

No. 8276

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
and
UGANDA**

Guarantee Agreement—*Second East African Railways and Harbours Project* (with related letters and annexed Loan Regulations No. 4). Signed at Washington, on 29 September 1965

Official text: English.

Registered by the International Bank for Reconstruction and Development on 21 July 1966.

**BANQUE INTERNATIONALE POUR
LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
OUGANDA**

Contrat de garantie — *Deuxième projet relatif aux chemins de fer et aux ports de l'Est Africain* (avec lettres y relatives et, en annexe, le Règlement n° 4 sur les emprunts). Signé à Washington, le 29 septembre 1965

Texte officiel anglais.

Enregistré par la Banque internationale pour la reconstruction et le développement le 21 juillet 1966.

No. 8276. GUARANTEE AGREEMENT¹ (*SECOND EAST AFRICAN RAILWAYS AND HARBOURS PROJECT*) BETWEEN THE STATE OF UGANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT. SIGNED AT WASHINGTON, ON 29 SEPTEMBER 1965

AGREEMENT, dated September 29, 1965, between STATE OF UGANDA (hereinafter called Uganda) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

WHEREAS (A) by an agreement of even date herewith between the Bank and the East African Common Services Authority (hereinafter called the Borrower), which agreement and the schedules therein referred to are hereinafter called the Loan Agreement,² the Bank has agreed to make to the Borrower a loan in various currencies equivalent to thirty-eight million dollars (\$38,000,000), on the terms and conditions set forth in the Loan Agreement, but only on condition that Uganda, the Republic of Kenya and the United Republic of Tanzania agree to guarantee such loan as provided in respective Guarantee Agreements between such countries and the Bank;

(B) the Republic of Kenya and the United Republic of Tanzania have agreed to guarantee such loan as provided in the respective Guarantee Agreements³ between such countries and the Bank; and

(C) Uganda, in consideration of the Bank's entering into the Loan Agreement with the Borrower and the respective Guarantee Agreements with the Republic of Kenya and the United Republic of Tanzania, has agreed to guarantee such loan as hereinafter provided;

NOW THEREFORE, the parties hereto hereby agree as follows :

Articles I to IV

[The text of these articles is not published herein as it is identical to that of the corresponding articles of the Guarantee Agreement of the same date between

¹ Came into force on 20 April 1966, upon notification by the Bank to the Government of Uganda.

² See p. 328 of this volume.

³ See pp. 290 and 310 of this volume.

the International Bank for Reconstruction and Development and the Republic of Kenya (see pp. 290 to 296 of this volume), except that wherever in the latter Agreement the word "Kenya" occurs, the word "Uganda" should be substituted for it, and that in Article II the words "with the Republic of Kenya [and] the United Republic of Tanzania" should be substituted for "with the United Republic of Tanzania [and] the State of Uganda", and in Section 3.04 the words "the Kenya Guarantee Agreement, the Tanzania Guarantee Agreement" for "the Tanzania Guarantee Agreement, the Uganda Guarantee Agreement".

For the text of Loan Regulations No. 4, dated 15 February 1961, referred to in article I, see United Nations, Treaty Series, Vol. 400, p. 212.]

Article V

Section 5.01. The following addresses are specified for the purposes of Section 8.01 of the Loan Regulations :

For Uganda :

Secretary to the Treasury
P.O. Box 103
Entebbe, Uganda

Alternative address for cablegrams and radiograms :

Finsec
Entebbe

For the Bank :

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Alternative address for cablegrams and radiograms :

Intbafrad
Washington, D.C.

Section 5.02. The Minister of Uganda for the time being responsible for finance is designated for the purposes of Section 8.03 of the Loan Regulations.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Guarantee Agreement to be signed in their respective names and delivered in the District of Columbia, United States of America, as of the day and year first above written.

State of Uganda :

By L. KALULE-SETTALA
Authorized Representative

International Bank for Reconstruction and Development :

By George D. WOODS
President

LETTERS RELATING TO THE GUARANTEE¹ AND LOAN AGREEMENTS²

[For the text of these letters, see p. 298 of these volume.]

¹ See pp. 290, 310 and 318 of this volume.

² See p. 328 of this volume.