### No. 18735

## UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

# and IVORY COAST

- Exchange of notes constituting an agreement concerning a loan by the Government of the United Kingdom to the Government of the Ivory Coast (with annexes). Abidjan, 10 December 1977
- Exchange of notes constituting an agreement amending the above-mentioned Agreement. Abidjan, 1 June and 13 November 1978

Authentic text of the Agreement: French.

Authentic texts of the Amending Agreement: French and English.

Registered by the United Kingdom of Great Britain and Northern Ireland on 18 April 1980.

## ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD

### et CÔTE D'IVOIRE

- Échange de notes constituant un accord concernant un prêt du Gouvernement du Royaume-Uni au Gouvernement ivoirien (avec annexes). Abidjan, 10 décembre 1977
- Échange de notes constituant un accord modifiant l'Accord susmentionné. Abidjan, 1er juin et 13 novembre 1978

Texte authentique de l'Accord : français.

Textes authentiques de l'Amendement : français et anglais.

Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 18 avril 1980.

### [Translation<sup>1</sup> — Traduction<sup>2</sup>]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>3</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF THE IVORY COAST CONCERNING A LOAN BY THE GOVERNMENT OF THE UNITED KINGDOM TO THE GOVERNMENT OF THE IVORY COAST

I

Her Majesty's Ambassador at Abidjan to the Minister of Economy, Finance and Planning of the Ivory Coast

### BRITISH EMBASSY ABIDJAN

Your Excellency,

United Kingdom/Ivory Coast Development Loan 1977

I have the honour to refer to discussions between our Governments about development aid and to inform Your Excellency that it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland to make available to the Government of the Republic of the Ivory Coast by way of a loan a sum not exceeding £250,000 (two hundred and fifty thousand pounds sterling) (hereinafter referred to as "the loan") towards the cost of certain development projects.

- 2. This letter sets out the provisions and procedures for the provision and repayment of the loan money so made available which in so far 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 intends to adopt. It is the understanding of the Government of the United Kingdom that the Government of the Republic of the Ivory Coast intends to adopt these arrangements and procedures in so far as they relate to things to be done by or on behalf of, or to matters under the control of, the Government of the Ivory Coast.
- 3. The projects to be assisted from the loan shall be jointly approved by the Government of the Republic of the Ivory Coast and the Government of the United Kingdom. Drawings from the loan shall be applied, subject to the provision of paragraph 5, to payments under contracts made in furtherance of such projects. Unless the Government of the United Kingdom notifies the Government of the Republic of the Ivory Coast otherwise in writing, no project shall be eligible for assistance from the loan unless it is approved by the Government of the United Kingdom between the date of this letter and 30 April 1979 and no payment shall be made in respect of any such contract or costs unless the contract or other relevant transaction is entered into after the date of this letter and before 31 January 1980. All procurement and shipment of goods in respect of the loan shall be undertaken by the Crown Agents for Oversea Governments and Administrations, 4, Millbank, London SW1P 3JD (hereinafter referred to as "the Crown Agents").

<sup>&</sup>lt;sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>&</sup>lt;sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>&</sup>lt;sup>3</sup> Came into force on 1 January 1978, in accordance with the provisions of the said notes.

