

CAMEROON



Treaty Series No. 83 (1967)

Exchange of Notes

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

Yaoundé, 16 June 1967

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
October 1967*

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EXCHANGE OF NOTES
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

No. 1

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

(10411/67)

British Embassy,

Your Excellency,

Yaoundé, 16 June, 1967.

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.
- (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>
	<i>£</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 succeeding 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.

ANNEX A

GOVERNMENT OF THE FEDERAL REPUBLIC OF
CAMEROON

To: The Crown Agents for Oversea
Governments and Administrations,
4, Millbank,
London, S.W.1.

United Kingdom/Cameroon Loan, 1967

Dear Sir,

I confirm your appointment as agents of the Government of Cameroon (hereinafter called "the Government") in connection with the purchase and payment for goods, works and/or services under the terms of the above loan to the value of £350,000 (three hundred and fifty thousand pounds sterling).

2. I have to request you on behalf of the Government to open a Special Account in the name of the Government to be styled.....
..... Account (hereinafter called "the Account").

3. Payments into the Account will be made from time to time by the Ministry of Overseas Development of Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland (hereinafter called "the Ministry") on receipt by the Ministry of requests in the form shown in Annex C (ii) to the United Kingdom/Cameroon Loan Agreement 1967 (a copy of which is attached hereto) and which you are hereby authorised to present on behalf of the Government. It is possible that, as a result of refunds becoming due from contractors, payments into the Account will also be made by the Government itself.

4. Payments from the Account are to be made only in respect of the amounts falling due under the contracts described in sub-paragraph (4) of the above-mentioned Agreement and in the manner and subject to the conditions described in sub-paragraph (7) of that Agreement.

5. You will supply the Ministry as soon as possible with a copy of any contract or notification of contract and of any amendment thereto as provided in sub-paragraph (5) of the said Agreement. You will also supply the Ministry with any additional information that it may require to enable it to satisfy itself that payments due under a contract may properly be debited to the Account.

6. You are to send to the Ministry at the end of each month a detailed statement showing all debits and credits to the Account during the month.

7. You are to send to the Ministry specimen signatures of the officers of the Crown Agents authorised to sign Payment Authorities on behalf of the Government.

8. Specimen signatures of the officers authorised to countersign Payment Authorities on behalf of the Ministry will be sent to you direct.

9. Your charges and commissions for acting as our agents in connection with this loan shall be chargeable to the Account.

10. A copy of this letter has been sent to the Ministry.

Yours faithfully,

ANNEX B

United Kingdom/Cameroon Loan, 1967

NOTIFICATION OF CONTRACT

To: The Ministry of Overseas Development,
Eland House,
Stag Place,
London, S.W.1.

Notification of Contract No.....

The following are details of a contract under which it is proposed that payments shall be made in accordance with the terms and conditions of the above Loan.

1. Name and Address of
United Kingdom Contractor:
2. Date of Contract:
3. Name of Purchaser:
4. Short description of goods:
and/or works or services:
5. Value of Contract: £
6. Terms of Payment:

Signed on behalf of the Government of
Cameroon

Date

ANNEX C

United Kingdom/Cameroon Loan 1967

CONTRACT CERTIFICATE

Particulars of Contract

1. Date of Contract _____ Contract Number (When appropriate)
Project/Import Licence No. _____

	<i>United Kingdom Origin</i>	<i>Non-United Kingdom Origin</i>
2. Description of goods, works and services to be supplied to the Purchaser.		

	<i>Sterling</i>	<i>Other Currency, if any</i>
3. Total [estimated] contract price payable by Purchaser.		

	<i>Amount</i>	<i>Description</i>
4. Estimated amounts, if any, to be paid to the Contractor in respect of goods or services of non-United Kingdom origin procured by the Contractor for the purposes of the Contract.		In respect of non-United Kingdom goods and services— (a) goods or materials (b) work to be done or services performed in Purchaser's country (c) know-how (d) plans, designs and technical documentation (e) other services

5. I hereby declare that I have the authority to sign this certificate on behalf of the Contractor named below. I hereby undertake that in performance of the Contract, no goods or services which are not of United Kingdom origin will be supplied by the Contractor other than those specified in paragraph 4 above.

