

**No. 19187**

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

**Agreement on certain commercial debts (with schedules).  
Signed at Kinshasa on 26 September 1979**

*Authentic texts: English and French.*

*Registered by the United Kingdom of Great Britain and Northern Ireland  
on 24 October 1980.*

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

**Accord relatif à certaines dettes commerciales (avec  
annexes). Signé à Kinshasa le 26 septembre 1979**

*Textes authentiques : anglais et français.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord  
le 24 octobre 1980.*

## AGREEMENT<sup>1</sup> BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE REPUBLIC OF ZAIRE ON CERTAIN COMMERCIAL DEBTS

The United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “the United Kingdom”) and the Republic of Zaire (hereinafter referred to as “Zaire”);

As a result of the Conferences regarding the consolidation of Zairian debts held in Paris on 5 and 6 July 1977 and 30 November and 1 December 1977 at which the Government of the United Kingdom, the Government of Zaire, certain other Governments, the International Monetary Fund, the International Bank for Reconstruction and Development, the Organisation for Economic Co-operation and Development and the European Economic Community were represented;

Have agreed as follows:

### *Article 1. DEFINITIONS*

In this Agreement unless the contrary intention appears:

- (a) “Credit contract” shall mean a credit contract as defined in Article 2 of this Agreement;
- (b) “Creditor” shall mean a creditor as defined in Article 2 of this Agreement;
- (c) “Currency of the debt” shall mean sterling or such other currency not being zaires as is specified in the credit contract;
- (d) “Debt” shall mean any debt to which, by virtue of the provisions of Articles 2 and 8 of this Agreement and of Schedule 2 to this Agreement, the provisions of this Agreement apply;
- (e) “Debtor” shall mean a debtor as defined in Article 2 of this Agreement;
- (f) “Maturity” in relation to a debt shall mean the date for the repayment thereof under the relevant credit contract or under a promissory note or bill of exchange drawn up pursuant to the terms of such credit contract;
- (g) “Moratorium interest” shall mean moratorium interest payable under the provisions of Article 4 of this Agreement;
- (h) “The Central Bank” shall mean the Central Bank of Zaire;
- (i) “The Department” shall mean the Export Credits Guarantee Department of the United Kingdom or any other department which the Government of the United Kingdom may nominate for the purposes of this Agreement;
- (j) “Transfer scheme” shall mean the transfer scheme referred to in Article 3 of this Agreement.

### *Article 2. THE DEBTS*

(1) The provisions of this Agreement shall, subject to the provisions of paragraph (2) of this Article, apply to any debt, whether of principal or of interest, owed as primary or principal debtor or as guarantor by the Government of Zaire

<sup>1</sup> Came into force on 26 September 1979, in accordance with article 10.

or by a person or body of persons or corporation resident or carrying on business in Zaire or by any successor thereto (hereinafter referred to as "debtor") to a person or body of persons or corporation resident or carrying on business in the United Kingdom or to any successor thereto (hereinafter referred to as "creditor") provided that:

- (a) The debt arises under or in relation to a contract or any agreement supplemental thereto which was made between the debtor and the creditor for the supply from outside Zaire of goods or services or both or of finance therefor, and which allowed credit to the debtor for a period exceeding one year, and which was entered into before 1 January 1976 (hereinafter referred to as a "credit contract"); and
- (b) Maturity of the debt has occurred between 1 January 1977 and 31 December 1977, both dates inclusive, and the debt remains unpaid; and
- (c) The debt is not expressed by the terms of the credit contract to be payable in zaires.

(2) The provisions of this Agreement shall not apply to so much of any debt as arises from an amount payable upon or as a condition of the formation of the credit contract, or as a staged or progress payment during the manufacture or prior to the export of such goods or the supply of such services, or upon or as a condition of the cancellation or termination of the credit contract.

### *Article 3. THE TRANSFER SCHEME*

Zaire shall pay to the creditors in the United Kingdom in the currency of the debt the amounts due to such creditors in accordance with the transfer scheme set out in Schedule 1 to this Agreement.

### *Article 4. MORATORIUM INTEREST*

(1) Zaire shall be liable for and shall pay to the creditor moratorium interest in accordance with the provisions of this Article on any debt to the extent that it has not been settled by payment to the creditor.

(2) Moratorium interest shall accrue during, and shall be payable in respect of, the period from maturity until settlement of the debt by payment to the creditor and shall be paid and transferred to the creditor concerned in the currency of the debt on 31 May and 30 November of each year, the first such payment being on 31 May 1979.

(3) Moratorium interest shall be paid at the rate of 7 per cent per annum and shall be calculated on the outstanding amount of the debt.

### *Article 5. EXCHANGE OF INFORMATION*

The Department and the Central Bank shall exchange all information required for the implementation of this Agreement.

### *Article 6. OTHER DEBT SETTLEMENTS*

(1) If Zaire agrees with any creditor country other than the United Kingdom terms for the settlement of indebtedness similar to the indebtedness the subject of this Agreement which are more favourable than the terms of this Agreement, then the terms for the payment of debts the subject of this Agreement shall, subject to the provisions of paragraph 2 of this Article, be no less favourable than the

terms so agreed with that other creditor country notwithstanding any provision of this Agreement to the contrary.

(2) The provisions of paragraph (1) of this Article shall not apply in a case where the aggregate of the indebtedness to that other creditor country is less than the equivalent of SDR 1,000,000.

#### *Article 7. PRESERVATION OF RIGHTS AND OBLIGATIONS*

This Agreement and its implementation shall not affect the rights and obligations of creditors and debtors under their credit contracts.

#### *Article 8. RULES*

In the implementation of this Agreement the rules set out in Schedule 2 to this Agreement shall apply.

#### *Article 9. THE SCHEDULES*

The Schedules to this Agreement shall form an integral part thereof.

#### *Article 10. ENTRY INTO FORCE AND DURATION*

This Agreement shall enter into force on 26 September 1979 and shall remain in force until the last of the payments to be made to the creditors under Articles 3 and 4 of this Agreement has been made.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in duplicate at Kinshasa this twenty-sixth day of September 1979 in the English and French languages, both texts being equally authoritative.

For the United Kingdom of Great Britain and Northern Ireland:

R. L. B. CORMACK

For the Republic of Zaire:

BOFOSSA W'AMB'EA NKOSO

### SCHEDULE 1

#### TRANSFER SCHEME

(1) An amount equal to 15 per cent of each debt shall be transferred from Zaire to the UK prior to 30 November 1979.

(2) An amount equal to 85 per cent of each debt shall be transferred in 12 equal half-yearly and consecutive instalments on 31 May and 30 November each year commencing on 31 May 1981.

### SCHEDULE 2

#### RULES

(1) The Department and the Central Bank shall agree a list of debts to which, by virtue of the provisions of Article 2 of this Agreement, this Agreement applies.

(2) Such a list shall be completed as soon as possible. This list may be reviewed from time to time at the request of the Department or of the Central Bank. The Agree-

ment of both the Department and the Central Bank shall be necessary before the list may be altered or amended or added to.

(3) Neither inability to complete the list referred to in paragraphs (1) and (2) of this Schedule nor delay in its completion shall prevent or delay the implementation of the other provisions of this Agreement.

(4) (a) The Central Bank shall transfer the necessary amounts in the currency of the debt to a bank in the United Kingdom together with payment instructions in favour of the creditor to whom payment is due in accordance with this Agreement.

(b) When making such transfers the Central Bank shall give the Department particulars of the debts and of the moratorium interest to which the transfers relate.