

No. 19023

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

**Exchange of notes constituting an agreement concerning a loan by the Government of the United Kingdom to the Government of Senegal (with appendices). Dakar, 6 April 1979**

*Authentic text: French.*

**Exchange of notes constituting an agreement amending the above-mentioned Agreement. Dakar, 8 June 1979**

*Authentic texts: French and English.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 13 August 1980.*

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

**Échange de notes constituant un accord relatif à un prêt du Gouvernement du Royaume-Uni au Gouvernement du Sénégal (avec annexes). Dakar, 6 avril 1979**

*Texte authentique : français.*

**Échange de notes constituant un accord modifiant l'Accord susmentionné. Dakar, 8 juin 1979**

*Textes authentiques : français et anglais.*

*Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 13 août 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 SENEGAL CONCERNING A LOAN BY THE GOVERNMENT OF THE UNITED  
KINGDOM TO THE GOVERNMENT OF SENEGAL

I

*Her Majesty's Ambassador at Dakar to the Minister of Finance  
and Economic Affairs of Senegal*

BRITISH EMBASSY  
DAKAR

6 April 1979

Your Excellency,

*United Kingdom/Senegal Loan 1979*

1. I have the honour to inform you that it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the Government of the United Kingdom") to make available to the Government of the Republic of Senegal by way of a loan a sum not exceeding £1,002,000 (one million and two thousand pounds sterling) (hereinafter called the "loan") as a contribution towards the cost of one HS 748 passenger transport aircraft and initial spares to be purchased from British Aerospace Aircraft Group of Manchester, England (hereinafter referred to as the "Contractors"). The loan shall be used only to meet one third of the total contract value of £2,995,000 and for the loan management charges of the Crown Agents for Oversea Governments and Administrations (hereinafter referred to as the "Crown Agents"), and shall be on condition that the balance of the contract price is provided partly by a loan made by the Contractors, guaranteed by Export Credits Guarantee Department, and partly by a loan made by Citibank. The Government of the United Kingdom shall require evidence that the Government of the Republic of Senegal has entered into agreements with the Contractors and Citibank covering the balance of the contract price.

2. Save to the extent to which the Government of the United Kingdom shall notify the Government of the Republic of Senegal otherwise in writing, the loan allocations shall be made in accordance with the following paragraphs of this Note.

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

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

<sup>3</sup> Came into force on 6 April 1979, the date of the note in reply, in accordance with the provisions of the said notes.

3. Subject to the overall limit shown in paragraph 1 and subject to paragraph 7 of this Note, drawings from the loan shall be applied to payment of the Contractors and shall become due and payable for the aircraft as follows:

(a) 15% of total contract value to be paid upon signature of contract .....	£449,250
(b) 18% of total contract value to be paid upon delivery of the aircraft .....	£549,083
	<u>£998,333</u>

#### INITIAL PROCEDURE

4. For the purposes of these arrangements, the Government of the Republic of Senegal shall, by a request in the form set out in appendix A to this Note, 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.

5. As soon as the Account is opened, and before taking any other steps required by these arrangements for obtaining any part of the loan, the Government of the Republic of Senegal shall furnish the Government of the United Kingdom with a copy of their instructions to the Crown Agents. The Crown Agents acting on behalf of the Government of the Republic of Senegal 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, and shall furnish a specimen signature in duplicate of each such officer.

6. To the extent that the Crown Agents, acting on behalf of the Government of the United Kingdom, accept

- (a) A request from the Contractors for a payment in accordance with paragraph 3 of this Note; or
- (b) Reimbursement of charges incurred by the Government of the Republic of Senegal under section B of paragraph 7,

the Government of the United Kingdom shall, on receipt of the request from the Crown Agents acting on behalf of the Government of the Republic of Senegal in the form set out in appendix B to the Note, make payments in sterling into the Account and each such payment shall constitute a drawing on the loan.

7. Save to the extent (if any) to which the Government of the United Kingdom shall notify the Government of the Republic of Senegal otherwise in writing, drawings from the loan shall be used as provided in paragraph 3 of this Note only and according to the procedures set out in the following sections A and B.

#### SECTION A

Before any payments are made the Government of the Republic of Senegal shall ensure that the Crown Agents, acting on their behalf, obtain a copy of the contract from the Contractors. For payments made under the contract, withdrawals from the Account shall be made on receipt and acceptance by the Crown

Agents of a Payment Claim from the Contractors in the form set out in appendix C to this Note certifying that payment is properly due under the terms and conditions set out in paragraph 3 above. For payment under paragraph 3 (b), the Payment Claim shall be accompanied by a certificate of acceptance signed on behalf of the Government of the Republic of Senegal in accordance with the terms of the contract.

