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COSTA RICA



Treaty Series No. 105 (1973)

Exchange of Notes

concerning a Loan by the Government
of the United Kingdom of Great Britain
and Northern Ireland to the Government
of Costa Rica for Water Supply
Equipment

(United Kingdom/Costa Rica Loan 1973)

San José, 15 February 1973

[The Agreement entered into force on 4 August 1973]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
October 1973*

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**EXCHANGE OF NOTES
CONCERNING A LOAN BY THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND TO THE GOVERNMENT OF COSTA RICA
FOR WATER SUPPLY EQUIPMENT**

No. 1

*Her Majesty's Ambassador at San José to the Minister of External
Relations of Costa Rica*

No. 07
UK6/27

*British Embassy,
San José.
15 February 1973.*

Your Excellency,

I have the honour to refer to the recent discussions concerning development aid from the Government of United Kingdom of Great Britain and Northern Ireland to the Government of the Republic of Costa Rica and to inform Your Excellency that the Government of the United Kingdom are prepared to conclude an Agreement with the Government of Costa Rica in the following terms. The position of the Government of the United Kingdom with regard to the provision of finance and the commitment of that Government and the Government of Costa Rica as regards associated matters shall be as respectively set out in Part A and Part B below:

- A. The Government of the United Kingdom declare that it is their intention to make available to the Government of Costa Rica by way of a loan a sum not exceeding £2,200,000 (two million two hundred thousand pounds sterling) for the purchase in the United Kingdom of water supply equipment for use by the National Waterworks and Sewerage Service of Costa Rica (SNAA) for the improvement and development of the water supply of the metropolitan area.
- B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs of this Note insofar as they relate to things to be done by or on behalf of that Government. The Government of Costa Rica shall adopt the arrangements and procedures so described insofar as they relate to things to be done by or on behalf of that Government.
- (2) (a) For the purposes of these arrangements the Government of Costa Rica shall, by a request in the form set out in Annex A to this Note, open a special account (hereinafter referred to as "the Account") with the Crown Agents for Oversea Governments and Administrations, 4 Millbank, London SW1 (hereinafter referred to as "the Crown Agents"). The Account shall be operated in accordance with the instructions contained in the said request.
- (b) 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 Costa Rica shall furnish the Government

of the United Kingdom with a copy of their instructions to the Crown Agents given in accordance with the provisions of subparagraph (a). The Government of Costa Rica, or the Crown Agents on their behalf, shall at the same time, and so often as any change is made therein, notify the Government of the United Kingdom of the names of the officers who are duly authorised to sign on its behalf the Requests for Drawing hereinafter provided and shall furnish a specimen signature in duplicate for each such officer.

- (3) Save and to the extent (if any) to which the Government of the United Kingdom may otherwise agree, drawings from the loan shall be used only:
- (a) for payments under a contract for the purchase in the United Kingdom (which expression in this Note shall be deemed to include the Channel Islands and the Isle of Man) of water supply equipment wholly produced or manufactured in the United Kingdom, or for work to be done or for services to be rendered in connection with such equipment by persons ordinarily resident or carrying on business in the United Kingdom including the cost of consultancy services provided by a firm of consultants, whose principal place of business is in the United Kingdom and who have been selected in consultation with, and on terms approved by the Government of the United Kingdom or for two or more of such purposes, being a contract which:
 - (i) provides for payment in sterling to persons carrying on business in the United Kingdom; and
 - (ii) is approved on behalf of the Government of Costa Rica and accepted on behalf of the Government of the United Kingdom for financing from the loan; and
 - (iii) is a contract entered into after the date of this Note and before 30 June 1977.
 - (b) for payment of charges and commissions due to the Crown Agents in respect of their services on behalf of the Government of Costa Rica in connection with this loan.
- (4) Where the Government of Costa Rica proposes that part of the loan shall be applied to a contract, that Government shall ensure that the Crown Agents acting on their behalf obtain at the earliest opportunity:
- (i) a copy of the contract, or of a notification in the form set out in Annex B to this Note; and
 - (ii) two copies of a certificate from the United Kingdom contractor concerned in the form set out in Annex C to this Note.
- (5) (a) After the Crown Agents acting on behalf of the Government of the United Kingdom have considered the documents obtained in pursuance of the procedure described in the foregoing provisions of this Note, they shall decide whether and to what extent a contract is eligible for payment from the loan.

