meet foreign exchange and local currency costs of transport, insurance and assembly arising in connection with the importation of goods financed under the present Agreement.

These supplies and services must be such as are covered by the list annexed to the present Agreement and for which supply or service contracts have been concluded after 1 June 1979.

*Article 2.* (1) The utilization of the loan as well as the terms and conditions on which it is granted shall be governed by the provisions of the agreements to be concluded between the borrower and the Kreditanstalt für Wiederaufbau, which shall be subject to the laws and regulations applicable in the Federal Republic of Germany.

(2) The Government of the Syrian Arab Republic, to the extent that it is not itself the borrower, shall guarantee to the Kreditanstalt für Wiederaufbau all payments in deutsche mark to be made in fulfilment of the borrower's liabilities under the agreements to be concluded pursuant to paragraph 1 above.

*Article 3.* The Government of the Syrian Arab Republic shall exempt the Kreditanstalt für Wiederaufbau from all taxes and other public charges levied in the Syrian Arab Republic in connection with the conclusion and implementation of the agreements to be concluded pursuant to Article 2 of the present Agreement.

<sup>1</sup> Came into force on 12 August 1979, the date on which the Government of the Syrian Arab Republic informed the Government of the Federal Republic of Germany that its constitutional requirements had been fulfilled, in accordance with article 7.

*Article 4.* The Government of the Syrian Arab Republic shall allow passengers and suppliers free choice of transport enterprises for such transportation by land, sea or air of persons and goods as results from the granting of the loan, abstain from taking any measures that might exclude or impair the participation on equal terms of transport enterprises having their place of business in the German area of application of this Agreement, and grant in accordance with the applicable laws and regulations in the Syrian Arab Republic and without discrimination the necessary permits for the participation of such enterprises.

*Article 5.* With regard to supplies and services resulting from the granting of the loan, the Government of the Federal Republic of Germany attaches particular importance to preferential use being made of the economic potential of Land Berlin.

*Article 6.* 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 Syrian Arab Republic within three months of the date of entry into force of this Agreement.

*Article 7.* This Agreement shall enter into force definitively as soon as the Government of the Syrian Arab Republic informs the Government of the Federal Republic of Germany that the constitutional requirements of the Syrian Arab Republic for the entry into force of this Agreement have been fulfilled.

DONE at Bonn on May 4th, 1979 in duplicate in the German, Arabic and English languages, all three texts being authentic. In case of divergent interpretations of the German and Arabic texts, the English text shall prevail.

For the Government  
of the Federal Republic of Germany:

[Signed — Signé]<sup>1</sup>

For the Government  
of the Syrian Arab Republic:

[Signed — Signé]<sup>2</sup>

ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERAL  
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE SYRIAN ARAB  
REPUBLIC

1. List of goods and services eligible for financing from the loan under Article 1 of the Agreement of May 4th, 1979

- (a) Agricultural equipment,
- (b) Laboratory equipment for the University of Latakia,
- (c) Importation and distribution of dairy cattle.

2. Imports not included in the above list may only be financed with the prior approval of the Government of the Federal Republic of Germany.

3. The importation of luxury and consumer goods for personal needs as well as any goods and facilities serving military purposes may not be financed from the loan.

<sup>1</sup> Signed by Genscher — Signé par Genscher.

<sup>2</sup> Signed by Atassi — Signé par Atassi.