

No. 12885

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

**Loan Agreement concerning the borrowing of an amount in  
US dollars equivalent to 600,000,000 Austrian schil-  
lings. Signed at Nairobi on 24 September 1973**

*Authentic text: English.*

*Registered by the International Bank for Reconstruction and Development  
on 28 November 1973.*

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

**Contrat relatif à l'emprunt de l'équivalent en dollars des  
États-Unis d'une somme de 600 000 000 de schillings  
autrichiens. Signé à Nairobi le 24 septembre 1973**

*Texte authentique: anglais.*

*Enregistré par la Banque internationale pour la reconstruction et le  
développement le 28 novembre 1973.*

## LOAN AGREEMENT<sup>1</sup>

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This Loan Agreement is between the Government of the Republic of Austria (hereinafter called the "Government") and the International Bank for Reconstruction and Development (hereinafter called the "Bank"), an international institution created by an intergovernmental agreement known as the Articles of Agreement of the International Bank for Reconstruction and Development,<sup>2</sup> to which the Republic of Austria is a party.

*Article 1.* The Government, as authorized by Federal Law of July 10, 1973, Federal Law Gazette No. 382, hereby agrees to lend to the Bank, and the Bank, as authorized by a resolution of its Board of Directors, hereby agrees to borrow from the Government, an amount in United States dollars equivalent to Austrian schillings 600,000,000 to be used in the general operations of the Bank (such loan hereinafter called the "Loan").

*Article 2. (a)* The Loan shall be made available by the Government to the Bank and repaid by the Bank to the Government in two tranches as follows:

- (i) Tranche 1: On October 1, 1973, the Government shall deposit in the Bank's account with the Federal Reserve Bank of New York in New York an amount in United States dollars equivalent to Austrian schillings 300,000,000 calculated according to the dollar-schilling exchange rate of the Austrian National Bank in effect on that date. Such amount of dollars shall be repaid by the Bank to the Government in ten annual installments, which are as nearly equal as possible, payable on October 1 of each of the years 1979 through 1988, in accordance with a schedule of repayments to be communicated by the Government to the Bank.
- (ii) Tranche 2: On January 2, 1974, the Government shall deposit in the Bank's account with the Federal Reserve Bank of New York in New York an amount in United States dollars equivalent to Austrian schillings 300,000,000 calculated according to the dollar-schilling exchange rate of the Austrian National Bank in effect on that date. Such amount of dollars shall be repaid by the Bank to the Government in ten annual installments, which are as nearly equal as possible, payable on January 2 in each of the years 1980 through 1989, in accordance with a schedule of repayments to be communicated by the Government to the Bank.

*(b)* Upon each deposit made in accordance with paragraph *(a)* of this article 2, the Government shall notify the Bank of the amount of dollars so deposited and the Bank shall confirm receipt thereof to the Government.

*Article 3.* The amount of the Loan outstanding from time to time shall bear interest at the rate of four per cent (4%) per annum. Interest shall be payable in United States dollars annually, in arrears, as follows: in case of tranche 1, on October 1 of each year, the first payment falling due on October 1, 1974, and in case of tranche 2, on January 2 of each year, the first payment falling due on January 2, 1975.

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<sup>1</sup> Came into force on 24 September 1973 by signature.

<sup>2</sup> United Nations, *Treaty Series*, vol. 2 p. 134.

*Article 4.* Repayments of principal and payments of interest shall be made by the Bank to the account of the Austrian National Bank with the Federal Reserve Bank of New York in New York in favour of the Government.

*Article 5.* The Bank agrees, during the entire term of the Loan and until its complete repayment, not to grant for the purpose of securing any of its other debts any specific security (with the exception of mortgages or other security on property purchased by the Bank to secure the payment in whole or in part of the purchase price of said property) without granting the same security *pari passu* to the Government.

*Article 6.* This Loan Agreement, both as to form and content and the rights and obligations arising therefrom, is governed exclusively by Austrian law. Place of jurisdiction is Vienna.

*Article 7. (a)* All notices and communications to the Government with respect to the Loan shall be transmitted to the Ministry of Finance, Postfach 2, A-1015 Vienna, Austria.

*(b)* All notices and communications to the Bank shall be transmitted to International Bank for Reconstruction and Development, 1818 H. Street, N. W., Washington D.C. 20433, U.S.A. Alternate cable address: Intbafrad, Washington.

*(c)* The Government or the Bank may change its address to be used for purposes of this article 7 by written notice given to the other.

*Article 8.* This Loan Agreement is executed in two copies. Each copy shall be considered an original.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of 24 September 1973.

Government of the Republic of Austria:

[Signed — Signé]<sup>1</sup>

International Bank for Reconstruction and Development:

[Signed — Signé]<sup>2</sup>

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<sup>1</sup> Signed by Hannes Androsch—Signé par Hannes Androsch.

<sup>2</sup> Signed by Robert S. McNamara—Signé par Robert S. McNamara.