

No. 29886

**FEDERAL REPUBLIC OF GERMANY
and
TUNISIA**

Agreement concerning financial cooperation—*Loan for various projects*. Signed at Gymnich on 17 July 1990

Authentic texts: German and French.

Registered by Germany on 2 April 1993.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
TUNISIE**

**Accord de coopération financière — *Prêt pour divers projets*.
Signé à Gymnich le 17 juillet 1990**

Textes authentiques : allemand et français.

Enregistré par l'Allemagne le 2 avril 1993.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF TUNISIA
CONCERNING FINANCIAL COOPERATION

The Government of the Federal Republic of Germany and

The Government of the Republic of Tunisia,

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

Desiring to strengthen and enhance these friendly relations through financial cooperation 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 Tunisia,

Referring to the German-Tunisian intergovernmental negotiations which took place from 6 to 8 March 1990 in Tunis,

Have agreed as follows:

Article 1

1. The Government of the Federal Republic of Germany shall enable the Government of the Republic of Tunisia to obtain from the Kreditanstalt für Wiederaufbau (Development Loan Corporation), Frankfurt am Main:

(a) For the project “Tunis municipal light railway system”, a loan of up to DM 20,000,000 (twenty million deutsche mark), provided that, on examination, the project qualifies for promotion;

(b) For the project “sanitation for towns in the River Medjerda catchment area (II)”, a financial contribution of up to DM 15,000,000 (fifteen million deutsche mark), provided that, on examination, the project qualifies for promotion and it is confirmed that, as an environmental protection project, it fulfils the special conditions justifying its promotion by means of a financial contribution.

2. *Reprogramming*

(a) An amount of DM 1,900,000 (one million nine hundred thousand deutsche mark) from the project “Rural drinking water supply in central and southern Tunisia/SONEDE” (Agreement of 5 December 1978 between the Government of the Federal Republic of Germany and the Government of the Republic of Tunisia concerning financial cooperation) shall be used for the project “Tunis municipal light railway system”.

¹ Came into force retroactively on 17 July 1990, the date of signature, after the Government of the Republic of Tunisia had notified the Government of the Federal Republic of Germany (on 19 April 1991) of the completion of the required procedures, in accordance with article 7.

(b) An amount of DM 3,400,000 (three million four hundred thousand deutsche mark) from the “Bou Heurtma irrigation project” (Agreement of 11 June 1976 between the Government of the Federal Republic of Germany and the Government of the Republic of Tunisia concerning financial cooperation),¹ and

— An amount of DM 7,600,000 (seven million six hundred thousand deutsche mark) from the “Bou Heurtma project, Phase II” (Agreement of 5 December 1978 concerning financial cooperation between the Government of the Federal Republic of Germany and the Government of the Republic of Tunisia),² and

— An amount of DM 3,000,000 (three million deutsche mark) from the project “Development of the Mahdia region” (Agreements of 13 December 1980³ and 3 March 1982 concerning financial cooperation between the Government of the Federal Republic of Germany and the Government of the Republic of Tunisia)

shall be used for the project “Drinking water supply for scattered rural settlements II: central and northern Tunisia” as follows: DM 13,400,000 (thirteen million four hundred thousand deutsche mark) as a loan and DM 600,000 (six hundred thousand deutsche mark) as a collateral measure (financial contribution).

3. If the confirmation referred to in subparagraph (b) of paragraph 1 above cannot be given for the project mentioned therein, the Government of the Federal Republic of Germany shall enable the Government of the Republic of Tunisia to obtain from the Kreditanstalt für Wiederaufbau for that project a loan of up to the amount of the envisaged financial contribution.

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

5. A financial contribution can be granted if the project referred to in subparagraph (b) of paragraph 1 above is replaced by an environmental protection or social infrastructure project or by a self-help measure designed to combat poverty and if this project fulfils the special conditions justifying its promotion by means of a financial contribution; otherwise, a loan can be granted.

6. The financial contribution granted for the collateral measure pursuant to subparagraph (b) of paragraph 2 above shall be converted to a loan if it is not used for that measure.

This Agreement shall also apply if, at a later date, the Government of the Federal Republic of Germany enables the Government of the Republic of Tunisia to obtain from the Kreditanstalt für Wiederaufbau, Frankfurt am Main, further loans or financial contributions.

Article 2

1. Utilization of the amounts referred to in article 1 of this Agreement, as well as the terms and conditions on which they are granted and the procedure for placing orders, shall be governed by the contracts to be concluded between the Kreditanstalt für Wiederaufbau and the recipient of the loan and the financial contribution; these contracts shall be subject to the laws and regulations applicable in the Federal Republic of Germany.

¹ United Nations, *Treaty Series*, vol. 1074, p. 47.

² *Ibid.*, vol. 1167, p. 101.

³ *Ibid.*, vol. 1305, p. 3.

2. The Government of the Republic of Tunisia, 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 above.

Article 3

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

Article 4

The Government of the Republic of Tunisia 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 loan and the financial contribution, 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

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

Article 6

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 Republic of Tunisia within the three months following the entry into force of the Agreement.

Article 7

This Agreement shall enter into force with retroactive effect on the date of its signature, upon notification by the Government of the Republic of Tunisia to the Government of the Federal Republic of Germany that the necessary internal formalities for the entry into force of this Agreement have been completed by the Republic of Tunisia.

DONE at Gymnich on 17 July 1990, in duplicate in the German and French languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

LAUTENSCHLAGER

JÜRGEN WARNKE

For the Government of the Republic of Tunisia:

J. KHELIL