- 4.1. For the purposes of applying these arrangements, the Government of the Republic of the Ivory Coast shall, by a request in the form set out in Appendix A to this letter, open a special account (hereinafter referred to as "the Account") with the Crown Agents. The Account shall be operated solely for the purposes of the loan and in accordance with the instructions contained in the said request.
- 4.2. 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 the Republic of the Ivory Coast shall furnish the Government of the United Kingdom with a copy of its instructions to the Crown Agents given in accordance with the provisions of paragraph 4.1. The Crown Agents acting on behalf of the Government of the Republic of the Ivory Coast, 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 of the Crown Agents 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. Save to the extent to which the Government of the United Kingdom notifies the Government of the Republic of the Ivory Coast otherwise in writing, drawings from the loan shall be used as provided in paragraph 3 of this letter only:
- (a) For payments under a contract for the purchase in the United Kingdom (which expression in this letter shall be deemed to include the Channel Isles 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 on the form set out in Appendix C to this letter (Chemical products), 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:
  - Provides for payment in sterling to persons carrying on business in the United Kingdom;
     and
  - (ii) Is approved by the Government of the Republic of the Ivory Coast and accepted by the Crown Agents acting on behalf of the Government of the United Kingdom for financing from the loan;
- (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 Government of the Republic of the Ivory Coast in connection with this loan.
- 6.1. Where the Government of the Ivory Coast proposes that part of the loan shall be allocated to a project approved in principle only, they shall forward to the Government of the United Kingdom through the British Embassy to the Ivory Coast such further details as the Government of the United Kingdom may require. The Government of the United Kingdom shall notify the Government of the Republic of the Ivory Coast whether its proposal to allocate part of the loan to the project is approved, and any special conditions attached to such approval. If the project has not previously been agreed between the Government of the Republic of the Ivory Coast and the Government of the United Kingdom the approval of the Government of the United Kingdom to a proposal under the sub-paragraph shall constitute final approval of the project. The Government of the Republic of the Ivory Coast shall seek the prior approval of the Government of the United Kingdom if at any time it is necessary to amend the approved project.
- 6.2. Where the Government of the Republic of the Ivory Coast proposes that part of the loan shall be applied to a contract as described in sub-paragraph 5 (a) of this letter and in furtherance of an approved project, that Government shall ensure that the Crown Agents acting on their behalf, obtain at the earliest opportunity a copy of the prepared contract, and two copies of a certificate from the United Kingdom contractor concerned in the form set out in Appendix B or Appendix C (Chemical products) to this letter.
- 7.1. The Crown Agents, acting on behalf of the Government of the United Kingdom, after having considered the documents referred to in paragraph 6.2 of this letter, shall decide whether and to what extent a contract is eligible for financing from the loan.

- 7.2. To the extent that the Crown Agents, acting on behalf of the Government of the United Kingdom, so accept a contract 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 the Republic of the Ivory Coast in the form set out in Appendix D to this letter, make payments in sterling into the Account and each such payment shall constitute a drawing on the loan.
- 7.3. Unless the Government of the United Kingdom notifies the Government of the Ivory Coast otherwise in writing, payments into the Account shall not be made after 31 January 1980.
- 8. 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 in the cases to which sub-paragraph 5 (a) of this letter refers, withdrawals shall be made only on receipt by the Crown Agents of:
  - (i) Payment Certificates from the contractors concerned in the form shown in Appendix E to this letter and the invoices referred to therein; or
  - (ii) The invoices only in relation to contracts in respect of which a Contract certificate in the form shown in Appendix C (Chemical products) to this letter has been provided.
- (b) The Crown Agents shall debit the Account for payments to which sub-paragraph 5 (b) refers and shall notify the Government of the Republic of the Ivory Coast of amounts so debited, and likewise the total amount of the Loan used and the unused balance of the Loan.
- (c) Photocopies or duplicates of invoices may be submitted instead of the originals for the purpose of this paragraph.
- 9.1. If any sums that have been paid out of the Account are subsequently refunded by a contractor or guarantor, the Government of the Republic of the Ivory Coast shall, so long as there are payments or reimbursements to be made from the Account, pay an equivalent of such sums into the Account and, in any other case, apply the refunds to the reduction of the loan.
- 9.2. Six months after the date of the last withdrawal from the Account in accordance with paragraph 8 of this letter, any balance remaining in the Account shall be remitted to the Government of the United Kingdom in reduction of the loan.
- 10. Goods shall be insured and shipped in accordance with normal commercial competitive practice and not be directed to ships or companies of any particular flag or country. Provided payment for these services is made in sterling in the United Kingdom they may be met from the loan.
- 11. The Government of the Republic of the Ivory Coast shall ensure the provision of such finance additional to the loan finance provided in accordance with the arrangements set out in this letter as may be needed to complete each approved project and shall ensure that such finance shall be provided during the same period as the loan finance and in accordance with any programme of disbursements agreed between that Government and the Government of the United Kingdom.
- 12. The Government of the Republic of the Ivory Coast shall repay to the Government of the United Kingdom in pounds sterling in London the total sum borrowed under the provisions set out in this letter, such repayment 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 for that instalment, only the amount then outstanding need be paid:

