

No. 29643

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

Exchange of notes constituting an agreement concerning certain commercial debts (the United Kingdom/Senegal Debt Agreement No. 9 (1991)) (with annex). Dakar, 18 March and 9 April 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
SÉNÉGAL**

Échange de notes constituant un accord relatif à certaines dettes commerciales [Accord n° 9 (1991) entre le Royaume-Uni et le Sénégal relatif à des dettes] (avec annexe). Dakar, 18 mars et 9 avril 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 REPUBLIC OF SENEGAL CONCERNING CERTAIN COMMERCIAL DEBTS (THE UNITED KINGDOM/SENEGAL DEBT AGREEMENT No. 9 (1991))

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SÉNÉGAL RELATIF À CERTAINES DETTES COMMERCIALES [ACCORD N° 9 (1991) ENTRE LE ROYAUME-UNI ET LE SÉNÉGAL RELATIF À DES DETTES]

I

*Her Majesty's Ambassador at Dakar to the Minister of Economy,
Finance and Planning of the Republic of Senegal*

BRITISH EMBASSY

Dakar, 18 March 1992

Your Excellency,

I have the honour to refer to the Agreed Minute on the Consolidation of the Debt of the Republic of Senegal which was signed at the Conference held in Paris on 21 June 1991, 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 Republic of Senegal on the terms and conditions set out in the attached Annex.

If these terms and conditions are acceptable to the Government of the Republic of Senegal, 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/Senegal Debt Agreement No. 9 (1991)" 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.

ROGER BEETHAM

¹ Came into force on 9 April 1992, the date of the note in reply, in accordance with the provisions of the said notes.

¹ Entré en vigueur le 9 avril 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 Republic of Senegal which was signed at the Conference held in Paris on 21 June 1991;
 - (b) “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;
 - (c) “Contract” means a contract, or any agreement supplemental thereto, entered into before 1 January 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 Senegal to a buyer in Senegal, 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;
 - (d) “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;
 - (e) “Debt” means any debt to which, by virtue of the provisions of Section 2(1), the provisions of this Annex apply;
 - (f) “Debtor” means the Government of Senegal (whether as primary debtor or as guarantor);
 - (g) “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;
 - (h) “Maturity” in relation to a Debt:
 - (i) specified in Section 2(1)(a) means the relevant date for payment specified in the Previous Agreements, as the case may be, or
 - (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;
 - (i) “the Ministry” means the Ministry of Economy, Finance and Planning of the Government of Senegal;
 - (j) “Previous Agreements” means the Agreements between the Government of the United Kingdom and the Government of Senegal on Certain Commercial Debts signed on 11 January 1984¹, 12 November 1985², 12 November 1985³, and 11 May 1987⁴ respectively;
 - (k) “Senegal” means the Republic of Senegal;
 - (l) “the United Kingdom” means the United Kingdom of Great Britain and Northern Ireland.

¹ United Nations, *Treaty Series*, vol. 1381, p. 251.

² *Ibid.*, vol. 1461, p. 317.

³ *Ibid.*, vol. 1461, p. 327.

⁴ *Ibid.*, vol. 1576, No. I-27514.

- (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 Previous Agreements which has fallen due or will fall due on or before 30 June 1992 and which remains unpaid; and
 - (b) any other amount, whether of principal or of contractual interest accruing up to Maturity, 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 CFA Francs;
 - (iv) does not arise from an amount payable under either of the Agreements between the Government of the United Kingdom and the Government of Senegal on Certain Commercial Debts signed on 25 November 1989¹ and 26 October 1990² respectively;
 - (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 30 June 1992 and remains unpaid.
- (2) The Department and the Ministry shall, as soon as possible, agree and draw up a list of Debts ("the Debt List") to which, by virtue of the provisions of this Section, this Annex shall apply. The Debt List may be reviewed from time to time at the request of the Department or of the Ministry, but may not be added to or amended without the agreement of both the Department and the Ministry. 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 Previous Agreements

The provisions of the Previous Agreements insofar as they relate to the payment of any Debt shall cease to apply upon the entry into force of this Agreement.

¹ United Nations, *Treaty Series*, vol. 1640, No. I-28186.

² *Ibid.*, vol. 1656, No. I-28501.

SECTION 4

Debt Reduction and Payment

- (1) The Department agrees to reduce the amount of each Debt by 33.33 per cent on Maturity.
- (2) The Government of Senegal shall then pay to the Department, in accordance with the provisions of Section 6(1), the remainder of each Debt in 12 equal and consecutive half-yearly instalments commencing on 30 June 2000.

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 Senegal 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 on 30 June and 31 December (the "Due Dates") each year commencing on 30 June 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 Senegal 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 rate of 11.625 per cent per annum.

SECTION 6

Payments to the Department

- (1) When payment becomes due under the terms of Section 4 or 5, the Ministry shall arrange for the necessary amounts, without deduction of taxes, fees, other public charges or any other costs accruing inside or outside Senegal, to be paid in sterling to an account notified by the Department to the Ministry.
- (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 Ministry 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 Ministry shall exchange all information required for the implementation of this Annex.

SECTION 8

Other Debt Settlements

(1) The Government of Senegal 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 Senegal 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 Senegal if it intends to exercise the option provided for in Article II, paragraph 5 of the Agreed Minute. The Department also recognises that this option can only be implemented with the consent of the Government of Senegal.

[TRANSLATION¹ — TRADUCTION²]

Dakar, 9 April 1992

I have the honour to acknowledge receipt of Your Excellency's Note of 18 March 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 Republic of Senegal, and that your Note together with its Annex, and this reply, constitute an Agreement between our two Governments in this matter which is known as "The United Kingdom/Senegal Debt Agreement No. 9 (1991)" and enters into force today.

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

FAMARA IBRAHIMA SAGNA

[*Annex as under letter I*]

¹ Translation provided by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.