

No. 15820

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

Exchange of notes constituting an agreement concerning a grant by the Government of the United Kingdom to the Executive Council of Zaire (with annexes). London, 11 October 1976

Authentic texts: English and French.

Registered by the United Kingdom of Great Britain and Northern Ireland on 25 July 1977.

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

Échange de notes constituant un accord relatif à un don par le Gouvernement du Royaume-Uni au Conseil exécutif du Zaïre (avec annexes). Londres, 11 octobre 1976

Textes authentiques : anglais et français.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 25 juillet 1977.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE EXECUTIVE COUNCIL OF THE REPUBLIC OF ZAIRE CONCERNING A GRANT BY THE GOVERNMENT OF THE UNITED KINGDOM TO THE EXECUTIVE COUNCIL OF ZAIRE

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD ET LE CONSEIL EXÉCUTIF DE LA RÉPUBLIQUE DU ZAÏRE RELATIF À UN DON PAR LE GOUVERNEMENT DU ROYAUME-UNI AU CONSEIL EXÉCUTIF DU ZAÏRE

I

The Minister for Overseas Development to the State Commissioner for Foreign Affairs and International Co-operation of the Republic of Zaire

Le Ministre du développement d'outre-mer au Commissaire d'Etat pour les affaires étrangères et la coopération internationale de la République du Zaïre

FOREIGN AND COMMONWEALTH OFFICE
LONDON

11 October 1976

Dear State Commissioner,

I have the honour to inform you, with reference to the recent discussions between our Governments concerning development aid, that it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland to make available to the Executive Council of the Republic of Zaire by way of a grant a sum not exceeding £2,000,000 (two million pounds sterling), (hereinafter referred to as "the grant") towards the cost of development projects to be agreed.

2. This Note sets out the arrangements and procedures for the provision of the grant so made available which, insofar as they relate to things to be done by or on behalf of, or to matters under the control of the Government of the United Kingdom my Government shall adopt. The Executive Council of the Republic of Zaire shall adopt these arrangements and procedures insofar as they relate to things to be done by or on behalf of, or to matters under the control of the Executive Council of the Republic of Zaire.

3. For the purposes of these arrangements, the Executive Council of the Republic of Zaire 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 SW1P 3JD (hereinafter referred to as "the Crown Agents"). The Ac-

¹ Came into force on 11 October 1976, the date of the note in reply, in accordance with the provisions of the said notes.

¹ Entré en vigueur le 11 octobre 1976, date de la note de réponse, conformément aux dispositions desdites notes.

count shall be operated solely for the purpose of the grant and in accordance with the instructions contained in the said request.

4. As soon as the Account is opened and before taking any other steps required by these arrangements for obtaining any part of the grant, the Executive Council of the Republic of Zaire shall furnish the Government of the United Kingdom with a copy of its instructions to the Crown Agents given in accordance with the foregoing provisions of paragraph 3. The Executive Council of the Republic of Zaire, or the Crown Agents on their behalf, shall, at the same time and as 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 of each such officer.

5. Where the Executive Council of the Republic of Zaire propose that part of the grant shall be allocated to the costs of a project, they shall forward to the Government of the United Kingdom through the British Embassy in Kinshasa a description of the project and its location and shall provide such further details as the Government of the United Kingdom may require.

6. The Government of the United Kingdom shall notify the Executive Council of the Republic of Zaire whether their proposal to allocate part of the grant to the costs of a project is approved, and the two Governments will together examine any special conditions attached to the realisation of the project. If the project has not previously been agreed between the Executive Council of the Republic of Zaire and the Government of the United Kingdom, the approval of the Government of the United Kingdom of a proposal under this paragraph shall constitute agreement to the project.

7. Save to the extent (if any) to which the Government of the United Kingdom may otherwise agree, drawings from the grant 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, in the case of chemical and allied products, goods which are duly declared to be of United Kingdom origin in the form set out in Annex C (Chemicals) to this Note, 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 by the Executive Council of the Republic of Zaire and accepted by the Crown Agents acting on behalf of the Government of the United Kingdom for financing from the grant; and
 - (iii) is a contract entered into after the date of this Note and before 30 September 1979 in such proportion and in respect of such goods and services as are accepted by the Government of the United Kingdom for financing from the grant;
- (b) for payment of sterling charges and commissions payable in the United Kingdom to the Crown Agents in respect of their services on behalf of the Executive Council of the Republic of Zaire in connection with the grant.

8. Where the Executive Council of the Republic of Zaire propose that part of the grant shall be applied to a contract as described in paragraph 7(a) of this Note, 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 thereof 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 or Annex C (Chemicals) (whichever is appropriate) to this Note.