- (b) To the extent that the Crown Agents acting on behalf of the Government of the United Kingdom so accept a contract or transaction 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 Costa Rica, in the form set out in Annex D to this Note, make payments in sterling into the Account, and each such payment shall constitute a drawing on the loan.
- (c) Unless the Government of the United Kingdom otherwise agrees payments into the Account shall not be made after the 30 September 1977.
- (6) 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 to which paragraph B (3) (a) above refers, withdrawals shall be made only on receipt by the Crown Agents of Payment Certificates from the contractors concerned, in the form shown in Annex E to this Note and the invoices (or a photocopy or duplicates of such invoices) referred to therein;
- (b) for payments to which paragraph B (3) (b) above refers the Crown Agents shall debit the Account.
- (7) If any monies which have been paid out of the Account are subsequently refunded either by the Contractor or by a Guarantor, the Government of Costa Rica shall, so long as there are payments to be made from the Account, pay an equivalent of such sums into the Account and, in any other case, apply the refund to the reduction of the loan.
- (8) The Government of Costa Rica shall repay to the Government of the United Kingdom in pounds sterling in London, the total sum borrowed under the arrangements set out in this Note, such repayments 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 in relation to that date only the amount then outstanding need be paid:

INSTALMENTS

<i>Date due</i>	<i>Amount</i>
	£
15 August 1976 and on the 15 August in each of the succeeding 21 years	50,000
15 February 1977 and on 15 February in each of the succeeding 21 years	50,000

- (9) The Government of Costa Rica shall pay to the Government of the United Kingdom in pounds sterling in London interest on drawings from the loan in accordance with this paragraph:

- (a) the rate of interest in respect of each drawing shall be 6% (six per cent) per annum;
 - (b) interest shall be calculated in respect of each drawing 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 15 August 1973 and subsequent payments shall be made on 15 February 1974 and thereafter on 15 August and 15 February in each year.
- (10) Notwithstanding the provisions of paragraph (8) the Government of Costa Rica 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 that is still outstanding, together with the accrued interest thereon calculated as in paragraph (9) above up to the date of payment.
- (11) The Government of Costa Rica shall ensure the provision of such finance additional to the loan finance provided in accordance with the arrangements set out in this Note, as may be needed to complete the project.
- (12) In relation to goods and services provided with finance from the loan, the Government of Costa Rica shall permit officers from the British Embassy and other servants or agents of the British Government to inspect any such goods or the documents relating to any such goods and services and shall furnish such officers, servants or agents with such information relating to the goods and services as the latter may reasonably require.

2. If the foregoing are acceptable to the Government of Costa Rica, I have the honour to propose that the present Note and its Annexes together with Your Excellency's reply in that sense shall constitute an Agreement between the two Governments which shall enter into force on the date on which the Government of Costa Rica shall have notified the Government of the United Kingdom that the constitutional requirements of Costa Rica have been met⁽¹⁾ and which shall be known as the United Kingdom/Costa Rica Loan 1973.

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

KENNETH BLACKWELL

Her Britannic Majesty's Ambassador

(1) The Agreement entered into force on 4 August, 1973.

ANNEX A

GOVERNMENT OF THE REPUBLIC OF COSTA RICA

To: The Crown Agents for Oversea
Governments and Administrations,
4 Millbank,
London, S.W.1.

Dear Sirs,

United Kingdom/Costa Rica Loan 1973

1. I confirm your appointment as agents of the Government of the Republic of Costa Rica (hereinafter called "the Government") in connection with the purchase and payment of goods, works and/or services under the terms of the above loan to the value of £2,200,000 (two million two hundred 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/Costa Rica Loan 1973 Account, (hereinafter called "the Account").

3. Payments into the Account will be made from time to time by the Government of the United Kingdom on receipt of requests in the form shown in Annex D to the United Kingdom/Costa Rica Loan Agreement 1973 (a copy of which is attached hereto) 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 amounts falling due under the contracts described in part B, paragraphs (3) (a) and (b) of the above-mentioned loan and in the manner and subject to the conditions described in that loan.

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 Drawing 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,

ANNEX B

NOTIFICATION OF CONTRACT

United Kingdom/Costa Rica Loan 1973

To: The Government of the United Kingdom

Notification of Contract No.

The following are details of a contract under which it is proposed that payments shall be made in accordance with the terms and conditions of the above Loan.

1. Name and Address of
United Kingdom Contractor:
2. Date of Contract:
3. Name of Purchaser:
4. Short description of goods:
and/or works or services:
5. Value of Contract: £
6. Terms of Payment:

Signed on behalf of the Government
of the Republic of Costa Rica

Date.....

ANNEX C

United Kingdom/Costa Rica Loan 1973

Acceptance No.....

