

No. 12965

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
TUNISIA**

Exchange of notes constituting an agreement concerning an interest-free loan by the Government of the United Kingdom to the Government of Tunisia (with annexes). Tunis, 5 August 1970

Exchange of notes constituting an agreement amending the above-mentioned Agreement (with annexes). Tunis, 8 and 27 December 1972

Authentic text: French.

Registered by the United Kingdom of Great Britain and Northern Ireland on 18 January 1974.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
TUNISIE**

Échange de notes constituant un accord relatif à un prêt sans intérêt du Gouvernement du Royaume-Uni au Gouvernement tunisien (avec annexes). Tunis, 5 août 1970

Échange de notes constituant un accord modifiant l'Accord susmentionné (avec annexes). Tunis, 8 et 27 décembre 1972

Texte authentique : français.

Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 18 janvier 1974.

[TRANSLATION¹—TRADUCTION²]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT³ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF TUNISIA CONCERNING AN INTEREST-FREE LOAN BY THE GOVERNMENT OF THE UNITED KINGDOM TO THE GOVERNMENT OF TUNISIA

I

Her Majesty's Ambassador at Tunis to the Ambassador-Director of International Co-operation at the Tunisian Ministry of Foreign Affairs

BRITISH EMBASSY
TUNIS

5 August 1970

Your Excellency,

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 Republic of Tunisia and to inform Your Excellency that the Government of the United Kingdom are prepared to conclude an agreement with the Tunisian Government in the following terms. The position of the Government of the United Kingdom with regard to the provision of finance and the commitment of that Government and the Government of Tunisia as regards associated matters shall be as respectively set out in part A and part B below.

A. The Government of the United Kingdom declare that it is their intention to make available to the Government of Tunisia by way of an interest-free loan a sum not exceeding £246,000 (two hundred and forty-six thousand pounds sterling) for the provision of United Kingdom goods and services to assist in the establishment of a radio-telephone link between Gabes, Gafsa and Kasserine.

B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs of this note in so far as they relate to things to be done by or on behalf of that Government. The Government of Tunisia shall adopt the arrangements and procedures so described in so far as they relate to things to be done by or on behalf of that Government.

(2) (a) For the purpose of these arrangements the Government of Tunisia 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.

(b) As soon as the Account is opened and before taking any other step required by these arrangements for obtaining any part of the loan, the Government of Tunisia shall furnish the Government of the United Kingdom with a copy of their instructions to the Crown Agents given in accordance with the foregoing provisions of this paragraph. The

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.

³ Came into force on 5 August 1970, the date of the note in reply, in accordance with the provisions of the said notes.

Government of Tunisia, or the Crown Agents on their behalf, shall at the same time and so often as any change is made therein, notify the Government of the United Kingdom of the names of the officers who are duly authorised to sign on its behalf the payment authorities, payment orders and requests for drawings hereinafter provided and shall furnish a specimen signature in duplicate for each such officer.

(c) The Government of Tunisia shall ensure that the Crown Agents forward to the Government of the United Kingdom monthly a statement of the receipts to and payments from the Account.

(3) Save and to the extent (if any) to which the Government of the United Kingdom may otherwise agree, drawings from the loan shall be used only:

- (a) for payments under a contract for the purchase in the United Kingdom (which expression in this note shall be deemed to include the Channel Islands and the Isle of Man) of goods wholly produced or manufactured in the United Kingdom or for work to be done or for services to be rendered by persons ordinarily resident or carrying on business in the United Kingdom or for two or more of such purposes, being a contract which:
- (i) provides for payment in sterling to persons carrying on business in the United Kingdom; and
 - (ii) is approved on behalf of the Government of Tunisia and accepted by the Government of the United Kingdom for financing from the loan; and
 - (iii) is a contract entered into after the date of this note.
- (b) for payment of charges and commissions due to the Crown Agents in respect of their services in connection with this loan.

(4) (a) Where the Government of Tunisia proposes that part of the loan shall be applied to a contract, that Government shall ensure that there are forwarded at the earliest opportunity to the Government of the United Kingdom:

- (i) a copy of the contract, or of a notification in the form set out in annex B to this note; and
- (ii) two copies of a certificate from the United Kingdom contractor concerned in the form set out in annex C to this note.