9. After the Crown Agents acting on behalf of the Government of the United Kingdom have considered the documents referred to in paragraph 8 of this Note, they shall decide whether and to what extent a contract is eligible for payment from the grant.

10. To the extent that the Crown Agents acting on behalf of the Government of the United Kingdom so accept a contract or transaction and arrange for 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 Executive Council of the Republic of Zaire in the form set out in Annex C(i) to this Note, make payments in sterling into the Account, and each such payment shall constitute a drawing on the grant.

11. Unless both Governments agree that there are reasonable grounds to indicate that disbursements on agreed projects will be delayed, in which case the date hereafter may be altered to another mutually agreed date, payments into the Account shall not be made after 31 March 1980.

12. 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 7(a) refers, withdrawals shall be made on receipt by the Crown Agents of Payment Certificates from the contractors concerned, in the form shown in Annex D hereto and the invoices (or a photo-copy or duplicate of such invoices) referred to therein, or the invoices only relating to contracts in respect of which a contract certificate in the form shown in Annex C (Chemicals) to this Note has been provided;
- (b) the Crown Agents shall debit the Account for payments to which paragraph 7(b) refers and shall inform the Executive Council of the Republic of Zaire of the amount so debited.

13. If any monies which have been paid out of the Account are subsequently refunded either by a contractor or by a guarantor the Executive Council of the Republic of Zaire shall, so long as there are payments or reimbursements to be made from the Account, pay an equivalent of such sums into the Account.

14. Six months after the date of the last withdrawal from the Account in accordance with paragraph 12 of this Note, any balance remaining in the Account shall be disbursed as arranged between our two Governments.

15. Goods shall be shipped and insured in accordance with normal commercial competitive practice and not be directed to ships or companies of any particular flag or country. Provided payments for these services are made in sterling to the United Kingdom they may be met from the grant.

16. In the case of non-completion of a project financed under this Agreement, the excess and the complementary costs will be borne by the Executive Council of the Republic of Zaire. During the joint examination referred to in paragraph 6 above, the two Governments shall consult together about the application of this paragraph in those cases where it is appropriate to a project.

17. The Executive Council of the Republic of Zaire shall permit officers from the British Embassy at Kinshasa and other servants or agents of the Government of the United Kingdom to visit any project for which any part of the grant is allocated or made available and afterwards shall furnish such officers, servants or agents with such information relating to the use of the goods and services as the latter may reasonable require.

18. If the foregoing proposals are acceptable to the Executive Council of the Republic of Zaire, I have the honour to suggest that the present Note together with your reply in that sense shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply and the Agreement shall be referred to as the United Kingdom/Zaire Grant 1976.

I avail myself of this opportunity to renew to you, Citoyen State Commissioner, the assurances of my highest consideration.

REGINALD E. PRENTICE

A N N E X A

EXECUTIVE COUNCIL OF THE REPUBLIC OF ZAIRE

To: The Crown Agents for Oversea Governments
and Administrations
4 Millbank
London SW1P 3JD

Dear Sirs

United Kingdom/Zaire Grant 1976

1. I confirm your appointment as agents of the Executive Council of the Republic of Zaire (hereinafter called "the Executive Council") in connection with the administration in the United Kingdom of the above-mentioned Grant which is for a sum not exceeding two million pounds sterling.

2. I have to request you on behalf of the Executive Council to open a Special Account in the name of the Executive Council to be styled United Kingdom/Zaire Grant 1976 Account (hereinafter called "the Account").

3. Payments into the Account will be made from time to time by the Government of the United Kingdom of Great Britain and Northern Ireland on receipt of requests in the form shown in Annex C(i) to the United Kingdom/Zaire Grant Agreement 1976 (a copy of which is attached hereto) and which you are hereby authorised to present on behalf of the Executive Council. The amount of the Grant to be drawn on any one occasion will be sufficient, together with any balance which may be available in the Account, to cover the payments properly due from the Grant in accordance with paragraphs 9, 10 and 11 of the Agreement. It is possible that, as a result of refunds becoming due from contractors, payments into the Account will also be made by the Executive Council itself.

4. Payments from the Account are to be made only in respect of the payments and reimbursements falling due under the provisions of paragraph 6 and in respect of contracts described in paragraph 4 of the Agreement referred to above and in the manner and subject to the conditions described in paragraph 12 of that Agreement.

5. You are to send to the Executive Council at the end of each month a detailed statement showing all debits and credits to the Account during the month.