### INSTALMENTS

Date due	Amount (pounds sterling)
1 July 1981 and on 1 November of the succeeding 21 years	5,700
1 January 1982 and on 1 May of the succeeding 20 years	5,700
1 January 2002	4,900

- 13. The Government of the Republic of the Ivory Coast shall pay to the Government of the United Kingdom in pounds sterling in London interest on drawings from the loan in accordance with the following provisions:
- (a) In respect of each drawing the rate of interest shall be six per cent per annum;
- (b) Interest shall be calculated on a day to day basis on the balance of the loan for the time being outstanding;
- (c) The first payment of accrued interest (if any) shall be made on 1 July 1978 and subsequent payments shall be made on 1 January 1979 and thereafter on 1 July and 1 January in each year.
- 14. The Government of the Republic of the Ivory Coast shall repay the total amount borrowed and the interest thereon to the Government of the United Kingdom as specified in paragraphs 12 and 13 of this letter, through the intermediary of the Caisse autonome d'amortissement.
- 15. Notwithstanding the provisions of paragraph 12 of this letter, the Government of the Republic of the Ivory Coast 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 outstanding, together with the accrued interest thereon, calculated as in paragraph 13, up to the date of payment.
- 16. The Government of the Republic of the Ivory Coast shall permit officers of the British Embassy and other servants or agents of the Government of the United Kingdom to visit any project for which any part of the loan is allocated or made available and shall furnish such officers, servants or agents with such information relating to the projects and the progress and financing thereof as the latter may reasonably require.
- 17. If the foregoing provisions are also acceptable to the Government of the Republic of the Ivory Coast, I have the honour to propose that the present letter and the Appendices thereto together with Your Excellency's reply in this respect shall constitute an Agreement between the two Governments which shall enter into force on 1 January 1978 and shall be known as "The United Kingdom/Ivory Coast Development Loan Agreement 1977".
- 18. I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

J. B. WRIGHT Her Britannic Majesty's Ambassador

10 December 1977

### APPENDIX A

### GOVERNMENT OF THE REPUBLIC OF IVORY COAST

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

Dear Sirs,

### United Kingdom/Ivory Coast Development Loan 1977

1. I confirm your appointment as agents of the Government of the Republic of the Ivory Coast (hereinafter called "the Government") in connection with the purchase of goods, works and/ or services under the terms of the above loan to the value of 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/Ivory Coast Development Loan 1977 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 Appendix C (i) to the Exchange of Notes between the British Embassy to the Ivory Coast and the Government of the Republic of the Ivory Coast, dated 19 October 1977 (a copy of which is attached hereto)¹ 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 payments and reimbursements described in paragraph 5 of the above-mentioned Exchange of Notes and in the manner and subject to the conditions described in paragraph 8 of the Exchange of Notes.
- 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 Drawings 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,

# APPENDIX B United Kingdom/Ivory Coast Development Loan 1977

The model for the state of	
Requisition No.:	
O.D.M. 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 a	 ppen	ded to this certificate.
4.	Total contract price payable by purchaser (state c.i.f., c. & f. or f.o.	b.) :	ε

Kingdom).

<sup>1</sup> For various reasons, this Agreement was concluded at a later date (information supplied by the Government of the United

If goods are to be supplied the following sections must be completed. If the contractor is exporting

		y, the information requested should be obtained from manufacturer.
pur	chase	nated % of the f.o.b. value of the goods not originating in the United Kingdom, but d by the contractor directly from abroad, i.e., % of imported raw material or components nanufacture.:
	(a)	% FOB value
	(b)	Description of items and brief specifications
wo		y raw material or components used originated from abroad, e.g., copper, asbestos, cotton, p, etc., but have been purchased in the United Kingdom by the contractor for this contract,
	(a)	% FOB value
	(b)	Description of items and brief specifications
If s	ervice	es are to be supplied, the following section should also be completed.
	State entry l	e the estimated value of any work to be done or services performed in the purchaser's by:
	(a)	Your firm (site engineer's charges, etc.)

