

No. 14616

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

Exchange of notes constituting an agreement concerning an interest-free development loan by the Government of the United Kingdom to the Government of Peru for the purchase of bridging equipment. Lima, 21 January 1972

Exchange of notes constituting an agreement amending the above-mentioned Agreement. Lima, 7 and 27 June 1972

Authentic texts: English and Spanish.

Registered by the United Kingdom of Great Britain and Northern Ireland on 8 March 1976.

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

Échange de notes constituant un accord relatif à l'octroi d'un prêt au développement franc d'intérêts du Gouvernement du Royaume-Uni au Gouvernement du Pérou pour l'achat de matériel de construction de ponts. Lima, 21 janvier 1972

Échange de notes constituant un accord modifiant l'Accord susmentionné. Lima, 7 et 27 juin 1972

Textes authentiques : anglais et espagnol.

Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 8 mars 1976.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF PERU CONCERNING
AN INTEREST-FREE DEVELOPMENT LOAN BY THE
GOVERNMENT OF THE UNITED KINGDOM TO THE GOV-
ERNMENT OF PERU FOR THE PURCHASE OF BRIDGING
EQUIPMENT

I

Her Majesty's Ambassador at Lima to the Minister for Foreign Affairs of Peru

BRITISH EMBASSY
LIMA

21st of January, 1972

No. 1

Your Excellency,

1. 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 Peru and to inform Your Excellency that the Government of the United Kingdom are prepared to conclude an Agreement with the Government of Peru 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 Peru 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 Peru by way of a loan a sum not exceeding £250,000 (Two hundred and fifty thousand pounds sterling) towards the purchase in the United Kingdom of bridging equipment for the reconstruction programme following the earthquake of May 1970.

B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs of this Note insofar as they relate to things to be done by or on behalf of that Government. The Government of Peru shall adopt the arrangements and procedures so described insofar 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 Peru 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 SW1 (hereinafter referred to as "the Crown Agents"). The Account shall be operated in accordance with the instructions contained in the said request.

¹ Came into force on 21 January 1972, the date of the note in reply, in accordance with the provisions of the said notes.

(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 Peru 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 Government of Peru, 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 Requests for Drawing hereinafter provided and shall furnish a specimen signature in duplicate for each such officer.

(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 bridging equipment 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 Peru and accepted on behalf of the Government of the United Kingdom for financing from the loan; and
- (iii) is a contract entered into after the date of this Note and before 11 February 1972;

(b) for payment of charges and commissions due to the Crown Agents in respect of their services on behalf of the Government of Peru in connection with this loan.

(4) Where the Government of Peru proposes that part of the loan shall be applied to a contract, that Government shall ensure that the Crown Agents acting on their behalf obtain at the earliest opportunity:

- (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.

(5) (a) After the Crown Agents acting on behalf of the Government of the United Kingdom have considered the documents obtained in pursuance of the procedure described in the foregoing provisions of this Note, they shall decide whether and to what extent a contract is eligible for payment from the loan.

(b) To the extent that the Crown Agents acting on behalf of the Government of the United Kingdom so accept a contract or transaction and agree to payment from the Account, the Government of the United Kingdom shall, on receipt of a request from the Crown Agents acting on behalf of the Government of Peru, in the form set out in Annex D to this Note, 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 31st of March 1972.

(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 only on receipt by the Crown Agents of 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;

(b) for payments to which paragraph B (3) (b) refers, the Crown Agents shall debit the Account.

(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 Peru 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 Peru 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 if, 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

<i>Date due</i>	<i>Amount £</i>
21st of July 1979 and on the 21st of July in each of the succeeding 17 years	6,900
21st of January 1980 and on the 21st of January in each of the succeeding 16 years	6,900
21st of January 1997	8,500

(9) Notwithstanding the provisions of paragraph 8 of this Note, the Government of Peru 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 Peru 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 Peru 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. If the foregoing proposals are acceptable to the Government of Peru, 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/Peru Loan Agreement No. 1 1972.

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

H. T. MORGAN
Her Britannic Majesty's Ambassador, Lima

A N N E X A

GOVERNMENT OF THE REPUBLIC OF PERU

To: The Crown Agents for Oversea Governments and Administrations
4 Millbank
London SW1

Dear Sir,

United Kingdom/Peru Loan No. 1 1972

1. I confirm your appointment as agents of the Government of the Republic of Peru (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 £250,000 (two hundred and fifty 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 United Kingdom/Peru Loan No. 1 1972 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 D to the United Kingdom/Peru Loan Agreement No. 1 1972 (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 1.B.(3) (a) and in respect of your commissions and charges as described in paragraph 1.B.(3) (b) of the above-mentioned Agreement and in the manner and subject to the conditions described in paragraph 1.B.(6) of that Agreement.