#### SECTION B

For payment of settling 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 Senegal in connection with the loan, the Crown Agents shall debit the Account for these payments and shall inform the Government of the Republic of Senegal of the amounts so debited.

8. The loan shall not be used to meet the cost of any taxes, fees, import or customs duties imposed directly or indirectly by the Government of the Republic of Senegal on goods and services provided.

9. Unless the Government of the United Kingdom otherwise agrees the period for the disbursement of this loan shall expire on 31 October 1979.

10. If any moneys that have been paid out of the Account are subsequently refunded to the Government of the Republic of Senegal either by the Contractor or by a Guarantor the Government of the Republic of Senegal shall pay the equivalent in sterling of such sums into the Account.

11. Any balance remaining in the Account six months after the last date for disbursement of the loan shall be remitted to the Government of the United Kingdom.

12. The Government of the Republic of Senegal shall in accordance with paragraph 1 of this Note provide such finance additional to the loan as may be required to purchase the aircraft, and shall ensure that it is provided within the same period as the loan and in accordance with any programme of disbursement mutually agreed by the Government of the United Kingdom and the Government of the Republic of Senegal.

13. In the event of the aircraft not being delivered to the Government of the Republic of Senegal, the Government of the United Kingdom shall have the right to recover immediately any sums drawn from the loan.

14. The Government of the Republic of Senegal shall permit authorised personnel of the Government of the United Kingdom to inspect the aircraft whilst under construction.

15. The Government of the Republic of Senegal shall repay to the Government of the United Kingdom in pounds sterling in London the total sum borrowed under the loan. The repayments shall be made by instalments paid on the dates<sup>1</sup> 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:

<sup>1</sup> In an Exchange of Letters dated 6 July and 10 September 1979, it was agreed that the repayment dates should be 31 March and 30 September in each year. (Information supplied by the Government of the United Kingdom.)

## INSTALMENTS

<i>Date due</i>	<i>Amount</i>
September 1986 and each March and September thereafter until September 2003 inclusive .....	£28.000
March 2004 .....	£22.000

Notwithstanding these provisions the Government of the Republic of Senegal shall be free to repay at any earlier time to the Government of the United Kingdom in pounds sterling in London any part of the loan that is outstanding.

16. The Government of the Republic of Senegal shall pay interest to the Government of the United Kingdom in pounds sterling in London on drawings from the loan, in accordance with the following provisions:

- (a) The rate of interest in respect of each drawing shall be 2% (two per cent) per annum commencing from the draw-down date of the relevant drawing;
- (b) Interest shall be calculated on a day-to-day basis on the balance of the total drawings from the loan for the time being outstanding, after deduction of the total repayments made under the provisions of paragraph 15, the drawings being reduced in chronological order by such repayments for the purposes of the calculation;
- (c) The first payment of accrued interest shall be made in September 1979 and subsequent payments will be made in March and in September in each year, save that if no drawing has been made by September 1979 interest will only be payable in March or September next following the first drawing.

17. The Government of the Republic of Senegal shall advise the Government of the United Kingdom, not less than three months before the first payment of interest in sterling becomes due under the terms of the loan, of the name and address of the agent in London through whom payments of interest in sterling shall be made. At the same time a standing authority shall be issued to the agent to make payments of the amounts of interest in sterling as advised by the Government of the United Kingdom on the dates specified in the loan, and a copy of the authority must be sent to the Government of the United Kingdom. The Government of the Republic of Senegal shall also issue a standing authority to its agent through whom repayments of principal shall be made to make payments of the amounts in sterling on the dates specified in the loan, sending a copy of the authority to the Government of the United Kingdom.

18. If the foregoing proposals are acceptable to the Government of the Republic of Senegal, I have the honour to propose that the present Note, together with its appendices, and Your Excellency's reply in that sense shall constitute an Agreement between the Government of the United Kingdom and the Government of the Republic of Senegal, which shall enter into force on the date of Your Excellency's reply, and which shall be known as the United Kingdom/Senegal Loan 1979.