CONTRACT CERTIFICATE

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 appended to this certificate.

4. Total contract price payable by purchaser (state CIF, C & F or FOB) £.....

IF GOODS ARE TO BE SUPPLIED THE FOLLOWING SECTIONS MUST BE COMPLETED. If the contractor is exporting agent only, the information requested should be obtained from manufacturer.

5. Estimated % of the FOB value of the goods not originating in the United Kingdom, but purchased by the contractor directly from abroad, i.e. % of imported raw material or components used to manufacture.

(a) % FOB value.....

(b) Description of items and brief specifications.....

6. If any raw material or components used originated from abroad, e.g. copper, asbestos, cotton, wood pulp, etc., but have been purchased in the United Kingdom by the contractor for this contract, specify:

(a) % FOB value.....

(b) Description of items and brief specifications.....

IF SERVICES ARE TO BE SUPPLIED, THE FOLLOWING SECTION SHOULD ALSO BE COMPLETED.

7. State the estimated value of any work to be done or services performed in the purchaser's country by:

(a) Your firm (site engineer's charges, etc.).....

(b) Local contractor.....

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

.....

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.

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 OFFICIAL USE ONLY				PAYMENTS			
Name or number of Project.....							
Amount committed	Date of entry	Acceptance		Date	Amount	PA No.	Initials
		Date	Initials				
£							

ANNEX D

United Kingdom/Costa Rica Loan 1973

D.F. No.....

Please pay the sum of £..... to the United Kingdom/Costa Rica Loan 1973 Account at the Crown Agents. This sum shall, on payment into the Account, constitute a drawing on the Loan.

The Balance in hand is £.....

.....
For the Crown Agents acting on
behalf of the Government of the
Republic of Costa Rica

Funding approved.....ODA

ANNEX E

United Kingdom/Costa Rica Loan 1973

PAYMENT CERTIFICATE

I hereby certify 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..... dated..... between the contractor named below and..... [Purchaser] and are in accordance with the particulars of this contract notified in the contract certificate signed on behalf of the said contractor on.....

Contractor's Invoice No.	Date	Amount £	Short description of goods, works and/or services

- (ii) The amounts specified in paragraph (i), do not include any additional foreign content to that declared in paragraphs 5, 6 or 7 of the contract certificate.

- (iii) I have the authority to sign this certificate on behalf of the Contractor named below.

Signed

Position held

For and on behalf of

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.

*The Minister of External Relations of Costa Rica to Her Majesty's
Ambassador at San José*

*Dirección General de Política Exterior
San José, 15 de febrero de 1973.*

Excelentísimo Señor:

Tengo el honor de contestar vuestra nota N. 7-UK6/27 de 15 de febrero de 1973, en la cual se refiere a las recientes conversaciones sobre la ayuda para el desarrollo, del Gobierno del Reino Unido de la Gran Bretaña e Irlanda del Norte, al Gobierno de Costa Rica y mediante la que nos comunica que el Gobierno del Reino Unido está dispuesto a formalizar un acuerdo con el Gobierno de Costa Rica en las siguientes condiciones. La posición del Gobierno del Reino Unido con relación a la provisión de financiamiento y al compromiso de ese Gobierno y el Gobierno de Costa Rica con relación a los asuntos conexos se registrarán de acuerdo con lo establecido en las siguientes Partes A y B. respectivamente.

- A. El Gobierno del Reino Unido declara que tiene la intención de poner a disposición del Gobierno de Costa Rica, por medio de un préstamo, una suma que no exceda los £2.200,000 (dos millones doscientos mil libras esterlinas) para la compra, en el Reino Unido, de equipo para el suministro de agua y que usará el Servicio Nacional de Acueductos y Alcantarillado de Costa Rica (SNAA) para el mejoramiento y desarrollo del suministro de agua del área metropolitana de San José.
- B. (1) El Gobierno del Reino Unido adoptará los arreglos y los procedimientos descritos en los párrafos siguientes de esta Nota en lo que atañen a las cosas que deba hacer el Gobierno o que se hagan en su nombre. El Gobierno de Costa Rica adoptará los arreglos y los procedimientos así descritos, en lo que atañen a las cosas que deba hacer ese Gobierno o que se hagan en su nombre.
- (2) (a) Para efectos de estos arreglos el Gobierno de Costa Rica, por medio de una solicitud en la forma establecida en el Anexo A de esta Nota, abrirá una cuenta especial (que en lo sucesivo de este Acuerdo se denominará "la Cuenta" con Crown Agents for Oversea Government and Administrations, 4, Millbank, London, S.W.1 (que en lo sucesivo de este acuerdo se denominará "Los Agentes de la Corona"). La Cuenta se manejará de acuerdo con las instrucciones contenidas en dicha solicitud.
- (b) Tan pronto se abra la Cuenta y antes de dar ningún otro de los pasos requeridos por estos arreglos para obtener cualquier parte del préstamo, el Gobierno de Costa Rica deberá poner a disposición del Gobierno del Reino Unido, una copia de sus instrucciones dadas a los Agentes de la Corona, de acuerdo con las provisiones del sub-párrafo (a). El Gobierno de Costa

