

No. 29648

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

Exchange of notes constituting an agreement concerning certain commercial debts (the United Kingdom/Morocco Debt Agreement No. 6 (1992)) (with annex). Rabat, 1 and 7 September 1992

Authentic texts: English and French.

Registered by the United Kingdom of Great Britain and Northern Ireland on 22 March 1993.

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

Échange de notes constituant un accord relatif à certaines dettes commerciales [Accord n° 6 (1992) entre le Royaume-Uni et le Maroc relatif à des dettes] (avec annexe). Rabat, 1^{er} et 7 septembre 1992

Textes authentiques : anglais et français.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 22 mars 1993.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO CONCERNING CERTAIN COMMERCIAL DEBTS (THE UNITED KINGDOM/MOROCCO DEBT AGREEMENT No. 6 (1992))

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD ET LE GOUVERNEMENT DU ROYAUME DU MAROC RELATIF À CERTAINES DETTES COMMERCIALES [ACCORD N° 6 (1992) ENTRE LE ROYAUME-UNI ET LE MAROC RELATIF À DES DETTES]

I

Her Majesty's Ambassador at Rabat to the Deputy to the Director of the Treasury and External Finance, Ministry of Finance, Morocco

BRITISH EMBASSY

Rabat, 1 September 1992

Sir,

I have the honour to refer to the Agreed Minute on the Consolidation of the Debt of the Kingdom of Morocco which was signed at the Conference held in Paris on 27 February 1992, and to inform Your Excellency that the Government of the United Kingdom of Great Britain and Northern Ireland are prepared to provide debt relief to the Government of the Kingdom of Morocco on the terms and conditions set out in the attached Annex.

If these terms and conditions are acceptable to the Government of the Kingdom of Morocco, I have the honour to propose that this Note together with its Annex, and your reply to that effect, shall constitute an Agreement between the two Governments in this matter which shall be known as "The United Kingdom/Morocco Debt Agreement No. 6 (1992)" and which shall enter into force on the date of your reply.

I have the honour to convey to Your Excellency the assurance of my highest consideration.

J. E. C. MACRAE

¹ Came into force on 7 September 1992, the date of the note in reply, in accordance with the provisions of the said notes.

¹ Entré en vigueur le 7 septembre 1992, date de la note de réponse, conformément aux dispositions desdites notes.

ANNEX

SECTION 1

Definitions and Interpretation

- (1) In this Annex, unless the contrary intention appears:
- (a) “the Agreed Minute” means the Agreed Minute on the Consolidation of the Debt of the Kingdom of Morocco which was signed at the Conference held in Paris on 27 February 1992;
 - (b) “Appropriate Market Rate” means the Reference Rate plus a margin of 0.5 per cent;
 - (c) “Business Day” means a day on which dealings are carried on in the London Interbank Market and (if payment is required to be made on such day) on which banks are open for domestic and foreign exchange business in London in the case of sterling and in both London and Frankfurt in the case of deutschmarks;
 - (d) “Contract” means a contract, or any agreement supplemental thereto, entered into before 1 May 1983, the parties to which include the Debtor and a Creditor and which either was for the sale of goods and/or services from outside Morocco to a buyer in Morocco, or was for the financing of such a sale, and which in either case granted or allowed credit to the Debtor for a period exceeding one year;
 - (e) “Creditor” means a person or body of persons or corporation resident or carrying on business in the United Kingdom, including the Channel Islands and the Isle of Man, or any successor in title thereto;
 - (f) “Currency of the Debt” means the currency specified in the relevant Contract or in the Second Agreement as being the currency in which that Debt is to be paid;
 - (g) “Debt” means any debt to which, by virtue of the provisions of Section 2(1), the provisions of this Annex apply;
 - (h) “Debtor” means the Government of Morocco or its public sector (whether as primary debtor or as guarantor);
 - (i) “the Department” means the Secretary of State of the Government of the United Kingdom acting through the Export Credits Guarantee Department or any other Department of the Government of the United Kingdom which that Government may subsequently nominate for the purpose hereof;
 - (j) “the First Agreement” means the Agreement between the Government of the United Kingdom and the Government of Morocco on Certain Commercial Debts signed on 17 October 1984;¹
 - (k) “Maturity” in relation to a Debt:
 - (i) specified in Section 2(1)(a) means either 31 January 1992 or the date for payment specified in the Second Agreement if that is a later one, and
 - (ii) specified in Section 2(1)(b) means the due date for the payment or repayment thereof under the relevant Contract or on a promissory note or bill of exchange drawn up pursuant thereto;
 - (l) “Morocco” means the Kingdom of Morocco;