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

J. E. POWELL-JONES

## APPENDIX A

## GOVERNMENT OF THE REPUBLIC OF SENEGAL

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

Dear Sirs,

*United Kingdom/Senegal Loan 1979*

I confirm your appointment as agents of the Government of the Republic of Senegal (hereinafter called "the Government") in connection with the management in the United Kingdom of the above-mentioned loan which is for a sum not exceeding £1,002,000.

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/Senegal Loan 1979 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 appendix B to the Exchange of Notes between the Government of the United Kingdom and the Government of the Republic of Senegal dated ..... (a copy of which is attached hereto) and which you are authorised to present on behalf of the Government. The amount of the loan 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 loan in accordance with paragraphs 3 and 7 of the Exchange of Notes. It is possible that, as a result of refunds paid by Contractors or Guarantors to the Government, payments into the Account will also be made by the Government themselves.

4. Payments from the Account are to be made only in respect of the amounts falling due under the provisions of paragraph 3 and in the manner and subject to the conditions described in paragraph 7 of the Exchange of Notes referred to above.

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

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

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

Yours faithfully,

For the Government .....

## APPENDIX B

## UNITED KINGDOM/SENEGAL LOAN 1979

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

D.F. No.

*REQUEST FOR DRAWING*

Dear Sirs,

Please pay the sum of £ ..... to the United Kingdom/Senegal Loan 1979 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

Funding Approved ..... ODM

Finance Department  
Ministry of Oversea Development  
Eland House  
Stag Place  
London  
SW1E 5DH

cc Government of the Republic of Senegal

## APPENDIX C

## UNITED KINGDOM/SENEGAL LOAN 1979

*PAYMENT CLAIM*

We hereby certify that the payments referred to below are properly due under the terms and conditions of paragraphs 3 and 7 of the United Kingdom/Senegal Loan Agreement 1979 and the contract between British Aerospace Aircraft Group and the Government of the Republic of Senegal.

<i>Date</i>	<i>Amount</i>	<i>Short description of goods, works and/or services</i>

Would you please arrange for the sum accepted (which acceptance shall not be unreasonably refused and reasons for any such refusal will be given within 30 days) under this claim to be paid by telegraphic transfer into the British Aerospace account: 70953113 at Midland Bank Limited, Poultry and Princes Street, London EC2P 2BX.

I have the authority to sign this certificate on behalf of British Aerospace Aircraft Group.

Signed .....  
 Position held .....  
 For and on behalf of British Aerospace  
 Aircraft Group .....  
 Date .....

## II

*The Minister of Finance and Economic Affairs of Senegal  
 to Her Majesty's Ambassador at Dakar*

Dakar, 6 April 1979

Your Excellency,

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

*[See note I]*

I have the honour to inform you that the above proposals are acceptable to the Government of the Republic of Senegal who therefore accept that Your Excellency's Note and its appendices together with this reply constitute an Agreement between the two Governments. This Agreement shall enter into force on today's date and shall be known as the United Kingdom/Senegal Loan 1979.

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

OUSMANE SECK

*[Appendices as under note I]*



EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> AMENDING THE AGREEMENT OF 6 APRIL 1979 BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL CONCERNING A LOAN BY THE GOVERNMENT OF THE UNITED KINGDOM TO THE GOVERNMENT OF SENEGAL<sup>2</sup>

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> MODIFIANT L'ACCORD DU 6 AVRIL 1979 ENTRE LE GOUVERNEMENT DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SÉNÉGAL RELATIF À L'OCTROI D'UN PRÊT DU GOUVERNEMENT DU ROYAUME-UNI AU GOUVERNEMENT DU SÉNÉGAL<sup>2</sup>

I

*Le Ministre des finances et des affaires économiques du Sénégal  
à l'Ambassadeur de Sa Majesté à Dakar*

LE MINISTRE DES FINANCES ET DES AFFAIRES ÉCONOMIQUES

Dakar, le 8 juin 1979

Monsieur l'Ambassadeur,

Me référant à l'échange de lettres qui a eu lieu entre nous le 6 avril et constituant un accord entre nos deux Gouvernements sur un prêt en contribution au prix d'un appareil HS 748 de transport aérien, je viens vous proposer que les modifications suivantes soient portées sur le texte de l'accord en question :

A. Paragraphe 1 : ajouter à la fin de la première phrase les mots : « par la Société nationale des Transports aériens (dénommée ci-après SONATRA) ».