Rica, o Los Agentes de la Corona en su nombre, deberán notificar al mismo tiempo y tantas veces se haga un cambio, al Gobierno del Reino Unido, los nombres de los funcionarios que están debidamente autorizados para firmar en su nombre las Autorizaciones para Solicitudes de Giro se que proveen más adelante, y deberán suministrar una muestra en duplicado de la firma de cada uno de dichos funcionarios.

- (3) A menos que el Gobierno del Reino Unido acuerde otra cosa, los retiros del préstamo se utilizarán únicamente:
- (a) para pagos bajo contrato para la compra en el Reino Unido (que para efectos de esta Nota comprenderá las "Channel Islands" y la "Isle of Man")⁽¹⁾ de equipo para suministro de agua totalmente producido o manufacturado en el Reino Unido, o para trabajos a llevarse a cabo o para servicios a ser prestados en conexión con dicho equipo por personas que sean residentes o que regularmente hagan negocios en el Reino Unido, incluyendo el costo de servicios de consultoría suministrados por una firma de consultores, cuyas oficinas principales estén en el Reino Unido y que haya sido seleccionada en consulta con y en condiciones aprobadas por el Gobierno del Reino Unido, o para dos o más de dichos propósitos, un contrato que:
 - (i) contemple el pago en libras esterlinas a personas que tengan negocios en el Reino Unido; y
 - (ii) sea aprobado en nombre del Gobierno de Costa Rica y aceptado en nombre del Gobierno del Reino Unido para su financiamiento con fondos del préstamo; y
 - (iii) sea un contrato que se formalice después de la fecha de esta Nota y antes del 30 junio de 1977
 - (b) para el pago de los cargos y las comisiones que se deban a los Agentes de la Corona en relación con sus servicios en nombre del Gobierno de Costa Rica en conexión con este préstamo.
- (4) Donde el Gobierno de Costa Rica proponga que parte del préstamo sea aplicado a un contrato, ese Gobierno deberá asegurarse de que los Agentes de la Corona actuando en su nombre obtengan a la mayor brevedad:
- (i) una copia del contrato, o una notificación del mismo en la forma establecida en el Anexo B de esta Nota; y
 - (ii) dos copias de un certificado del contratista de que se trate en el Reino Unido en la forma establecida en el Anexo C de esta Nota.
- (5) (a) Después de que los Agentes de la Corona, actuando en nombre del Gobierno del Reino Unido, hayan estudiado los documentos obtenidos a tenor del procedimiento descrito en las provisiones anteriores de esta Nota, decidirán si o a que medida es elegible un contrato para ser pagado con fondos del préstamo.

(1) Las Islas del Canal y la Isla de Man.

- (b) En la medida en que los Agentes de la Corona actuando en nombre del Gobierno del Reino Unido acepten un contrato o una transacción y convengan en el pago con fondos de la Cuenta, el Gobierno del Reino Unido al recibir una solicitud de los Agentes de la Corona, actuando en nombre del Gobierno de Costa Rica, en la manera establecida en el Anexo D de esta Nota, deberán hacer pagos a la Cuenta en libras esterlinas, y cada uno de dichos pagos constituirá un retiro sobre el préstamo.
- (c) A menos que el Gobierno del Reino Unido lo acuerde de otra manera, no se harán pagos a la Cuenta después del 30 de setiembre de 1977.
- (6) Los retiros de dinero de la Cuenta se harán únicamente de la manera descrita y sujetos a las condiciones establecidas en este párrafo:
- (a) Para pagos que se deban bajo un contrato a que se refiere el anterior párrafo B (3) (a), se deberán hacer los retiros únicamente al recibir los Agentes de la Corona, los certificados de pago de los contratistas en cuestión, en la forma indicada en el Anexo E de esta Nota, y las facturas mencionadas en las mismas (o una fotocopia o duplicados de tales facturas);
- (b) Para los pagos en los casos a que se refiere el anterior párrafo B (3) (b), los Agentes de la Corona deberán debitar la Cuenta.
- (7) Si cualquier dinero que se haya pagado de la Cuenta es posteriormente reembolsado, ya sea por el Contratista o por un Garante, el Gobierno de Costa Rica, mientras hayan pagos o reembolsos que hacer de la Cuenta, deberá pagar el equivalente de dichas sumas a la Cuenta y, en cualquier otro caso, deberá aplicar los reembolsos a la reducción del préstamo.
- (8) El Gobierno de Costa Rica deberá pagar al Gobierno del Reino Unido en Libras esterlinas, en Londres, la suma total del préstamo hecho bajo las condiciones estipuladas en esta Nota; tales pagos se deberán hacer por medio de abonos hechos en las fechas y en las cantidades especificadas a continuación; exceptuando el caso en que en la fecha de vencimiento de cualesquiera de dichos abonos, exista un saldo menor que la cantidad especificada para tal fecha, y en tal caso únicamente se deberá pagar el saldo pendiente.