¹ United Nations, *Treaty Series*, vol. 1416, p. 263.

- (m) “Reference Rate” means the rate quoted to the Department by a bank to be agreed upon by the Department and the Government of Morocco as the rate at which that bank is offering six-month sterling deposits, in the case of a Debt denominated in sterling, or six-month deutschmark deposits, in the case of a Debt denominated in deutschmarks, in the London Interbank Market at 11 a.m. (London time) two Business Days before the commencement of the relevant interest period;
 - (n) “the Second Agreement” means the Agreement between the Government of the United Kingdom and the Government of Morocco on Certain Commercial Debts signed on 25 February 1987;¹
 - (o) “the United Kingdom” means the United Kingdom of Great Britain and Northern Ireland.
- (2) All references to interest, excluding contractual interest, shall be to interest accruing from day to day and calculated on the basis of actual days elapsed and a year of 365 days.
- (3) Where the context of this Annex so allows, words importing the singular include the plural and vice versa.
- (4) Unless otherwise indicated, reference to a specified Section shall be construed as a reference to that Section of this Annex.
- (5) The headings to the Sections are for ease of reference only.

SECTION 2

The Debt

- (1) The provisions of this Annex shall, subject to the provisions of paragraph (2) of this Section and Article IV paragraph 3 of the Agreed Minute, apply to:
- (a) any amount, whether of principal or of interest payable under the Second Agreement (excluding interest charged under Section 5(4) thereunder) falling due on or before 31 December 1992 and which remains unpaid; and
 - (b) any other amount, whether of principal or of contractual interest accruing up to Maturity, which is owed by the Debtor to a Creditor and which:
 - (i) arises under or in relation to a Contract;
 - (ii) is guaranteed by the Department as to payment according to the terms of the Contract;
 - (iii) is not expressed by the terms of the Contract to be payable in Moroccan dirhams;
 - (iv) does not arise from an amount payable under any of the Agreements between the Government of the United Kingdom and the Government of Morocco on Certain Commercial Debts signed on 17 October 1984, 16 November 1988,² 31 August 1989³ and 28 March 1991⁴ respectively;

¹ United Nations, *Treaty Series*, vol. 1655, No. I-28484.

² *Ibid.*, vol. 1579, No. I-27563.

³ *Ibid.*, vol. 1584, No. I-27661.

⁴ *Ibid.*, vol. 1658, No. I-28549.

(v) does not arise from an amount payable upon or as a condition of the cancellation or termination of the contract; and

(vi) has fallen due or will fall due for payment on or before 31 December 1992 and remains unpaid.

(2) The Department and the Government of Morocco shall, as soon as possible, agree and draw up a list of Debts ("the Debt List") to which this Annex shall apply. The Debt List may be reviewed from time to time at the request of the Department or of the Government of Morocco, but may not be added to or amended without the agreement of both the Department and the Government of Morocco. Delay in the completion of the Debt List shall neither prevent nor delay the implementation of the other provisions of this Annex.

SECTION 3

Payments under the First Agreement and the Second Agreement

(1) The provisions of the First Agreement shall continue to apply except that it is agreed that any amount of principal or interest due thereunder and not paid as at 31 January 1992 shall be paid in two equal instalments on 30 November 1992 and 31 May 1993.