B. Rayer les mots : « Le Gouvernement de la République du Sénégal » et substituer le mot « SONATRA » aux endroits suivants :

- (i) Dans la troisième phrase du premier paragraphe,
- (ii) Dans la troisième phrase de la section A du paragraphe 7,
- (iii) La première mention au paragraphe 10,
- (iv) Au paragraphe 13,
- (v) Dans la première phrase de l'annexe C.

C. Suivant la première mention du Gouvernement de la République du Sénégal au paragraphe 12 insérer les mots : « assurera que la SONATRA fournisse » et annuler le mot « fournira ». Au paragraphe 14, insérer les mots : « assurera que SONATRA permette » et annuler le mot : « permettra ».

<sup>1</sup> Came into force on 8 June 1979, with retroactive effect from 6 April 1979, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 175 of this volume.

<sup>1</sup> Entré en vigueur le 8 juin 1979, avec effet rétroactif au 6 avril 1979, conformément aux dispositions desdites notes.

<sup>2</sup> Voir p. 168 du présent volume.

D. A chaque endroit où l'accord principal fait mention de la CITIBANK, substituer : « un consortium de la Banque nationale du développement du Sénégal et de l'Union sénégalaise de Banque ».

Si les propositions ci-dessus rencontrent l'agrément du Gouvernement de sa Majesté britannique, j'ai l'honneur de proposer que la présente Note ainsi que la réponse de Votre Excellence en ce sens constituent un accord entre nos deux Gouvernements qui entrera en vigueur avec effet rétroactif au 6 avril et portera la désignation de « Prêt 1979 Royaume-Uni/Sénégal (Modification). »

Veillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

OUSMANE SECK

[TRANSLATION — TRADUCTION]

*The Minister of Finance and Economic Affairs of Senegal  
to Her Majesty's Ambassador at Dakar*

THE MINISTER OF FINANCE AND ECONOMIC AFFAIRS

Dakar, 8 June 1979

Sir,

[See note II]

I avail myself, etc.

OUSMANE SECK

## II

*Her Majesty's Ambassador at Dakar to the Minister of Finance  
and Economic Affairs of Senegal*

BRITISH EMBASSY  
DAKAR

8 June 1979

Excellency,

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

"I refer to the Exchange of Notes between us on 6 April constituting an Agreement between our two Governments in respect of a loan as a contribution towards the price of one HS 748 aircraft, and have the honour to propose to you that the following amendments be made to the text of this Agreement:

"A. Paragraph 1: add at the end of the first sentence the words: 'by Société Nationale des Transports Aériens (hereinafter referred to as 'SONATRA')'.

“B. Delete the words ‘the Government of the Republic of Senegal’ and replace by the word ‘SONATRA’ in the following places:

- (i) In the third sentence of the first paragraph,
- (ii) In the third sentence of section A of paragraph 7,
- (iii) The first reference in paragraph 10,
- (iv) In paragraph 13,
- (v) In the first sentence of appendix C.

“C. Following the first reference to the Government of the Republic of Senegal in paragraph 12, insert the words: ‘(shall in accordance with paragraph 1 of this Note) ensure that SONATRA provides’ and delete the word ‘provide’. In paragraph 14, insert the words: ‘shall ensure that SONATRA permits’ and delete the word ‘permit’.

“D. In every place where the principal Agreement refers to CITIBANK, substitute: ‘a consortium of Banque Nationale du Développement du Sénégal and Union Sénégalaise de Banque’.

“If the above proposals meet with the approval of Her Britannic Majesty’s Government, I have the honour to propose that the present Note together with Your Excellency’s reply in that sense shall constitute an Agreement between our two Governments which shall enter into force with retroactive effect to 6 April and shall be styled United Kingdom/Senegal Loan 1979 (Amendment).”

I have the honour to inform you that the foregoing proposals are acceptable to Her Britannic Majesty’s Government who therefore accept that Your Excellency’s Note together with this reply constitute an Agreement between our two Governments. This Agreement shall enter into force retroactively on 6 April 1979 and shall be styled United Kingdom/Senegal Loan 1979 (Amendment).

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

J. E. POWELL-JONES

[TRADUCTION — TRANSLATION]

*L’Ambassadeur de Sa Majesté à Dakar au Ministre des finances  
et des affaires économiques du Sénégal*

AMBASSADE BRITANNIQUE  
DAKAR

Le 8 juin 1979

Monsieur le Ministre,

J’ai l’honneur d’accuser réception de la note que vous m’avez adressée et dont la teneur est la suivante :

[Voir note I]