(b) The Government of Tunisia or the Crown Agents acting on their behalf shall ensure that the Government of the United Kingdom is informed if at any time a contract (being a contract in respect of which documents have been forwarded in accordance with the foregoing provisions) 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 relevant documents so forwarded, and in any of these cases the Government of Tunisia or the Crown Agents on their behalf, shall as soon as possible forward to the Government of the United Kingdom the relevant supplementary or revised documents.

(5) (a) After the Government of the United Kingdom has considered the documents forwarded by the Government of Tunisia, or the Crown Agents on their behalf, 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 Tunisia (or the Crown Agents) for this purpose, and which that Government (or the Crown Agents) shall then supply, the Government of the United Kingdom shall notify the Crown Agents in the form set out in annex C (i) to this note whether and to what extent it accepts that a contract is eligible for payment from the loan.

(b) To the extent that the Government of the United Kingdom so accepts a contract or transaction and agrees to payment from the Account, it shall, on receipt of a request from the Crown Agents acting on behalf of the Government of Tunisia, 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.

(c) Unless the Government of the United Kingdom otherwise agrees, payments into the Account shall not be made after the 31 March 1973.

(6) Withdrawals from the Account shall be made only in the manner and subject to the conditions set out in this paragraph:

(a) for payments due under a contract to which paragraph B (3) (a) refers, withdrawals shall be made in accordance with payment authorities in the form shown in annex D hereto duly signed by the Crown Agents on behalf of the Government of Tunisia and countersigned by the Government of the United Kingdom. Each payment authority shall be forwarded in duplicate to the Government of the United Kingdom for countersignature and shall be accompanied by payment certificates from the contractors concerned, in the form shown in annex E hereto and the invoices (or a photocopy or duplicates of such invoices) referred to therein for retention by the Government of the United Kingdom.

(b) for payments to which paragraph B (3) (b) refers, the Crown Agents shall debit the Account and inform the Government of the United Kingdom of the amount so debited.

(7) 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 Tunisia shall, so long as there are payments to be made from the Account, pay an equivalent of such sums into the Account and, in any other case, apply the refund to the reduction of the loan.

(8) The Government of Tunisia shall repay to the Government of the United Kingdom in pounds sterling in London, the total sum borrowed under the arrangements set out in this note, such repayments to be made by instalments paid on the dates and in the amounts specified below; except that it, 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 need be paid.

INSTALMENTS		Amount
<i>Date due</i>		£
1 February 1973		1,000
1 August 1973		1,000
1 February 1974		2,000
1 August 1974		2,000
1 February 1975		3,000
1 August 1975		3,000
1 February 1976		4,000
1 August 1976		4,000
1 February 1977		5,000
1 August 1977		5,000
1 February 1978 and on the 1 February in each of the succeeding 17 years		6,000
1 August 1978 and on the 1 August in each of the succeeding 17 years		6,000

(9) Notwithstanding the provisions of paragraph 8 of this note, the Government of Tunisia shall be free at any earlier time to repay to the Government of the United Kingdom in pounds sterling in London the whole or any part of the loan that is still outstanding.

(10) The Government of Tunisia shall ensure the provision of such finance additional to the loan finance provided in accordance with the arrangements set out in this note, as may be needed to complete the project.

(11) In relation to goods and services provided with finance from the loan, the Government of Tunisia shall permit officers from the British Embassy and other servants or agents of the British Government to inspect any such goods or the documents relating to any such goods and services and shall furnish such officers, servants or agents with such information relating to the goods and services as the latter may reasonably require.

(12) Any sum unspent out of the £246,000 will be the subject of a fresh programme.

2. If the foregoing proposals are acceptable to the Government of Tunisia, I have the honour to propose that the present note and its annexes 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/Tunisia Loan Agreement, 1970.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

A. R. K. MACKENZIE
Her Britannic Majesty's Ambassador

ANNEX A

GOVERNMENT OF THE REPUBLIC OF TUNISIA

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

United Kingdom/Tunisia Loan 1970

1. I confirm your appointment as agents of the Government of the Republic of Tunisia (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 two hundred and forty-six 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 Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland on receipt of requests in the form shown in annex C (ii) to the United Kingdom/Tunisia Loan Agreement 1970 (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 paragraph 3 (a) of the above-mentioned Agreement and in the manner and subject to the conditions described in paragraphs 4 and 5 of that Agreement.