ABONOS

<i>Fecha de Vencimiento</i>	<i>Cantidad</i>
	£
15 de agosto de 1976 y los 15 de agosto de cada uno de los 21 años siguientes ...	50,000
15 de febrero de 1977 y los 15 de febrero de cada uno de los 21 años siguientes ...	50,000

- (9) El Gobierno de Costa Rica deberá pagar al Gobierno del Reino Unido en libras esterlinas, en Londres, los intereses sobre los retiros hechos del préstamo, de acuerdo con este párrafo:

- (a) la tasa de interés en relación con cada retiro será el 6% (seis por ciento) anual;
 - (b) los intereses en relación con cada retiro se calcularán en una base de día a día sobre el saldo del préstamo pendiente en ese momento;
 - (c) el primer pago de intereses acumulados (si los hubiere) deberá hacerse el 15 de agosto de 1973 y los pagos subsiguientes se deberán hacer el 15 de febrero de 1974 y posteriormente los 15 de agosto y los 15 de febrero de cada año.
- (10) A pesar de las provisiones del párrafo (8), el Gobierno de Costa Rica estará en libertad de pagar en cualquier fecha anterior al Gobierno del Reino Unido en libras esterlinas, en Londres, la totalidad o cualquier parte del préstamo que esté todavía pendiente de pago, conjuntamente con los intereses acumulados sobre el mismos, calculados como se estipula en el párrafo (9) hasta el día del pago.
- (11) El Gobierno de Costa Rica deberá asegurarse de conseguir cualquier financiamiento adicional al financiamiento del préstamo otorgado de acuerdo con las condiciones establecidas en esta Nota, que se requiera para terminar el proyecto.
- (12) Con relación a bienes y servicios suministrados con financiamiento del préstamo, el Gobierno de Costa Rica permitirá que funcionarios de la Embajada Británica y otros servidores o agentes del Gobierno Británico inspeccionen cualesquier de dichos bienes o los documentos relacionados con tales bienes y servicios y deberá suministrar a dichos funcionarios, servidores o agentes las informaciones relacionadas con los bienes y los servicios que estos razonablemente pueden necesitar.

Tengo el honor de comunicar a Vuestra Excelencia que el Gobierno de Costa Rica acepta las anteriores propuestas, en consecuencia, la nota de Vuestra Excelencia y sus Anexos, conjuntamente con la presente respuesta, constituye un Acuerdo entre los dos Gobiernos, el cual entrará en vigencia en la fecha en que el Gobierno de Costa Rica notifique al Gobierno del Reino Unido el haber cumplido con sus requisitos constitucionales y se denominará Préstamo 1973 Reino Unido-Costa Rica.

Aprovecho la oportunidad para expresar a Vuestra Excelencia las seguridades de mi más distinguida consideración,

GONZALO J. FACIO

Ministro de Relaciones Exteriores

ANEXO A

GOBIERNO DE LA REPUBLICA DE COSTA RICA

A: Crown Agents for Oversea
Governments and Administrations,
4 Millbank,
London, S.W.1.

Estimados señores:

Préstamo 1973 United Kingdom/Costa Rica

1.—Confirmo su nombramiento como agentes del Gobierno de la República de Costa Rica (que en lo sucesivo se denominará "el Gobierno") en relación con la compra y pago de bienes, trabajos y/o servicios bajo los términos del préstamo arriba mencionado hasta por la suma de £2.200,000 (dos millones doscientos mil libras esterlinas).