(2) The provisions of the Second Agreement insofar as they relate to the payment of any Debt shall cease to apply upon the entry into force of this Agreement.

SECTION 4

Payment of Debt

The Government of Morocco shall pay to the Department, in accordance with the provisions of Section 6(1), 100 per cent in respect of each Debt in 14 equal and consecutive half-yearly instalments commencing on 15 January 2001.

SECTION 5

Interest

(1) Interest on the balance of each Debt shall be deemed to have accrued and shall accrue during, and shall be payable in respect of, the period from Maturity, until the settlement of that Debt by payment to the Department.

(2) The Government of Morocco shall be liable for and shall pay to the Department in accordance with the provisions of Section 6(1) and of this Section interest on each Debt to the extent that it has not been settled by payment to the Department in the United Kingdom. Such interest shall be paid to the Department half-yearly on 31 March and 30 September (the "Due Dates") each year commencing on 30 September 1992.

(3) If any amount of interest payable in accordance with the provisions of paragraph (2) of this Section is not paid on the Due Date for payment thereof, the Government of Morocco shall be liable for and shall pay to the Department interest on such amount of overdue interest. Such additional interest shall accrue from day to day from the Due Date

for payment thereof in accordance with the provisions of paragraph (2) of this Section to the date of receipt of the payment by the Department, and shall be due without further notice or demand.

(4) All interest payable in accordance with the provisions of this Section shall be paid at the Appropriate Market Rate applicable to each half-yearly interest period commencing with the half-yearly interest period within which the Maturity of the Debt concerned occurs.

SECTION 6

Payments to the Department

(1) When payment becomes due under the terms of Section 4 or 5, the Government of Morocco shall arrange for the necessary amounts, without deduction of taxes, fees, other public charges or any other costs accruing inside or outside Morocco, to be paid in the Currency of the Debt to an account notified by the Department.

(2) If the day on which such a payment falls due is not a Business Day, payment shall be made on the nearest Business Day.

(3) The Government of Morocco shall give the Department full particulars of the Debts and/or interest to which the payments relate.

SECTION 7

Exchange of Information

The Department and the Government of Morocco shall exchange all information required for the implementation of this Annex.

SECTION 8

Other Debt Settlements

(1) The Government of Morocco undertakes to perform its obligations under Article III of the Agreed Minute and agrees to accord to the United Kingdom terms no less favourable than those agreed with any other creditor country, notwithstanding any provision of this Annex to the contrary.

(2) The provisions of paragraph (1) of this Section shall not apply to matters relating to the payment of interest determined by Section 5.

SECTION 9

Preservation of Rights and Obligations

This Annex and its implementation shall not affect the rights or obligations of any Creditor or Debtor under a Contract other than those rights and obligations in respect of which the Government of the United Kingdom and the Government of Morocco are authorised to act respectively on behalf of and to bind such Creditor and Debtor.

SECTION 10

Debt Conversion Option

The Department agrees to give prior notification to the Government of Morocco if it intends to exercise the option provided for in Article II paragraph 2c of the Agreed Minute. The Department also recognises that this option can only be implemented with the consent of the Government of Morocco.

[TRANSLATION — TRADUCTION]¹

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of 1 September 1992, which in translation reads as follows:

[See note I]

I have the honour to confirm that the terms and conditions set out in the Annex to your Note are acceptable to the Government of the Kingdom of Morocco and that your Note together with its Annex, and this reply, shall constitute an Agreement between our two Governments in this matter which shall be known as "The United Kingdom/Morocco Debt Agreement No. 6 (1992)" and which shall enter into force today.

I have the honour to convey to Your Excellency the assurance of my highest consideration.

[Annex as under note I]

MOHAMMED DAIRI

¹ Translation supplied by the Government of the United Kingdom — Traduction fournie par le Gouvernement du Royaume-Uni.