5. You will supply the Government of the United Kingdom as soon as possible with a copy of any contract or notification of contract and of any amendment thereto as provided in paragraph 4 of the said Agreement. You will also supply the Government of the United Kingdom with any additional information that it may require to enable it to satisfy itself that payments due under a contract may be properly debited to the Account.

6. You are to send to the Government of the United Kingdom 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 Government of the United Kingdom 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 Government of the United Kingdom 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 Government of the United Kingdom.
Yours faithfully,

ANNEX B

NOTIFICATION OF CONTRACT

UNITED KINGDOM/TUNISIA LOAN 1970

To: The Government of the United Kingdom

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 the Republic of Tunisia
Date

ANNEX C

UNITED KINGDOM/TUNISIA LOAN

CONTRACT CERTIFICATE

Particulars of Contract

1. Date of contract
 2. Contract No.
 3. Description of goods or services to be supplied to the purchaser
- (If a number of items are to be supplied, a detailed list should be appended to this certificate)*
4. Total contract price payable by purchaser (state CIF, C & F or FOB) £
- If goods are to be supplied, the following sections must be completed. (If the contractor is exporting agent only, the information requested should be obtained from manufacturer.)*
5. Estimated % of the FOB value of the goods *not* originating in the United Kingdom, but purchased by the contractor directly from abroad, *i.e.*, % of imported raw material or components used in manufacture
 - (a) % FOB value
 - (b) Description of items and brief specifications

6. If any raw material or components used originated from abroad, e.g., copper, asbestos, cotton, wood pulp, etc., but have been purchased in the United Kingdom by the contractor for this contract, specify:

- (a) % FOB value
- (b) Description of items and brief specifications

If services are to be supplied, the following section should also be completed.

7. State the estimated value of any work to be done or services performed in the purchaser's country by

- (a) Your firm (site engineers charges, etc.)
- (b) Local contractor

8. Qualifying remarks as necessary in respect of paragraphs 5, 6 or 7 above

9. I hereby declare that I am employed in the United Kingdom by the contractor named below and have the authority to sign this certificate. 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 paragraphs 5, 6, 7 and 8 above.

Signed

Position held

Name and address

of contractor

Date

NOTE: for the purpose of this declaration of the United Kingdom includes the Channel Islands and the Isle of Man.

Contractors should note that goods should not be manufactured until acceptance has been notified.

FOR OFFICIAL USE ONLY							
Name or number of project							
		<u>Acceptance</u>		<u>Payments</u>			
<i>Amount committed</i>	<i>Date of entry</i>	<i>Date</i>	<i>Initials</i>	<i>Date</i>	<i>Amount</i>	<i>PA No.</i>	<i>Initials</i>

ANNEX C(i)

UNITED KINGDOM/TUNISIA LOAN 1970

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 Government
of the United Kingdom

ANNEX C(ii)

UNITED KINGDOM/TUNISIA LOAN 1970

REQUEST FOR DRAWING

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

<i>Name and address of beneficiary</i>	<i>Contract No.</i>	<i>Date payment is due</i>	<i>Amount £</i>
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The amount available in the Special Account to meet the above payment 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 Republic of Tunisia

To: The Government of the United Kingdom

ANNEX D

UNITED KINGDOM/TUNISIA LOAN 1970

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:

<i>Name and address of contractor</i>	<i>Contract No./ Reference</i>	<i>Amount</i>		
		£	s.	d.

Signed on behalf of the Crown Agents
for Oversea Governments and Administrations
acting on behalf of the Government
of the Republic of Tunisia:

Date

To: The Government of the United Kingdom

Countersigned on behalf
of the Government of the United Kingdom:

Date

ANNEX E

UNITED KINGDOM/TUNISIA LOAN 1970

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

<i>Contractor's Invoice No.</i>	<i>Date</i>	<i>Amount £</i>	<i>Short description of goods, works and/or services</i>
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(ii) The amounts specified in paragraph (i) do not include any additional foreign content to that already declared in paragraphs 5, 6 or 7 of the contract certificate.

(iii) 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.

II

The Ambassador-Director of International Co-operation at the Tunisian Ministry of Foreign Affairs to Her Majesty's Ambassador at Tunis

Tunis, 5 August 1970

Your Excellency,

I have the honour to acknowledge receipt of your note of today's date which reads as follows:

[See note I]

I have the honour to confirm the agreement of my Government to the foregoing.