2.—A nombre del Gobierno le solicito por este medio abrir una Cuenta Especial a nombre del Gobierno que se denomine Cuenta Préstamo 1973 Reino Unido/Costa Rica (en lo sucesivo denominada "la Cuenta").

3.—Al recibir las solicitudes los pagos a la Cuenta se harán periódicamente por el Gobierno del Reino Unido de la manera indicada en el Anexo D, del Acuerdo de Préstamo 1973 Reino Unido/Costa Rica (copia del cual se adjunta) y que por este medio se le autoriza presentar en nombre del Gobierno. Es posible que, cuando se venzan los reembolsos que deberán hacer los contratistas, el mismo gobierno haga también pagos a esta Cuenta.

4.—Los pagos de la Cuenta se harán únicamente en relación con las cantidades vencidas bajo los contratos descritos en la parte B de los párrafos (3) (a) y (b) del Préstamo 1973 Reino Unido/Costa Rica y en la forma descrita y sujetos a las condiciones especificadas en dicho préstamo.

5.—Ustedes deberán enviar al Gobierno del Reino Unido muestras de las firmas de los funcionarios de los Agentes de la Corona que están autorizados para firmar solicitudes de Retiros en nombre del Gobierno.

6.—Sus cargos y comisiones para actuar como agentes en conexión con este préstamo serán cargables a la Cuenta.

7.—Una copia de esta carta ha sido enviada al Gobierno del Reino Unido.

Muy atentamente,

ANEXO B

NOTIFICACION DE CONTRATO

Prestamo 1973 Reino Unido/Costa Rica

AL: Gobierno del Reino Unido

Notificación de Contrato N.....

Los siguientes son detalles de un contrato en el cual se propone que los pagos se hagan de acuerdo con los términos y las condiciones del Préstamo arriba mencionado.

- 1.—Nombre y dirección del
Contratista del Reino Unido:
- 2.—Fecha del Contrato:
- 3.—Nombre del Adquirente:
- 4.—Descripción breve de los bienes y/o trabajos o servicios:
- 5.—Valor del Contrato: £
- 6.—Condiciones de Pago:

Firmado en nombre del Gobierno
de la República de Costa Rica

Fecha.....

ANEXO C

Prestamo 1973 Reino Unido/Costa Rica

Aceptacion

N.....

CERTIFICADO DE CONTRATO

Detalles del Contrato

1. Fecha del Contrato..... 2. Contrato N.....

3. Descripción de los bienes y servicios que deberán suministrarse al adquirente

.....

En caso que haya que suministrar varios items, se deberá adjuntar a esta certificacion una lista detallada de los mismos.

4. Precio total del contrato pagadero por el adquirente (indique CIF, C & F o FOB)

£.....

SI SE DEBEN SUMINISTRAR BIENES, SE DEBEN LLENAR LAS SIGUIENTES SECCIONES. Si el contratista actúa únicamente como agente de exportación, la información solicitada deberá ser obtenida del fabricante.

5. % estimado del valor FOB de los bienes *no* originarios del Reino Unido, pero que son comprados por el contratista directamente del extranjero, en otras palabras, el % de la materia prima importada o de los componentes importados utilizados en la manufactura.

(a) % del valor FOB.....

(b) Descripción de los items y especificaciones breves.....

6. Si cualquier materia prima o componentes que se usan son originarios del extranjero, por ejemplo cobre, asbestos, algodón, pulpa de madera, etc., pero han sido comprados en el Reino Unido por el contratista de este contrato, debe especificarse:

(a) % del valor FOB.....

(b) Descripción de los items y especificaciones breves.....

SI SE HAN DE SUMINISTRAR SERVICIOS SE DEBE COMPLETAR TAMBIEN LA SIGUIENTE SECCION:

7. Indique el valor estimado de cualquier trabajo a llevarse a cabo o de los servicios prestados en el país del adquirente por:

(a) Su firma (gastos del ingeniero, del sitio, etc.).....

(b) El contratista local.....

8. Comentarios atinentes, cuando sean necesarios, en relación con los anteriores párrafos 5, 6 o 7.

.....

9. Por este medio declaro que estoy empleado en el Reino Unido por el Contratista mencionado abajo y que tengo la autoridad para firmar este certificado. Por este medio prometo que al llevar a la práctica el contrato ningún bien o servicio que no sea originario del Reino Unido será suministrado por el Contratista con excepción de aquellos que se especifican en los anteriores párrafos 5, 6, 7 y 8.

Firmado por

Título

Nombre y Dirección del Contratista

.....

