

No. 22649

**FEDERAL REPUBLIC OF GERMANY
and
MAURITANIA**

**Agreement concerning financial co-operation (with annex).
Signed at Bonn on 8 December 1982**

Authentic texts: German and French.

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

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
MAURITANIE**

**Accord de coopération financière (avec annexe). Signé à
Bonn le 8 décembre 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
ISLAMIC REPUBLIC OF MAURITANIA CONCERNING FINAN-
CIAL CO-OPERATION

The Government of the Federal Republic of Germany and the Government of the Islamic Republic of Mauritania,

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

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

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

Intending to contribute to the social and economic development in the Islamic Republic of Mauritania,

Have agreed as follows:

Article 1. (1) The Government of the Federal Republic of Germany shall enable the Government of the Islamic Republic of Mauritania to obtain from the Kreditanstalt für Wiederaufbau, Frankfurt am Main,

(a) For the Boghé I irrigation programme, provided that, after examination, the programme qualifies for promotion, a financial contribution of up to a total of DM 27,000,000 (twenty-seven million Deutsche Mark);

(b) For financing the foreign-exchange costs of the goods and services provided to cover current civil requirements, as well as the foreign-exchange and national-currency transport, insurance and assembly costs incurred in connection with the importation financed under this Agreement, a loan of up to DM 3,000,000 (three million Deutsche Mark). Such supplies and services shall be from among those specified in the list annexed to this Agreement, for which the relevant delivery contracts have been concluded after 31 December 1982.

(2) The programme referred to in paragraph 1, subparagraph (a), may be replaced by other projects if the Government of the Federal Republic of Germany and the Government of the Islamic Republic of Mauritania so agree.

(3) When utilizing the amount referred to in paragraph 1, subparagraph (b), due consideration shall be given to requirements in terms of replacement parts and accessories for the projects carried out in the context of Germano-Mauritanian financial co-operation.

Article 2. Utilization of the amounts referred to in article 1, as well as the terms and conditions on which they are granted, shall be governed by the contracts to be concluded between the Kreditanstalt für Wiederaufbau and the recipient, which shall be subject to the laws and regulations applicable in the Federal Republic of Germany.

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

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

Article 4. The Government of the Islamic Republic of Mauritania shall allow passengers and suppliers free choice of transport enterprises for such transport by sea and air of persons and goods as results from the granting of the contribution and the loan, refrain from taking any measures that might exclude or impede the participation 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 contribution referred to in article 1, paragraph 1, subparagraph (a), shall, unless otherwise 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 contribution and the loan, 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 also apply 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 Islamic Republic of Mauritania within three months after 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 Bonn on 8 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:

B. VON STADEN

For the Government of the Islamic Republic of Mauritania:

BABALY

ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE ISLAMIC
REPUBLIC OF MAURITANIA CONCERNING FINANCIAL CO-OPERATION

(1) List of goods and services which, under article 1, paragraph 1, subparagraph (b), of the Intergovernmental Agreement of 12 March 1981, may be financed from the loan:

- (a) Industrial raw materials and auxiliary materials and semi-finished products,
- (b) Industrial equipment, agricultural machinery and tools,
- (c) Spare parts and accessories of all kinds,

- (d) Products of the chemical industry, including fertilizers, plant health products and insecticides, pharmaceutical products,
 - (e) Other industrial products of importance for the development of Mauritania.
 - (2) Imported goods not included in this list may be financed only with the prior consent of the Government of the Federal Republic of Germany.
 - (3) Imports of luxury and consumer goods for private use and goods and installations for military equipment purposes shall not be financed from the contribution.
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