

No. 22961

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**FEDERAL REPUBLIC OF GERMANY  
and  
ZAIRE**

**Agreement concerning financial co-operation. Signed at  
Kinshasa on 5 February 1983**

*Authentic texts: German and French.*

*Registered by the Federal Republic of Germany on 20 June 1984.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
ZAÏRE**

**Accord de coopération financière. Signé à Kinshasa le  
5 février 1983**

*Textes authentiques : allemand et français.*

*Enregistré par la République fédérale d'Allemagne le 20 juin 1984.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERAL  
REPUBLIC OF GERMANY AND THE EXECUTIVE COUNCIL  
OF THE REPUBLIC OF ZAIRE CONCERNING FINANCIAL  
CO-OPERATION

The Government of the Federal Republic of Germany and the Executive Council of the Republic of Zaire,

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

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 Republic of Zaire,

Have agreed as follows:

*Article 1.* (1) The Government of the Federal Republic of Germany shall enable the Executive Council of the Republic of Zaire to obtain from the Kreditanstalt für Wiederaufbau (Development Loan Corporation), Frankfurt am Main, in order to guarantee total financing for the examined “Mbuji-Mayi bridge” and “Lubutu-Biruwe-Osokari highway” projects, as jointly agreed at the 9th meeting of the German-Zairian Joint High Commission, loans of up to a total of DM 12,300,000 (twelve million three hundred thousand deutsche mark), which are to be apportioned as follows:

- For the “Mbuji-Mayi bridge” project, up to DM 2,300,000 (two million three hundred thousand deutsche mark), and
- For the “Lubutu-Biruwe-Osokari highway” project, up to DM 10,000,000 (ten million deutsche mark).

(2) This Agreement shall also apply if, at a later date, the Government of the Federal Republic of Germany enables the Executive Council of the Republic of Zaire to obtain from the Kreditanstalt für Wiederaufbau, Frankfurt am Main, further loans or financial contributions for preparing the projects referred to in paragraph 1 or other financial contributions for collateral measures required for the implementation and maintenance of the said projects.

*Article 2.* (1) Utilization of these loans as well as the terms and conditions on which they are granted shall be governed by the contracts to be concluded between the recipients of the loans and the Kreditanstalt für Wiederaufbau; these contracts shall be subject to the laws and regulations applicable in the Federal Republic of Germany.

<sup>1</sup> Came into force retroactively on 5 February 1983, the date of signature, after the Government of Zaire had informed the Government of the Federal Republic of Germany (on 29 April 1983) of the completion of the required internal formalities, in accordance with article 8.

(2) The Executive Council of the Republic of Zaire, in so far as it is not itself a 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 Executive Council of the Republic of Zaire shall exempt the Kreditanstalt für Wiederaufbau from all taxes and other fiscal charges levied in the Republic of Zaire in connection with the conclusion and execution of the contracts referred to in article 2 of this Agreement.

*Article 4.* The Executive Council of the Republic of Zaire shall allow passengers and suppliers free choice of transport enterprises for such transport by sea, land 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 loans, 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 Executive Council of the Republic of Zaire within the three months following the date of entry into force of this Agreement.

*Article 8.* This Agreement shall enter into force with retroactive effect from the date of its signature, once the Executive Council of the Republic of Zaire has informed the Government of the Federal Republic of Germany that the necessary domestic formalities for the entry into force of the Agreement have been fulfilled on the part of the Republic of Zaire.

DONE at Kinshasa on 5 February 1983, in two originals, in the German and French languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

[Signed]

WALTER KÖNIG

Ambassador of the Federal Republic of Germany

For the Executive Council of the Republic of Zaire:

[Signed]

LENGEMA DULIA YUBASA MAKANGA

Secretary of State in the Ministry of Foreign Affairs  
and International Co-operation