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.

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

(b) Local contractor .....

, - , - ,	
Signed	
Position held	
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.

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

FOR OFFIC	IAL USE ONLY						
Name or	number of Pro	iect					
		Accep			Pay	ments	
Amount committed	Date of entry	Date	Initials	Date	Amount	PA No.	Initials
£							
			APPEN	DIX C			
Requisitio	n No						
	Unit	ED KINGDOM	Ivory Coas	T DEVELOPM	ent Loan 1	977	
		CC	ONTRACT C	<i>ERTIFICATE</i>	7		
				ERTIFICATE			
1. Date	of Contract	FOR CHEMI	CAL AND AL		TS ONLY	ontract No.	•••••
	of Contract	FOR CHEMI	CAL AND AL	LIED PRODUC	TS ONLY	ontract No.	
Project  2. Description  Production  Supplied	-	FOR CHEMI	CAL AND AL	LIED PRODUC	TS ONLY	ontract No.	Is the product of U.K. origin? (See Note C) State Yes or No
Project  2. Design Prodesupplied	ct Title (if app cription of act(s) to be to Purchaser	FOR CHEMI	CAL AND AL	LIED PRODUC  U.S.  Clas	TS ONLY  Co  K. Tariff sification No.	ontract No.	Is the product of U.K. origin? (See Note C)
Proje  2. Desi Prode supplied	cription of to Purchaser Note A)	FOR CHEMI	CAL AND AL  £ Price	LIED PRODUC  U.8  Clas	TS ONLY  Co  X. Tariff sification No. Vote B)	ontract No.	Is the product of U.K. origin? (See Note C)
Project Production Production Production Production Production Production Project Proj	ct Title (if app cription of act(s) to be to Purchaser Note A)	FOR CHEMI	CAL AND AL  £ Price	LIED PRODUC  U.8  Clas	Co	ontract No.	Is the product of U.K. origin? (See Note C)
Proje  2. Dess Prode supplies (i)	ct Title (if app	FOR CHEMI	CAL AND AL  £ Price	LIED PRODUC  U.8  Clas	Co	ontract No.	Is the product of U.K. origin? (See Note C)
Proje  2. Desc. Prode supplied (i)	ct Title (if app	FOR CHEMI	£ Price	U.B. Clas	TS ONLY  Co  X. Tariff sification No. Note B)	ontract No.	Is the product of U.K. origin? (See Note C)
Proje  2. Desc. Produsupplied (i)	ct Title (if app	FOR CHEMI	£ Price	U.B. Clas	Control Contro	ontract No.	Is the product of U.K. origin? (See Note C) State Yes or No
Proje  2. Desc. Produsupplied (i)	ct Title (if app	FOR CHEMI	£ Price	U.B. Clas	TS ONLY  Co  X. Tariff sification No. Note B)	ontract No.	Is the product of U.K. origin? (See Note C)
Proje  2. Dess. Prod. supplied (l)  3. Total	ct Title (if app	ropriate)	£ Price payable by I	U.A. Clas  (A	Control Contro		Is the product of U.K. origin? (See Note C) State Yes or No
Proje  2. Dess. Produsuplied (i)  3. Total  4. (Deco	ct Title (if app	ropriate)	£ Price payable by I	U.A. Class  (A	Control Contro	gdom by th	Is the product of U.K. origin? (See Note C) State Yes or No.
Proje  2. Dess. Produsuplied (i)  3. Total  4. (Deco	ct Title (if app	ropriate)	£ Price payable by I	U.A. Class  (A	Control Contro	gdom by th	Is the product of U.K. origin? (See Note C) State Yes or No.
Proje  2. Dess. Produsuplied (i)  3. Total  4. (Deco	ct Title (if app	ropriate)	£ Price payable by I	U.A. Clas  (A	Control Contro	gdom by the	Is the product of U.K. origin? (See Note C) State Yes or Note State Yes or Yes

**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.

Date .....