Fecha

Nota: Para efectos de esta declaración el Reino Unido incluye las "Channel Islands" y la "Isle of Man".

Los contratistas deben tomar nota que los bienes no deben ser manufacturados hasta que se haya notificado la aceptación.

PARA USO OFICIAL SOLAMENTE				PAGOS			
Nombre o número del proyecto.....							
Cantidad Comprometida	Fecha de Anotación	Aceptación		Fecha	Cantidad	AP N.	Iniciales
		Fecha	Iniciales				
£							

ANEXO D

Prestamo 1973 Reino Unido/Costa Rica

D.F. N.....

Rogamosles pagar la suma de £..... a la Cuenta del Préstamo 1973 Reino Unido/Costa Rica con los Agentes de la Corona. Al pagarse esta suma a la Cuenta, constituirá un retiro sobre el Préstamo.

El Saldo a mano es £.....

.....
Por los Agentes de la Corona, actuando
en nombre del Gobierno de la República
de Costa Rica

Financiamiento aprobado.....ODA

ANEXO E

Prestamo 1973 Reino Unido/Costa Rica

CERTIFICACION DE PAGO

Por este medio hago constar que

- (i) Los pagos mencionados en las facturas o las copias de ellas que aparecen abajo adjuntas a esta certificación de pago, vencen y deberán pagarse en relación con el Contrato N..... fechado..... entre el contratista nombrado abajo y [Comprador] y están de conformidad con las particularidades de este contrato indicadas en la certificación del contrato firmada en nombre de dicho contratista el día.....

Factura N. del Contratista	Fecha	Cantidad £	Breve descripción de los bienes, los trabajos y/o los servicios

- (ii) Las cantidades especificadas en el párrafo (i), no incluyen ningún contenido extranjero adicional al declarado en los párrafos 5, 6 o 7 del certificado de contrato.
- (iii) Tengo la autoridad para firmar esta certificación en nombre del Contratista abajo indicado.

Firmado

Posición

Por y en nombre de

Nombre y Dirección del Contratista

Fecha

Nota: Para los efectos de esta declaración el Reino Unido comprende Channel Islands (Las Islas del Canal) y la Isle of Man (Isla de Man).

*Directorate General of Foreign Policy
San José, 15 February 1973.*

Your Excellency,

I have the honour to reply to your Note No. 7-UK 6/27 of 15 February 1973 in which reference is made to the recent discussions concerning development aid from the Government of the United Kingdom of Great Britain and Northern Ireland to the Government of Costa Rica and in which you inform us that the Government of the United Kingdom are prepared to conclude an agreement with the Government of Costa Rica in the following terms. The position of the Government of the United Kingdom with regard to the provision of finance and the commitment of that Government and the Government of Costa Rica as regards associated matters shall be as respectively set out in Part A and Part B below:

- A. The Government of the United Kingdom declare that it is their intention to make available to the Government of Costa Rica by way of a loan a sum not exceeding £2,200,000 (two million two hundred thousand pounds sterling) for the purchase in the United Kingdom of water supply equipment for use by the National Waterworks and Sewerage Service of Costa Rica (SNAA) for the improvement and development of the water supply of the metropolitan area of San José.
- B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs of this Note insofar as they relate to things to be done by or on behalf of that Government. The Government of Costa Rica shall adopt the arrangements and procedures so described insofar as they relate to things to be done by or on behalf of that Government.
- (2) (a) For the purpose of these arrangements the Government of Costa Rica shall, by a request in the form set out in Annex A to this Note, open a special account (hereinafter referred to as "the Account") with the Crown Agents for Oversea Governments and Administrations, 4 Millbank, London, SW1 (hereinafter referred to as "the Crown Agents"). The Account shall be operated in accordance with the instructions contained in the said request.
- (b) As soon as the Account is opened and before taking any other of the steps required by these arrangements for obtaining any part of the loan, the Government of Costa Rica shall furnish the Government of the United Kingdom with a copy of their instructions to the Crown Agents given in accordance with the provisions of sub-paragraph (a). The Government of Costa Rica, or the Crown Agents on their behalf, shall at the same time, and so often as any change is made therein, notify the Government of the United Kingdom of the names of the officers who are duly authorised to sign on its behalf the Requests for

Drawing hereinafter provided and shall furnish a specimen signature in duplicate for each such officer.