5. You are to send to the Government of the United Kingdom specimen signatures of the officers of the Crown Agents authorised to sign Requests for Drawing on behalf of the Government.

6. Your charges and commissions for acting as our agents in connection with this loan shall be chargeable to the Account.

7. A copy of this letter has been sent to the Government of the United Kingdom.

Yours faithfully,

A N N E X B

NOTIFICATION OF CONTRACT

UNITED KINGDOM/PERU LOAN NO. 1 1972

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 Peru

Date

A N N E X C

UNITED KINGDOM/PERU LOAN NO. 1 1972

Acceptance No.

CONTRACT CERTIFICATE

(For CHEMICALS AND ALLIED PRODUCTS use alternative "Certificate" overleaf)

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 percentage of the FOB value of the goods *not* originating in the United Kingdom, but purchased by the contractor directly from abroad, i.e., percentage of imported raw material of components used to manufacture:

- (a) Percentage 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) Percentage 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 engineer's charges, etc.)
- (b) Local contractor

- 8. Qualifying remarks as necessary in respect of paragraph 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.

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

Signed

Position held

Name and address of Contractor

Date

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

FOR OFFICIAL USE ONLY
Name or Number of Project

Amount committed	Date of entry	Acceptance		Payments			
		Date	Initials	Date	Amount	PA No.	Initials
£							

ANNEX D

UNITED KINGDOM/PERU LOAN No. 1 1972

D.F. No.

Please pay the sum of £ to the United Kingdom/Peru Loan No. 1 1972 Account at the Crown Agents. This sum shall, on payment into the Account, constitute a drawing on the Loan.

The balance in hand is £

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For the Crown Agents acting on behalf of
the Government of the Republic of Peru

Funding approved ODA

A N N E X E

UNITED KINGDOM/PERU LOAN NO. 1 1972

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 due 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 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

[SPANISH TEXT — TEXTE ESPAGNOL]

Lima, 21 de enero de 1972

Señor Embajador:

Tengo a honra acusar recibo de la atenta nota de Vuestra Excelencia, No. 1, de fecha de hoy, redactada en los siguientes términos:

« Tengo el honor de referirme a las recientes conversaciones concernientes a la ayuda para el desarrollo, prestada por el Gobierno del Reino

No. fechado el entre el Contratista abajo nombrado y
 (Comprador) y están de acuerdo con los detalles de este Contrato
 notificados en el Certificado de Contrato firmado a nombre de dicho Contratista el

<i>Factura no. del contratista</i>	<i>Fecha</i>	<i>Suma £</i>	<i>Breve descripción de bienes, trabajos y/o servicios</i>
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(ii) Las sumas especificadas en el párrafo (i) no contienen ningún contenido extranjero adicional a lo declarado en los párrafos 5, 6 ó 7 del Certificado de Contrato.

(iii) Tengo autoridad para firmar este Certificado a nombre del Contratista abajo nombrado.

Firmado

Cargo desempeñado

Por y en nombre de

Nombre y dirección del Contratista

.....

Fecha

NOTA. Para los efectos de esta declaración, el Reino Unido incluye las Islas del Canal de la Mancha y la Isla de Man.

[TRANSLATION¹ — TRADUCTION²]

The Minister for Foreign Affairs of Peru to Her Majesty's Ambassador at Lima

Lima, 21 January 1972

Sir,

I have the honour to acknowledge receipt of Your Excellency's Note No. 1, of today's date, which reads as follows:

[See note I]

In reply, I have the honour to inform Your Excellency that the foregoing is acceptable to the Government of Peru and that Your Excellency's note and this reply shall constitute an Agreement between the two Governments, which shall enter into force on today's date and which shall be known as the United Kingdom-Peru Loan Agreement No. 1 1972.

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.

I avail myself of this opportunity to express to Your Excellency the assurances of my highest consideration.

M. A. DE LA FLOR VALLE
Brigade General
Minister for Foreign Affairs

[Annexes as under note I]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF PERU AMENDING
THE AGREEMENT OF 21 JANUARY 1972² CONCERNING AN
INTEREST-FREE DEVELOPMENT LOAN BY THE GOVERN-
MENT OF THE UNITED KINGDOM TO THE GOVERNMENT
OF PERU FOR THE PURCHASE OF BRIDGING EQUIPMENT

I

Her Majesty's Ambassador at Lima to the Minister for Foreign Affairs of Peru

BRITISH EMBASSY
LIMA

7th of June, 1972

Your Excellency:

I have the honour to refer to the Agreement of 21 January 1972² constituted by Notes exchanged between the Government of Peru and the Government of the United Kingdom of Great Britain and Northern Ireland and referred to as the United Kingdom/Peru Loan No. 1 1972 and to propose:

A. In respect of Part A, that the amount of the loan intended to be made available will be increased to a sum not exceeding £330,000 (three hundred and thirty thousand pounds sterling);

B. In respect of Part B, that the arrangements and procedures therein shall be amended so that

- (a) the last date for entering into a contract as stated in paragraph 3 (a) (iii) shall be extended to 30 June 1972;
- (b) the last date for payment into the Account as stated in Part B, 5 (c), shall be extended to 30 June 1972;
- (c) the repayment Schedule paragraph B (8) shall be replaced by the Schedule in the Annex to this Note; and
- (d) the Government of Peru shall inform the Crown Agents for Oversea Governments and Administrations that the value of the loan referred to in their letter in the form set out in Annex A has been increased to £330,000.

If the foregoing proposals are acceptable to the Government of Peru I have the honour to suggest that the present Note together with your reply to that effect shall constitute an Agreement between the two Governments in this matter which shall enter into force on the date of your reply.

¹ Came into force on 27 June 1972, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 312 of this volume.

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

H. T. MORGAN
Her Britannic Majesty's Ambassador

A N N E X

INSTALMENTS

<i>Date due</i>	<i>Amount £</i>
21st of July 1979 and on the 21st July in each of the succeeding 17 years .	9,200
21st of January 1980 and on the 21st of January in each of the succeeding 16 years	9,200
21st of January 1997	8,000

II

[SPANISH TEXT — TEXTE ESPAGNOL]

Lima, 27 de junio de 1972

Señor Embajador:

Tengo a honra acusar recibo de la atenta nota de Vuestra Excelencia, de fecha 7 de los corrientes, redactada en los siguientes términos:

« Tengo el honor de referirme al Acuerdo del 21 de enero de 1972 concertado por el cambio de Notas entre el Gobierno del Perú y el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte llamado el Préstamo Reino Unido/Perú No. 1 1972 y de proponer:

« A. Con respecto a la Parte A, que el monto del préstamo que se piensa otorgar se aumente a una cantidad que no exceda £330.000 (trescientas treinta mil libras esterlinas).

« B. Con respecto a la Parte B, que los arreglos y procedimientos contenidos en la misma sean modificados de manera que

« (a) la última fecha para efectuar un contrato como se menciona en el párrafo 3 (a) (iii) sea prolongada hasta el 30 de junio de 1972;

« (b) la última fecha para efectuar pagos a la Cuenta como se menciona en la Parte B, 5 (c), sea prolongada hasta el 30 de junio de 1972;

« (c) la Tabla de las Armadas, párrafo B (8), sea reemplazada por la Tabla de Armadas en el Anexo que acompaña esta Nota; y

« (d) El Gobierno del Perú informará a los Agentes de la Corona para Gobiernos y Administraciones Extranjeras que el valor del préstamo a que se refieren en su carta en la forma demostrada en el Anexo A ha sido aumentado a £330.000.

« Si las propuestas anteriores son aceptables al Gobierno del Perú tengo el honor de sugerir que la presente Nota junto con la respuesta de

Vuestra Excelencia en ese sentido constituyan un Acuerdo entre los dos Gobiernos a este respecto el cual entrará en vigencia en la fecha de Vuestra respuesta.

« Hago propicia esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración. »

En respuesta, tengo el honor de informar a Vuestra Excelencia que lo que antecede es aceptable al Gobierno del Perú y que la Nota de Vuestra Excelencia y esta respuesta, constituirán un Acuerdo entre los dos Gobiernos, el cual entrará en vigencia en la fecha de hoy.

Aprovecho la oportunidad para expresar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

M. A. DE LA FLOR VALLE
General de Brigada
Ministro de Relaciones Exteriores

[A N E X O]

ARMADAS

<i>Fecha debida</i>	<i>Suma en £</i>
21 de julio de 1979 y el 21 de julio de cada uno de los 17 años subsiguientes	9.200
21 de enero de 1980 y el 21 de enero de cada uno de los 16 años subsiguientes	9.200
21 de enero de 1997	8.000

[TRANSLATION¹ — TRADUCTION²]

The Minister for Foreign Affairs of Peru to Her Majesty's Ambassador at Lima

Lima, 27 June 1972

Sir,

I have the honour to acknowledge receipt of Your Excellency's Note dated 7 June, which reads as follows:

[See note I]

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.

In reply, I have the honour to inform Your Excellency that the foregoing is acceptable to the Government of Peru and that Your Excellency's Note and this reply shall constitute an Agreement between the two Governments, which shall enter into force on today's date.

I avail myself of the opportunity to express to Your Excellency the assurances of my highest consideration.

M. A. DE LA FLOR VALLE
Brigade General
Minister for Foreign Affairs

[Annex as under note I]