- 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 U.K. 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 purposes 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 Loans Administration Section, Finance Department, Ministry of Oversea Development, Eland House, Stag Place, London, SW1E 5DH.
- D. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

### APPENDIX D

REQUEST FOR DRAWING
Crown Agents for Oversea Governments and Administrations, 4, Millbank, London, SWIP 3JD
D.F. No
Dear Sirs,
Please pay the sum of £to the United Kingdom/Ivory Coast Development Loan 1977 Account at the Crown Agents.  This sum shall, on payment into the Account, constitute a drawing on the Loan.
The balance in hand is £  Yours faithfully
For the Crown Agents on behalf of the Government of the Republic of the Ivory Coast
Funding ApprovedODM
Finance Department Ministry of Oversea Development Eland House Stag Place London, SW1E 5DH

### APPENDIX E

### United Kingdom/Ivory Coast Development Loan 1977

### PAYMENT CERTIFICATE

	IAIML	MI CERTIFICATE	
I hereby certi	fy 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			
Contractor's Invoice No.	Date	Amount £	Short description of goods, works and/or services
(ii) The amo	nunts specified in paragr	aph (i) do not include any ac	ditional foreign content to
		7 of the contract certificate.	
(iii) I have t	he authority to sign this	certificate on behalf of the C	Contractor named below.
		Signed	
		Position held	
		For and on behalf of	
	Name	e and Address of Contractor	
		Date	

Note: For the purpose of this declaration, the United Kingdom includes the Channel Islands and the Isle of Man.

П

The Minister of Economy, Finance and Planning of the Ivory Coast to Her Majesty's Ambassador at Abidjan

Abidjan, December 10, 1977

Your Excellency,

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

### [See note I]

I have the honour to confirm that the foregoing provisions are acceptable to the Government of the Ivory Coast and that your letter and its Appendices together with this

reply shall constitute an Agreement between the two Governments which shall enter into force on 1 January 1978 and shall be known as "the United Kingdom/Ivory Coast Development Loan Agreement 1977".

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

A. Koné

[Annexes as under note I]

EXCHANGE OF NOTES CONSTI-TUTING AN AGREEMENT<sup>1</sup> BE-TWEEN THE GOVERNMENT OF THE UNITED KINGDOM GREAT BRITAIN AND NORTH-ERN IRELAND AND THE GOV-ERNMENT OF THE REPUBLIC OF THE IVORY COAST AMEND-ING THE AGREEMENT OF 10 DE-CEMBER 1977 CONCERNING A LOAN BY THE GOVERNMENT OF THE UNITED KINGDOM TO THE GOVERNMENT OF THE IVORY COAST<sup>2</sup>

ÉCHANGE DE NOTES CONSTI-TUANT UN ACCORDI ENTRE LE GOUVERNEMENT ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU ET LE NORD **GOUVERNE-**MENT DE LA RÉPUBLIQUE DE D'IVOIRE **MODIFIANT** L'ACCORD DU 10 DÉCEMBRE 1977 CONCERNANT UN PRÉT GOUVERNEMENT ROYAUME-UNI AU GOUVER-NEMENT IVOIRIEN2

I

### [Translation<sup>3</sup>—Traduction<sup>4</sup>]

Her Majesty's Ambassador at Abidjan to the Minister of Economy, Finance and Planning of the Ivory Coast

### BRITISH EMBASSY ABIDJAN

1 June 1978

à Abidjan au Ministre de l'economie, des finances et de la planification de la Côte

1er juin 1978

101/1

Your Excellency,

I have the honour to refer to the Loan Agreement for Agricultural Development of 1977 between the United Kingdom and the Ivory Coast, signed at Abidian on 10 December 1977.