Signed
Position held
For and on behalf of
Name and address of
Contractor
Date

Note : For the purposes of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

ANNEX C (i)

United Kingdom/Cameroon Loan, 1967

To: The Crown Agents for Oversea
Governments and Administrations,
4, Millbank,
London, S.W.1.

We are pleased to inform you that we agree

We regret to inform you that we cannot agree that payments can be made out of the Account in respect of the contract, particulars of which are set out in the copy certificate.

attached hereto

to the extent of £

Date

.....
Signed on behalf of the Ministry
of Overseas Development.

ANNEX C (ii)

United Kingdom/Cameroon Loan, 1967

REQUEST FOR DRAWING

The following payments are expected to fall due under contracts approved under the terms of the above-mentioned loan:

Name and address of Beneficiary	Contract No.	Date payment if due	Amount £

The amount available in the Special Account to meet the above payments is £ and a further payment into the Account of £ is hereby requested.

The sum of £ now requested shall on payment into the Account constitute a drawing on the loan.

Date

Signed on behalf of the Government of the Federal Republic of Cameroon.

To: The Ministry of Overseas Development,
Finance Department,
Eland House, Stag Place,
London, S.W.1.

ANNEX D

United Kingdom/Cameroon Loan, 1967

PAYMENT AUTHORITY

Crown Agents for Oversea
Governments and Administrations,
4, Millbank,
London, S.W.1.

Serial No.:

Dear Sir,

.....Account

I have to request authority to pay and debit direct to the above-mentioned Account the amounts listed below:

Name and address of Contractor	Contract No./Reference	Amount
		£ s. d.

Signed on behalf of the Crown Agents for Oversea Governments and Administrations acting on behalf of the Government of Cameroon.

Date

To: The Ministry of Overseas Development

Countersigned on behalf of the
Ministry of Overseas Development.

Date

ANNEX E

United Kingdom/Cameroon Loan, 1967

PAYMENT CERTIFICATE

I hereby certify that:

- (i) the payments referred to in the invoices listed below, which or copies of which accompany this payment certificate, fall due and are to be made in respect of Contract No..... dated..... between the contractor named below and.....[Purchaser]and are in accordance with the particulars of this contract notified in the contract certificate signed on behalf of the said contractor on.....

Contractor's Invoice No.	Date	Name and address of Contractor	Amount £	Short description of goods, works and/or services

- (ii) there are included in the above-mentioned invoices the following amounts in respect of the non-United Kingdom goods or services specified in paragraph 4 of the contract certificate:

- (a) £
- (b) £
- (c) £
- (d) £
- (e) £

- (iii) apart from the amounts specified in paragraph (ii) all the amounts specified in paragraph (i) are payable in respect of goods and services of United Kingdom origin.
- (iv) I have the authority to sign this certificate on behalf of the contractor named below.

Signed

Position held

For and on behalf of

Name and address of Contractor

Date

Note : For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

No. 2

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

Your Excellency,

*Ministère des Affaires Etrangères,
Yaoundé, le 16 juin 1967.*

With reference to your Note No. 10411 of 16th June 1967 regarding the recent discussions on development aid from the Government of the United Kingdom to the Government of the Federal Republic of Cameroon in which you inform me that the Government of the United Kingdom of Great Britain and Northern Ireland are prepared to conclude an agreement in the terms stated below with the Government of the Federal Republic of Cameroon, that is to say:

[As in No. 1]

I have the honour to confirm that these terms are acceptable to the Government of the Federal Republic of Cameroon and that the aforementioned Note and this reply shall constitute an Agrèement between the two Governments which shall enter into force on the date of this letter.

For the Government of the Federal Republic of Cameroon:

The Minister of Finances,

S. NKO'O.

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