

Loan Agreement No. CM-P5

LOAN AGREEMENT

For

Batchenga-Lena Road Project

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF CAMEROON

Dated March 28, 2015



## Table of Contents

### Article I      Loan

Section 1.    Amount and Purpose of Loan

Section 2.    Use of Proceeds of Loan

### Article II      Repayment, Interest and Front-End Fee

Section 1.    Repayment of Principal

Section 2.    Interest and Method of Payment thereof

Section 3.    Front-End Fee and Method of Payment thereof

### Article III     Particular Covenants

Section 1.    General Terms and Conditions

Section 2.    Procurement Procedure

Section 3.    Disbursement Procedure

Section 4.    Administration of Loan

Section 5.    Environmental and Social Considerations

Section 6.    Table of Contents and Headings

Section 7.    Notices and Requests

Schedule 1    Description of Project

Schedule 2    Allocation of Proceeds of Loan

Schedule 3    Amortization Schedule

Schedule 4    Procurement Procedure

Schedule 5    Commitment Procedure

Schedule 6    Reimbursement Procedure

Schedule 7    Transfer Procedure

Loan Agreement No. CM-P5, dated March 28, 2015, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF CAMEROON

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE REPUBLIC OF CAMEROON dated March 26, 2015, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Cameroon,

the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and THE GOVERNMENT OF THE REPUBLIC OF CAMEROON (hereinafter referred to as the "Borrower") herewith conclude the following Loan Agreement (hereinafter referred to as the "Loan Agreement", which includes all agreements supplemental hereto).

## Article I

### Loan

#### Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding SIX BILLION TWO HUNDRED SIXTY FOUR MILLION Japanese Yen (¥6,264,000,000) as the principal for the implementation of Batchenga-Lena Road Project described in Schedule 1 attached hereto (hereinafter referred to as the "Project") in the form of co-financing with Transport Sector Support Programme Phase 1: Development of the Batchenga - Ntui - Yoko - Lena Road extended by African Development Bank (hereinafter referred to as "AfDB") and African Development Fund (hereinafter referred to as "AfDF") on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the "Loan"); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the above-mentioned maximum amount of the Loan, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall cause the proceeds of the Loan to be used for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as the “Supplier(s)”) of the eligible source country(ies) described in Section 2. of Schedule 4 attached hereto (hereinafter referred to as the “Eligible Source Country(ies)”) in accordance with the allocation described in Schedule 2 attached hereto.
- (2) The final disbursement under the Loan Agreement shall be made within the period from the Effective Date of the Loan Agreement to the same day and month eight (8) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the “Disbursement Period”), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (3) Notwithstanding the stipulation in Section 2. (2) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.

Article II

Repayment, Interest and Front-End Fee

Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule as set forth in Schedule 3 attached hereto.

Section 2. Interest and Method of Payment thereof

The Borrower shall pay the interest to JICA semi-annually on March 20 and September 20 each year (hereinafter each referred to as the “Payment Date”)

in arrears at the rate of three-tenths percent (0.3%) per annum on the principal disbursed and outstanding for each Interest Period.

Section 3. Front-End Fee and Method of Payment thereof

The Borrower shall pay the Front-End Fee as stipulated in Section 3.05. of the General Terms and Conditions.

Article III

Particular Covenants

Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA's General Terms and Conditions for Japanese ODA Loans, dated November 2014 (hereinafter referred to as the "General Terms and Conditions"), with the following supplemental stipulations:

- (1) With regard to Section 3.08. (1) of the General Terms and Conditions, the Borrower shall have all repayment and/or prepayment of principal and payment of Refund, interest and Any Other Charges under the Loan Agreement credited to "JICA-Loan" account No. 0207787 with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Head Office, Japan.
- (2) The following (i) shall be added to Section 6.01. of the General Terms and Conditions:
  - (i) An event that AfDB shall, under the provisions of the loan agreement between AfDB and the Borrower for the Project, become itself entitled to suspend or terminate disbursement to the Borrower and/or to declare all the principal then outstanding, with the interest and the charges thereon, to be due and payable immediately.

## Section 2. Procurement Procedure

The guidelines for procurement mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in the Procurement Procedure attached hereto as Schedule 4.

## Section 3. Disbursement Procedure

- (1) The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be Commitment Procedure, Reimbursement Procedure and/or Transfer Procedure as stipulated in the Schedules attached hereto.
- (2) JICA may designate the AfDB as its agent and authorize it to act on behalf of JICA with respect to the disbursement procedure under the Loan Agreement. The AfDB on behalf of JICA may make inquiries to the Borrower or its agent should there be any question concerning the eligibility of any procurement.

## Section 4. Administration of Loan

- (1) The Borrower shall authorize Ministry of Public Works (hereinafter referred to as the "Executing Agency") as the executing agency.
- (2) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.
- (3) The Borrower shall cause the Executing Agency to furnish JICA, via AfDB, with progress reports for the Project on a quarterly basis (in March, June, September and December of each year) until the Project is completed, in a form to be agreed between AfDB and the Executing Agency.
- (4) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall cause the Executing Agency to furnish JICA, via AfDB, a project completion report (hereinafter referred to as the "PCR"), in a form to be agreed between AfDB and the Executing Agency .

## Section 5. Environmental and Social Considerations

- (1) The Borrower shall cause the Executing Agency to ensure that the resettlement action plans, which have been prepared, and which may be amended from time to time, in accordance with Appendix 1 of the JICA Guidelines for Environmental and Social Considerations (2010) (hereinafter referred to as the “Environmental Guidelines”), are fully implemented to the satisfaction of JICA.
- (2) In the event that the location or alignment are changed, or any unanticipated or unforeseen significant adverse impacts on people who must be resettled involuntarily and/or people whose means of livelihood are hindered or lost or threat thereof are identified during the implementation of the Project, the Borrower shall cause the Executing Agency to revise the resettlement action plans in accordance with Appendix 1 of the Environmental Guidelines and submit them to JICA for JICA’s review and concurrence. JICA’s review and concurrence on the resettlement action plans shall not be construed as release of the Borrower from its obligations to comply with the environmental and social considerations required under the Loan Agreement.

## Section 6. Table of Contents and Headings

Table of Contents and the headings of Articles or Sections herein are inserted for convenient reference only, are not part of the Loan Agreement, do not affect the construction thereof, and are not taken into consideration in interpreting the Loan Agreement.

## Section 7. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For JICA

Postal Address

JAPAN INTERNATIONAL COOPERATION AGENCY

Africa Department

Nibancho Center Building 5-25,

Niban-cho, Chiyoda-ku, Tokyo 102-8012

Attention: Director General

For the Borrower

Postal address:

Ministry of Economy, Planning and Regional Development

MINEPAT B.P 660 Yaounde Cameroon

Attention: Director General of Cooperation and Regional Integration

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.



IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at Yoko, Cameroon, as of the day and year first above written.

For

JAPAN INTERNATIONAL  
COOPERATION AGENCY

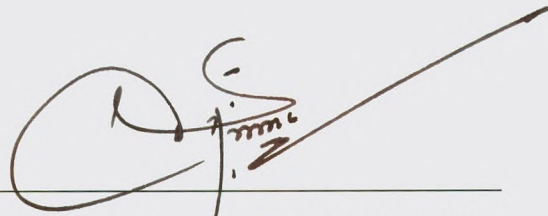


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Shinji UMEMOTO  
Chief Representative  
JICA Cameroon Office

For

THE GOVERNMENT OF THE  
REPUBLIC OF CAMEROON



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Emmanuel NGANOU DJOUMESSI  
Minister  
Ministry of Economy, Planning  
and Regional Development