

No. 8933

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
CAMEROON**

Exchange of notes (with annexes) constituting an agreement concerning an interest-free loan towards the cost of modernising the Cameroon Telecommunication System (United Kingdom/Cameroon Loan, 1967). Yaoundé, 16 June 1967

Official text: English.

Registered by the United Kingdom of Great Britain and Northern Ireland on 22 January 1968.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
CAMEROUN**

Échange de notes (avec annexes) constituant un accord relatif à l'octroi d'un prêt sans intérêts pour le financement de la modernisation du système de télécommunications du Cameroun (Prêt Royaume-Uni/Cameroun de 1967). Yaoundé, 16 juin 1967

Texte officiel anglais.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 22 janvier 1968.

No. 8933. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF CAMEROON CONCERNING AN INTEREST-FREE LOAN TOWARDS THE COST OF MODERNISING THE CAMEROON TELECOMMUNICATION SYSTEM (UNITED KINGDOM/CAMEROON LOAN, 1967). YAOUNDE, 16 JUNE 1967

I

Her Majesty's Ambassador at Yaoundé to the Minister of Finance of Cameroon

BRITISH EMBASSY

(10411/67)

Yaoundé, 16 June, 1967

Your Excellency,

I have the honour to refer to the recent discussions concerning development aid from the Government of the United Kingdom of Great Britain and Northern Ireland to the Government of the Federal Republic of Cameroon and to inform Your Excellency that the Government of the United Kingdom are prepared to conclude an Agreement with the Cameroon Government in the following terms :

(1) The Government of the United Kingdom, acting by the Ministry of Overseas Development (hereinafter referred to as "the Ministry"), shall provide finance to the Government of Cameroon by way of an interest-free loan amounting to £350,000 (three hundred and fifty thousand pounds sterling) towards the cost of the modernisation of the Cameroon telecommunications system.

(2) The Government of the United Kingdom shall adopt the procedure described in the following paragraphs of this Note in so far as it relates to things to be done by or on behalf of that Government. The Government of Cameroon shall adopt the procedure so described in so far as it relates to things to be done by or on behalf of that Government.

(3) The Government of Cameroon shall, by a request in the form set out in Annex A to this Note, open a special account (hereinafter referred to as "the Account") with the Crown Agents for Oversea Governments and Administrations, 4 Millbank, London, S.W.1 (hereinafter referred to as "the Crown Agents"). The Account shall be operated in accordance with the instructions contained in the said request.

¹ Came into force on 16 June 1967 by the exchange of the said notes.

(4) Unless and to the extent only that the Ministry otherwise agree in writing, the Account will be used only :

(a) for payments to a Contractor due under a contract for the modernisation of the Cameroon telecommunications system which :

(i) provides for payment in sterling to persons carrying on business in the United Kingdom, the Channel Islands or the Isle of Man;

(ii) is a contract entered into after the date of this Note and before the 31st March, 1968; and

(iii) is such a contract for the purchase of goods wholly produced or manufactured in the United Kingdom, the Channel Islands or the Isle of Man, or for work to be done or services to be rendered by persons ordinarily resident or carrying on business in the United Kingdom, the Channel Islands or the Isle of Man, as the Government of Cameroon and the Ministry may from time to time approve, being a contract awarded by the Crown Agents on behalf of the Government of Cameroon;

(b) for payment of charges and commissions due to the Crown Agents in respect of their services in connection with this loan.

(5) The Crown Agents acting on behalf of the Government of Cameroon shall as soon as possible forward to the Ministry in the case of each contract in respect of which it wishes payments to be made from the Account :

(a) a copy of the contract, or of a notification in the form set out in Annex B to this Note; and

(b) two copies of a certificate from the contractor concerned in the form set out in Annex C to this Note.

The Crown Agents shall inform the Ministry if at any time a contract (being a contract in respect of which such documents have been forwarded and in respect of which approval has been given or is pending) is amended or if liability is incurred or is to be incurred thereunder to a greater or lesser amount than the amount specified in the contract certificate, and in either of these cases the Crown Agents shall as soon as possible forward to the Ministry the relevant supplementary or revised documents.

