

No. 12046

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**DENMARK**  
**and**  
**ASIAN DEVELOPMENT BANK**

**Contribution Agreement (*Multi-Purpose Special Fund*). Signed  
at Manila on 28 March 1972**

*Authentic text : English.*

*Registered by Denmark on 4 October 1972.*

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**DANEMARK**  
**et**  
**BANQUE ASIATIQUE DE DÉVELOPPEMENT**

**Accord de contribution (*Fonds spécial à buts multiples*). Signé  
à Manille le 28 mars 1972**

*Texte authentique : anglais.*

*Enregistré par le Danemark le 4 octobre 1972.*

CONTRIBUTION AGREEMENT<sup>1</sup> (*MULTI-PURPOSE SPECIAL FUND*) BETWEEN THE GOVERNMENT OF DENMARK AND THE ASIAN DEVELOPMENT BANK

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WHEREAS the Asian Development Bank (hereinafter called the Bank) is empowered by its Articles of Agreement to carry out special operations in its developing member countries by the provision, inter alia, of loans with longer maturities, longer deferred commencement of repayment and/or lower interest rates than those established by the Bank in its ordinary operations and of technical assistance which serves its purpose and comes within its functions, and for this purpose has established certain Special Funds; and

WHEREAS the Government of Denmark (hereinafter called the Contributor) has indicated its desire to assist the Bank by contributing certain special funds resources in the amount and on the terms hereinafter set forth.

NOW THEREFORE the parties hereto agree as follows :

*Section 1*

THE CONTRIBUTION

The Contributor agrees to contribute to the Consolidated Special Funds of the Bank, in the manner hereinafter set forth, an amount of 15 (fifteen) million Danish Kroner (hereinafter called the Contribution), which shall be allocated to the Multi-Purpose Special Fund.

*Section 2*

APPLICATION OF SPECIAL FUNDS REGULATIONS

Except as otherwise provided herein, the Special Funds Rules and Regulations adopted by the Bank on September 17, 1968 (hereinafter called the Regulations) shall apply to the Contribution.

*Section 3*

PAYMENT PROCEDURES

The entire amount of the Contribution shall, within sixty days from the entry into force of the Contribution Agreement, be paid in cash by deposit in a Special Account " M " to be opened with Danmarks Nationalbank in favour of the Bank.

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<sup>1</sup> Came into force on 1 April 1972, in accordance with section 8.

#### Section 4

##### USE OF THE CONTRIBUTION

(a) The Bank may utilize the Contribution in any of the operations referred to in section 4.02 of the Regulations for financing of the costs and expenditures referred to in paragraph (b) hereof, except that the Contribution may not be used to finance assistance provided on a non-reimbursable basis.

(b) The Contribution may be used for financing

- (i) the cost of procurement in Denmark, in other countries which have contributed to funds established or administered by the Bank under subparagraphs (i), (iii) or (iv) of section 2.01 (a) of the Regulations, and in developing member countries of the Bank, of goods produced in and services supplied from such countries;
- (ii) shipping and insurance costs associated with the procurement of goods and services financed from the Contribution;
- (iii) local expenditures, to an extent and upon conditions agreed between the Contributor and the Bank from time to time;
- (iv) administrative expenses charged in accordance with section 7.01 of the Regulations; and
- (v) any other costs and expenditures which the Contributor may from time to time agree shall be eligible for financing out of the Contribution.

(c) All moneys received by the Bank in repayment of portions of loans or other reimbursable assistance financed from the Contribution, and all income derived from the Contribution other than the service fee referred to in the Regulations shall, after meeting any administrative expenses charged thereto pursuant to section 7.01 of the Regulations, be credited to and form part of the Contribution, and shall be available for further use as part of the Multi-Purpose Special Fund, free from the requirements and restrictions set forth in paragraphs (a) and (b) of this section.

(d) The arrangements made by the Bank with recipients in respect of procurement, shipping and insurance and local expenditures shall be in accordance with the policies and procedures adopted by the Bank from time to time in its special operations; provided, however, that all shipments of goods financed from the Contribution shall be in keeping with the principle of free circulation of ships in international trade in free and fair competition.

#### Section 5

##### REPORTS

In addition to the information contained in the reports provided for in the Regulations, the Bank shall furnish to the Contributor, within sixty days after

the end of each Danish fiscal year (i.e. March 31), a detailed statement of account, including the status of each project or programme financed with funds provided from the Contribution.

*Section 6*

CONSULTATION

Either party will upon request of the other consult with regard to any matters relating to the implementation and application of this Agreement. Such consultation may be conducted through the representative of the Contributor on the Board of the Bank.

*Section 7*

WITHDRAWAL

The Contributor may withdraw all or part of the Contribution and the accrued resources derived therefrom, in accordance with Section 8.03 of the Regulations.

*Section 8*

EFFECTIVENESS

This Agreement shall come into force on April 1, 1972.

IN WITNESS WHEREOF the parties hereto, acting through their representatives duly authorized for this purpose, have caused this Agreement to be signed in two copies in the English language in Manila on this 28th day of March 1972.

For the Government of Denmark :

IAN B. ROBERTSON

For the Asian Development Bank :

TAKESHI WATANABE

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