- (3) Save and to the extent (if any) to which the Government of the United Kingdom may otherwise agree, drawings from the loan shall be used only:
- (a) for payments under a contract for the purchase in the United Kingdom (which expression in this Note shall be deemed to include the Channel Islands and the Isle of Man) of water supply equipment wholly produced or manufactured in the United Kingdom, or for work to be done or for services to be rendered in connection with such equipment by persons ordinarily resident or carrying on business in the United Kingdom including the cost of consultancy services provided by a firm of consultants, whose principal place of business is in the United Kingdom and who have been selected in consultation with, and on terms approved by the Government of the United Kingdom or for two or more of such purposes, being a contract which:
 - (i) provides for payment in sterling to persons carrying on business in the United Kingdom; and
 - (ii) is approved on behalf of the Government of Costa Rica and accepted on behalf of the Government of the United Kingdom for financing from the loan; and
 - (iii) is a contract entered into after the date of this Note and before 30 June 1977.
 - (b) for payment of charges and commissions due to the Crown Agents in respect of their services on behalf of the Government of Costa Rica in connection with this loan.
- (4) Where the Government of Costa Rica proposes that part of the loan shall be applied to a contract, that Government shall ensure that the Crown Agents acting on their behalf obtain at the earliest opportunity:
- (i) a copy of the contract, or of a notification in the form set out in Annex B to this Note; and
 - (ii) two copies of a certificate from the United Kingdom contractor concerned in the form set out in Annex C to this Note.
- (5) (a) After the Crown Agents acting on behalf of the Government of the United Kingdom have considered the documents obtained in pursuance of the procedure described in the foregoing provisions of this Note, they shall decide whether and to what extent a contract is eligible for payment from the loan.
- (b) To the extent that the Crown Agents acting on behalf of the Government of the United Kingdom so accept a contract or transaction 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 Costa

Rica, in the form set out in Annex D to this Note, make payments in sterling into the Account, and each such payment shall constitute a drawing on the loan.

- (c) Unless the Government of the United Kingdom otherwise agrees payments into the Account shall not be made after the 30 September 1977.
- (6) Withdrawals of money 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 to which paragraph B (3) (a) above refers, withdrawals shall be made only on receipt by the Crown Agents of Payment Certificates from the contractors concerned, in the form shown in Annex E to this Note and the invoices (or a photocopy or duplicates of such invoices) referred to therein;
- (b) for payments to which paragraph B (3) (b) above refers the Crown Agents shall debit the Account.
- (7) If any monies which have been paid out of the Account are subsequently refunded either by the Contractor or by a Guarantor, the Government of Costa Rica shall, so long as there are payments to be made from the Account, pay an equivalent of such sums into the Account and, in any other case, apply the refund to the reduction of the loan.
- (8) The Government of Costa Rica shall repay to the Government of the United Kingdom in pounds sterling in London, the total sum borrowed under the arrangements set out in this Note, such repayments 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 in relation to that date only the amount then outstanding need be paid:

INSTALMENTS

<i>Date due</i>	<i>Amount</i>
	£
15 August 1976 and on the 15 August in each of the succeeding 21 years	50,000
15 February 1977 and on 15 February in each of the succeeding 21 years	50,000

- (9) The Government of Costa Rica shall pay to the Government of the United Kingdom in pounds sterling in London interest on drawings from the loan in accordance with this paragraph:
- (a) the rate of interest in respect of each drawing shall be 6% (six per cent) per annum;
- (b) interest shall be calculated in respect of each drawing 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 15 August 1973 and subsequent payments shall be made on 15 February 1974 and thereafter on 15 August and 15 February in each year.
- (10) Notwithstanding the provisions of paragraph (8) the Government of Costa Rica 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 that is still outstanding, together with the accrued interest thereon calculated as in paragraph (9) above up to the date of payment.
- (11) The Government of Costa Rica shall ensure the provision of such finance additional to the loan finance provided in accordance with the arrangements set out in this Note, as may be needed to complete the project.
- (12) In relation to goods and services provided with finance from the loan, the Government of Costa Rica shall permit officers from the British Embassy and other servants or agents of the British Government to inspect any such goods, or the documents relating to any such goods and services and shall furnish such officers, servants or agents with such information relating to the goods and services as the latter may reasonably require

I have the honour to inform Your Excellency that the Government of Costa Rica accepts the foregoing proposals, and in consequence, Your Excellency's Note and its Annexes, together with this reply, constitutes an Agreement between the two Governments which shall enter into force on the date on which the Government of Costa Rica notifies the Government of the United Kingdom that they have complied with their constitutional requirements and which shall be known as the United Kingdom/Costa Rica Loan 1973.

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

GONZALO J. FACIO

Minister of External Relations

[Annexes as in No. 1]



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