I would like to propose the following modifications to paragraph 12 of this Agreement:

- 1 July instead of 1 November;
- 1 January instead of 1 May;

101/1

Excellence,

d'Ivoire

J'ai l'honneur de me référer à l'accord de Prêt pour le développement agricole au titre de 1977 entre le Royaume-Uni et la Côte d'Ivoire signé à Abidjan le 10 décembre 1977.

L'Ambassadeur de Sa Majesté britannique

J'aimerai proposer les modifications suivantes au paragraphe 12 de cet accord :

- 1<sup>er</sup> juillet au lieu de 1<sup>er</sup> novembre; (a)
- 1<sup>er</sup> janvier au lieu de 1<sup>er</sup> mai;

<sup>&</sup>lt;sup>1</sup> Came into force on 13 November 1978, the date of the note in reply, in accordance with the provisions of the said

<sup>&</sup>lt;sup>2</sup> See p. 140 of this volume.

<sup>3</sup> Translation supplied by the Government of the United

<sup>&</sup>lt;sup>4</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>&</sup>lt;sup>1</sup> Entré en vigueur le 13 novembre 1978, date de la note de réponse, conformément aux dispositions desdites notes.

<sup>&</sup>lt;sup>2</sup> Voir p. 130 du présent volume.

(c) 1 January 2003 instead of 1 January 2002.

If these modifications are acceptable to the Government of the Republic of the Ivory Coast, I have the honour to propose that this Note and Your Excellency's reply shall constitute an Agreement between the two Governments which shall enter into force from the date of your reply.

Please accept, Your Excellency, the assurance of my highest consideration.

J. B. WRIGHT British Ambassador (c) 1er janvier 2003 au lieu de 1er janvier 2002.

Si le Gouvernement de la République de Côte d'Ivoire accepte ces modifications, j'ai l'honneur de proposer que cette note et la réponse de Votre Excellence constituent un accord entre les deux gouvernements qui prendra effet à dater de celle-ci.

Je vous prie d'agréer, Excellence, l'assurance de ma très haute considération.

J. B. WRIGHT Ambassadeur de Grande-Bretagne

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The Minister of Economy, Finance and Planning of the Ivory Coast to Her Majesty's Ambassador at Abidjan

MINISTRY OF ECONOMY AND FINANCE AND PLANNING REPUBLIC OF THE IVORY COAST Le Ministre de l'économie, des finances et de la planification de la Côte d'Ivoire à l'Ambassadeur de Sa Majesté britannique à Abidjan

Abidjan

### Excellency,

In reply to your letter No. 101/1 of 1 June 1978, I have the honour to let you have my agreement concerning the modifications of paragraph 12 of the Agreement for the loan of £250,000 for Agricultural Development.

In consequence, paragraph 12 as modified now reads as follows:

### INSTALMENTS

Date due	Amount (pounds sterling)
Ist July and 1st July of each fol- lowing year for 21 years	5,700
1st January 1982 at 1st January of each following year for 20	
years	5,700
1st January 2003	4,900

I hereby confirm that the Republic of the Ivory Coast accepts your proposal. Therefore your Excellency's note and this letter constitute an agreement between the two Excellence,

Faisant suite à votre lettre nº 101/1 du 1er juin 1978, j'ai l'honneur de vous marquer mon accord concernant les modifications au paragraphe 12 de l'accord de prêt de 250 000 livres sterling pour le développement agricole.

En conséquence, le paragraphe 12 modifié se lit désormais de la façon suivante :

#### VERSEMENTS

Date d'échéance	Sommes (livres sterling)
ler juillet et 1er juillet de chacune des années suivantes pendant 21 ans	5 700
pendant 20 ans	5 700
1er janvier 2003	4 900

Je vous confirme par la présente que la République de Côte d'Ivoire accepte votre proposition. Ainsi la note de Son Excellence et cette lettre constituent un accord Governments and takes effect from this day.

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

Made at Abidjan 13 November 1978.

entre les deux gouvernements et qui prend effet à dater de ce jour.

Je vous prie d'agréer, Excellence, l'assurance de ma haute considération.

Fait à Abidjan le 13 novembre 1978.

A. Koné

A. Koné