

No. 22442

**FEDERAL REPUBLIC OF GERMANY
and
JAMAICA**

**Agreement concerning financial co-operation (with annex).
Signed at Kingston on 13 April 1982**

Authentic texts: German and English.

Registered by the Federal Republic of Germany on 11 November 1983.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
JAMAÏQUE**

**Accord de coopération financière (avec annexe). Signé à
Kingston le 13 avril 1982**

Textes authentiques : allemand et anglais.

Enregistré par la République fédérale d'Allemagne le 11 novembre 1983.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAMAICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING FINANCIAL CO-OPERATION

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

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

Desiring to strengthen and intensify those friendly relations through financial co-operation in a spirit of partnership,

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

Intending to contribute to social and economic development in Jamaica,

Have agreed as follows:

Article 1. (1) The Government of the Federal Republic of Germany shall enable the Government of Jamaica or other recipients to be determined jointly by the two Governments to obtain from the Kreditanstalt für Wiederaufbau (Development Loan Corporation), Frankfurt/Main, loans up to a total of DM 41,400,000 (forty-one million four hundred thousand deutsche mark) to finance small hydroelectric power plants under the Jamaican energy programme if, after examination, the individual projects have been found eligible for promotion.

The above-mentioned total amount of up to DM 41,400,000 shall be broken down as follows:

- (a) The balance remaining from the amount of DM 6,400,000 (six million four hundred thousand deutsche mark) originally provided for the financing of fishing vessels under the Agreement of 14 December 1979,² less payments already made and payments yet to be made on the basis of commitments having been entered into;
- (b) DM 10,000,000 (ten million deutsche mark) hitherto intended for the financing of a production plant for structural elements (particle board factory);
- (c) DM 4,000,000 (four million deutsche mark) intended for attendant measures for the project "fishing vessels" (training of operating and maintenance personnel for the fishing vessels);
- (d) DM 6,000,000 (six million deutsche mark) intended in 1981 for the financing of small hydroelectric power plants;
- (e) DM 15,000,000 (fifteen million deutsche mark) as the German contribution for 1982 to financing projects under the Jamaican energy programme.

Of the total amount of DM 41,400,000, the Government of the Federal Republic of Germany is ready, after examination, to provide the necessary funds for the

¹ Came into force on 13 April 1982 by signature, in accordance with article 8.

² United Nations, *Treaty Series*, vol. 1245, p. 131.

implementation and support of the projects as non-repayable financial contribution.

(2) In addition, the Government of the Federal Republic of Germany shall enable the Government of Jamaica to obtain from the Kreditanstalt für Wiederaufbau, Frankfurt/Main, loans up to a total of DM 10,000,000 (ten 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 this Agreement. The supplies and services must be such as are covered by the list annexed to this Agreement and for which supply or service contracts have been concluded after the entry into force of this Agreement.

(3) This Agreement shall also apply if, at a later date, the Government of the Federal Republic of Germany enables the Government of Jamaica to obtain from the Kreditanstalt für Wiederaufbau, Frankfurt/Main, loans or financial contributions for preparatory activities or further financial contributions for attendant measures required for the implementation and support of the small hydroelectric power plants that are to be financed.

(4) The projects referred to in paragraph 1 above may be replaced by other projects if the Government of Jamaica and the Government of the Federal Republic of Germany so agree.

Financial contributions for preparatory and attendant measures pursuant to paragraphs 1 and 3 above shall be converted into loans in the event that they are not used for such measures.

Article 2. (1) The utilization of the amounts referred to in Article 1 of this Agreement as well as the terms and conditions on which they are made available shall be governed by the provisions of the agreements to be concluded between the recipient of the loans and financial contributions 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 Jamaica, insofar as it is not itself the borrower or recipient of the financial contributions, shall guarantee to the Kreditanstalt für Wiederaufbau all payments in deutsche mark to be made in fulfilment of the borrowers' liabilities under the agreements to be concluded pursuant to paragraph 1 above or any repayment claims which may arise under the financing agreements to be concluded pursuant to paragraph 1 above.

Article 3. The Government of Jamaica shall exempt the Kreditanstalt für Wiederaufbau from all taxes and other public charges levied in Jamaica in connection with the conclusion and implementation of the agreements referred to in Article 2 of the present Agreement.

Article 4. The Government of Jamaica shall allow passengers and suppliers free choice of transport enterprises for such transportation by sea, land or air of persons and goods as results from the granting of the loans and the financial contributions, abstain from taking any measures that might exclude or impair the participation of transport enterprises having their 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. The procedure to be followed in awarding the contracts for the supplies and services for the projects pursuant to Article 1 (1) of this Agreement which are to be financed from the loans and the financial contributions shall be determined in the agreements to be concluded between the recipient and the Kreditanstalt für Wiederaufbau pursuant to Article 2 of this Agreement.

Article 6. With regard to supplies and services resulting from the granting of the loans and the financial contributions, the Government of the Federal Republic of Germany attaches particular importance to preferential use being made of 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 contrary declaration to the Government of Jamaica within three months of the date of entry into force of this Agreement.

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

DONE at Kingston on 13 April 1982 in duplicate in the English and German languages, both texts being equally authentic.

For the Government
of Jamaica:

[Signed — Signé]¹

For the Government
of the Federal Republic of Germany:

[Signed — Signé]²

[Signed — Signé]³

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

1. List of goods and services eligible for financing from the loans under Article 1 (2) of the Agreement of 13 April 1982:

- (a) Industrial raw and auxiliary materials as well as semi-manufactures;
- (b) Industrial equipment as well as agricultural machinery and implements;
- (c) Spare parts and accessories of all kinds;
- (d) Chemical products, in particular fertilizers, plant protection agents, pesticides, medicaments;
- (e) Advisory services, patents and licence fees.

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 loans.

¹ Signed by Edward Seaga — Signé par Edward Seaga.

² Signed by Dr. Karl Leuteritz — Signé par Karl Leuteritz.

³ Signed by Rainer Offergeld — Signé par Rainer Offergeld.