Please accept, Excellency, the assurance of my high consideration.

ABDELAZIZ LASRAM
Ambassador-Director of International Co-operation
at the Ministry of Foreign Affairs

[Annexes as under note I]

[TRANSLATION¹—TRADUCTION²]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT³ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF TUNISIA AMENDING THE AGREEMENT OF 5 AUGUST 1970⁴ CONCERNING AN INTEREST-FREE LOAN BY THE GOVERNMENT OF THE UNITED KINGDOM TO THE GOVERNMENT OF TUNISIA

I

The British Embassy at Tunis to the Tunisian Ministry of Foreign Affairs

No. 122

BRITISH EMBASSY
TUNIS

Her Britannic Majesty's Embassy presents its compliments to the Ministry of Foreign Affairs and has the honour to refer to the United Kingdom/Tunisia Loan Agreement (1970) constituted by the notes exchanged on 5 August 1970, and the subsequent discussions that have recently taken place between the British Government and the Government of the Tunisian Republic, and to propose that the Loan Agreement shall be amended as follows:

(a) in part A the figure "£246,000" and the words "two hundred and forty-six thousand pounds sterling" shall be deleted and replaced by the figure "£275,000" and the words "two hundred and seventy-five thousand pounds sterling";

(b) in part B (5) (c) the date "31 March 1973" shall be deleted and replaced by "31 March 1974";

(c) in part B (8) the table of repayment instalments shall be deleted and replaced by the table set out at annex A to this note; and

(d) in part B (12) the figure "£246,000" shall be deleted and replaced by the figure "£275,000".

In view of these amendments, it is requested that the Government of the Republic of Tunisia shall by another letter in the form set out at annex B to this note amend the request addressed to the Crown Agents for Oversea Governments and Administrations on 16 March 1971 to open an account in the name of the Government of Tunisia to be styled United Kingdom/Tunisia Loan (1970) Account.

If the foregoing proposals are acceptable to the Government of the Republic of Tunisia, Her Majesty's Embassy has the honour to suggest that the present note and its annexes together with the reply from the competent Tunisian authorities in

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.

³ Came into force on 27 December 1972, the date of the note in reply, in accordance with the provisions of the said notes.

⁴ See p. 55 of this volume.

that sense shall constitute an agreement between our two Governments to amend the United Kingdom/Tunisia Loan Agreement (1970) which shall enter into force on the date of the Ministry's reply.

Her Majesty's Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Tunis, 8 December 1972.

ANNEX A

INSTALMENTS

<i>Date due</i>	<i>Amount £</i>
1 February 1973	1,100
1 August 1973	1,100
1 February 1974	2,200
1 August 1974	2,200
1 February 1975	3,300
1 August 1975	3,300
1 February 1976	4,400
1 August 1976	4,400
1 February 1977	5,500
1 August 1977	5,500
1 February 1978 and on 1 February in each of the succeeding 17 years	6,700
1 August 1978 and on 1 August in each of the succeeding 16 years	6,700
1 August 1995	7,500

ANNEX B

GOVERNMENT OF THE REPUBLIC OF TUNISIA

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

Sirs,

United Kingdom/Tunisia Loan Agreement (1970)

With reference to my letter of 16 March 1971, which on behalf of the Government of the Republic of Tunisia requested you to open an account in the name of that Government in respect of the above loan, I have to inform you that the amount of this loan has been increased to a sum not exceeding £275,000.

A copy of this letter has been addressed to the Foreign and Commonwealth Office Overseas Development Administration.

Please accept, etc.

II

The Tunisian Ministry of Foreign Affairs to the British Embassy at Tunis

MINISTRY OF FOREIGN AFFAIRS
TUNIS

27 December 1972

The Ministry of Foreign Affairs presents its compliments to the British Embassy at Tunis and has the honour to acknowledge receipt of the Embassy's note No. 122 of 8 December 1972 informing the Ministry of amendments to the Agreement constituted by notes exchanged on 5 August 1970 for a loan of £246,000.

The Ministry of Foreign Affairs wishes to inform the British Embassy that the proposed amendments concerning the increase in the amount of the loan and the dates of repayment are acceptable to the Ministry.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy the assurance of its high consideration.
