

No. 22648

**FEDERAL REPUBLIC OF GERMANY
and
UNITED REPUBLIC OF CAMEROON**

**Agreement concerning financial co-operation. Signed at
Yaoundé on 6 December 1982**

Authentic texts: German and French.

Registered by the Federal Republic of Germany on 29 December 1983.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
RÉPUBLIQUE-UNIE DU CAMEROUN**

**Accord de coopération financière. Signé à Yaoundé le 6 dé-
cembre 1982**

Textes authentiques : allemand et français.

Enregistré par la République fédérale d'Allemagne le 29 décembre 1983.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
UNITED REPUBLIC OF CAMEROON CONCERNING FINAN-
CIAL CO-OPERATION

The Government of the Federal Republic of Germany and the Government of the United Republic of Cameroon,

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

Desiring to strengthen and enhance these friendly relations through financial co-operation as partners,

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

Intending to contribute to social and economic development in the United Republic of Cameroon,

Have agreed as follows:

Article 1. (1) The Government of the Federal Republic of Germany shall enable the Government of the United Republic of Cameroon or other borrowers to be designated jointly by the two Governments to obtain from the Kreditanstalt für Wiederaufbau, Frankfurt am Main, for the projects determined in the Germano-Cameroonian intergovernmental negotiations held from 24 to 26 May 1982, namely:

— “Trans-Cameroonian railway (fourth phase)”,

— “Water Supply II”,

— “Yaoundé/Douala sanitation”,

provided that, after examination, the projects qualify for promotion, loans of up to a total of DM 60,000,000 (sixty million Deutsche Mark).

(2) This Agreement shall also apply if, at a later date, the Government of the Federal Republic of Germany enables the Government of the United Republic of Cameroon to obtain from the Kreditanstalt für Wiederaufbau, Frankfurt am Main, further loans on financial contributions for preparing the aforementioned projects or other financial contributions for collateral measures required for the implementation and maintenance of the said projects.

(3) The projects referred to in paragraph 1 may be replaced by other projects if the Government of the Federal Republic of Germany and the Government of the United Republic of Cameroon so agree. Financial contributions granted for preparatory and collateral measures pursuant to paragraph 2 shall be converted into loans if they are not utilized for such measures.

Article 2. (1) Utilization of the amount specified in article 1 as well as the terms and conditions on which it is granted shall be governed by the contracts to be concluded between the Kreditanstalt für Wiederaufbau and the recipients of the

¹ Came into force on 6 December 1982 by signature, in accordance with article 8.

loans; these contracts shall be subject to the laws and regulations applicable in the Federal Republic of Germany.

(2) The Government of the United Republic of Cameroon, in so far as it is not itself the borrower, shall stand surety *vis-à-vis* the Kreditanstalt für Wiederaufbau for all Deutsche Mark payments to be made in discharge of the borrowers' obligations under the contracts to be concluded pursuant to paragraph 1.

Article 3. The Government of the United Republic of Cameroon shall exempt the Kreditanstalt für Wiederaufbau from all taxes and other fiscal charges levied in the United Republic of Cameroon in connection with the conclusion and execution of the contracts referred to in article 2.

Article 4. The Government of the United Republic of Cameroon shall allow passengers and suppliers free choice of transport enterprises for such transport by sea and air of passengers and goods as results from the granting of the loans, refrain from taking any measures that might exclude or impede the participation, on an equal footing, of transport enterprises having their principal place of business in the German area of application of this Agreement, and grant any necessary permits for the participation of such enterprises.

Article 5. Supplies and services for projects financed from the loans shall, unless provided for in individual cases, be subject to international public tender.

Article 6. With regard to supplies and services resulting from the granting of the contributions, the Government of the Federal Republic of Germany attaches particular importance to preference being given to the economic potential of *Land Berlin*.

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

Article 8. This Agreement shall enter into force on the date of its signature.

DONE at Yaoundé on 6 December 1982, in two originals, in the German and French languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:
M. ENGELHARD

For the Government of the United Republic of Cameroon:
BELLO BOUBA MAIGARI