6. You are to send to the Government of the United Kingdom with copies to the Executive Council specimen signatures of the Officers of the Crown Agents authorised to sign Requests for Drawings on behalf of the Executive Council.

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

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

Yours faithfully,

For the Executive Council of the Republic of Zaire

A N N E X B

UNITED KINGDOM/ZAIRE GRANT 1976

NOTIFICATION OF CONTRACT

To: 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 Grant.

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:

Date

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 Signed on behalf of Executive Council
 of the Republic of Zaïre

A N N E X C

UNITED KINGDOM/ZAIRE GRANT 1976

*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 importing 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 to 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 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

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

A N N E X C (CHEMICALS)

UNITED KINGDOM/ZAIRE GRANT 1976

CONTRACT CERTIFICATE FOR CHEMICALS AND ALLIED PRODUCTS ONLY

1. Date of Contract Contract No.
 Project Title (if appropriate)

2. Description of product(s) to be supplied to purchaser (Note A)	£ Price	U.K. Tariff Classification No. (Note B)	Is the product of U.K. origin? (See Note C) State Yes or No

- 3. Total (estimated) Contract Price payable by Purchaser in Sterling — £
- 4. (*Declaration*) I hereby declare that I am employed in the United Kingdom by the contractor named below and have the authority to sign this certificate, and that the above information is correct.

Signed

Position held

Name and address of Contractor

Date

NOTES:

A. This form is only to be used for chemical and allied products, most of which are covered by the appropriate sub-headings of Chapters 15, 25, 28-35 and 37-40 of the U.K. Tariff.

B. See:

- (i) *H.M. Customs and Excise Tariff* H.M.S.O.
- (ii) *Classification of Chemicals in Brussels Nomenclature* H.M.S.O.

C. (i) A product is regarded as "U.K. origin" if made either wholly from indigenous UK materials OR according to the appropriate EFTA qualifying process using imported materials wholly or in part.

(ii) The EFTA qualifying processes are set out in Schedule I of the *EFTA Compendium for Use of Exporters*, H.M.S.O.

(iii) For the purpose of this declaration it is to be emphasised that the "alternative percentage criterion" DOES NOT APPLY.

(iv) The words "Area Origin" where they appear in the above Schedule must be taken to mean "U.K. Origin" only.

(v) For the purposes of this declaration, the "Basic Materials List" (Schedule III of the *EFTA Compendium*) does not apply.

(vi) If a qualifying process is not listed for the material in question, advice should be sought from the CS4 Department, Crown Agents for Oversea Governments and Administrations, 4 Millbank, London, SW1 3JD.

D. For the purpose of this declaration the U.K. includes the Channel Islands and the Isle of Man.

A N N E X C (i)

UNITED KINGDOM/ZAIRE GRANT 1976

REQUEST FOR DRAWING

D.R. No.

Dear Sirs,

Please pay the sum of £ to the United Kingdom/Zaire Grant 1976. Account at the Crown Agents.

This sum shall on payment into the Account constitute a drawing on the Grant.

The balance in hand is £

Yours faithfully,

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 For the Crown Agents acting on behalf of
 the Executive Council of the Republic of Zaire

Funding approved ODA

A N N E X D

UNITED KINGDOM/ZAIRE GRANT 1976

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 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.

<i>N° de la facture de l'adjudicataire</i>	<i>Date</i>	<i>Montant</i>	<i>Signalement marchandises, travaux et/ou service</i>
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ii) Les montants spécifiés au paragraphe (i) ne comprennent aucun produit étranger autres que ceux déjà déclarés aux paragraphes 5, 6, et 7 du certificat de contrat.

iii) Je suis habilité à signer la présente attestation pour le compte de l'adjudicataire nommé ci-dessous :

Signature

Fonctions

Pour et au nom de

Nom et adresse de l'adjudicataire

NOTE : Aux fins de la présente déclaration, le Royaume-Uni comprend les îles Anglo-Normandes et l'île de Man.

[TRANSLATION¹ — TRADUCTION²]

London, 11 October 1976

Excellency,

I have the honour to acknowledge receipt of your Note of 11 October 1976 which reads as follows:

[See note I]

I have the honour to inform you that the above proposals are acceptable to the Executive Council of the Republic of Zaire who therefore accept that Your Excellency's Note and its annexes together with this reply shall constitute an Agreement between the two States. This Agreement shall enter into force on today's date and shall be referred to as the "United Kingdom/Zaire Grant 1976".

The State Commissioner,

[Signed]

NGUZA KARL I BOND
Permanent Member of the Political Bureau

[Annexes as under note I]

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.