(6) After the Ministry has considered the documents forwarded, in respect of any contract, by the Crown Agents in pursuance of the procedure described in the foregoing provisions of this Note and any additional information which it may request from the Government of Cameroon (or the Crown Agents) for this purpose (and which that Government (or the Crown Agents) will then supply), the Ministry shall notify the Crown Agents in the form set out in Annex C (i) to this Note whether and to what extent it approves the contract for the purposes of the loan and agrees that payments may accordingly be made from the Account. To the extent that the Ministry so approves a contract it shall, on receipt of a request from the Crown Agents acting on behalf of the Government of Cameroon, in the form set out in Annex C (ii) to this Note, giving details

of contractual payments due and about to be made, make payments in sterling into the Account and each such payment shall constitute a drawing on the loan. The Ministry shall not make payments into the Account after the 31st March, 1969.

(7) Withdrawals from the Account shall be made only in respect of the payments referred to in sub-paragraph (4) above and in the manner and subject to the conditions hereafter set out in this sub-paragraph :

(a) Withdrawals shall be made in accordance with Payment Authorities in the form shown in Annex D hereto duly signed on behalf of the Government of Cameroon and forwarded to the Ministry for counter-signature and accompanied by :

(i) for payments under sub-paragraph 4 (a) above, a Payment Certificate from the Contractor in the form shown in Annex E hereto and the invoices (or photocopies or duplicates of such invoices) referred to therein;

(ii) for payments under sub-paragraph 4 (b) above, a copy of the invoices from the Crown Agents.

If the Ministry is satisfied on perusal of the invoices and Certificates that the payments listed on the Payments Authority are chargeable to the Account, the Ministry shall countersign the Payment Authority and forward it to the Crown Agents.

(b) The amount of payment in respect of any one contract shall not exceed the amount specified in relation to that contract in the notification in the form set out in Annex C (i).

(8) Before the first document is forwarded to the Ministry in accordance with sub-paragraph (5) above the Government of Cameroon shall furnish the Ministry with a copy of the Government's instructions to the Crown Agents given in accordance with sub-paragraph (3) above to open and operate the Account; and also notify the Ministry of the names of the officers who are duly authorised to sign the Payment Authorities on its behalf and furnish a specimen signature in duplicate of each such officer.

(9) If any monies that have been paid out of the Account are subsequently refunded either by the contractor or by a guarantor the Government of Cameroon shall pay into the Account a sum equal to the monies so refunded.

(10) The Crown Agents shall forward monthly to the Ministry a statement of receipts to and payments from the Account.

(11) The Government of Cameroon shall repay to the Ministry in pounds sterling the total sum borrowed as envisaged by this Note, such repayments to be made by instalments paid on the dates specified below and amounting to the sums respectively specified in relation to those dates, so, however, that if, on the date when any such instalment is due to be paid, there is then outstanding less than the amount specified in relation to that date only the amount then outstanding will be paid :

INSTALMENTS

<i>Date due</i>	<i>Amount £</i>
31st January, 1970	1,400
31st July, 1970	1,400
31st January, 1971	2,800
31st July, 1971	2,800
31st January, 1972	4,200
31st July, 1972	4,200
31st January, 1973	5,600
31st July, 1973	5,600
31st January, 1974	7,000
31st July, 1974	7,000
31st January, 1975, and on the 31st January in each of the succeeding 17 years	8,600
31st July, 1975, and on the 31st July in each of the suc- ceeding 16 years	8,600
31st July, 1992	7,000

(12) Notwithstanding the provisions of sub-paragraph (11) of this Note, the Government of Cameroon shall be free at any time to repay to the Ministry in pounds sterling the whole or any part of the loan that is still outstanding.

(13) Except as may be provided otherwise in this Note, the work of installing in Cameroon the goods supplied in accordance with the procedure described above shall be executed in conformity with the law of the Federal Republic of Cameroon.

2. If the foregoing proposals are acceptable to the Government of the Federal Republic of Cameroon, I have the honour to suggest that the present Note together with Your Excellency's reply in that sense shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply and it shall be known as the United Kingdom/Cameroon Loan, 1967.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

A. J. EDDEN

Her Majesty's Ambassador

for and on behalf of the Government of the United Kingdom