



Treaty Series No. 51 (2002)

Exchange of Notes

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Côte d'Ivoire

concerning Certain Commercial Debts

(The United Kingdom/Côte d'Ivoire
Debt Agreement No. 8 (1998))

Abidjan, 6 February and 5 June 2002

[The Agreement entered into force on 5 June 2002]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
November 2002*

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Translation of No. 1

The British Ambassador to the Minister of State, Ministry of Foreign Affairs of the Republic of Côte d'Ivoire

Abidjan

6 February 2002

I have the honour to refer to the Agreed Minute on the Consolidation of the Debt of the Republic of Côte d'Ivoire which was signed in Paris on 24 April 1998, and to inform Your Excellency that the Government of the United Kingdom of Great Britain and Northern Ireland is prepared to provide debt relief to the Government of the Republic of Côte d'Ivoire 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 Côte d'Ivoire, I have the honour to propose that this Note together with its Annex, and your reply to that effect, shall constitute an Agreement between our two Governments in this matter which shall be known as 'The United Kingdom/Côte d'Ivoire Debt Agreement No 8 (1998)' 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.

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 Côte d'Ivoire which was signed in Paris on 24 April 1998;
 - (b) "Appropriate Market Rate" means the Reference Rate plus 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 New York City in the case of US dollars;
 - (d) "the Consolidation Period" means the period from 1 April 1998 to 31 March 2001 inclusive;
 - (e) "Côte d'Ivoire" means the Republic of Côte d'Ivoire;
 - (f) "Currency of the Debt" means the currency specified in the Previous Agreements and the Seventh 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, the provisions of this Annex apply;
 - (h) "the Department" means 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;
 - (i) "Maturity" in relation to a Debt specified in Section 2 means either 31 March 1998 or the date for payment specified in any of the Previous Agreements and the Seventh Agreement if that date is later;
 - (j) "the Previous Agreements" means the Agreements between the Government of the United Kingdom and the Government of Côte d'Ivoire on Certain Commercial Debts signed on 14 July 1988¹, 18 October 1990² and 30 July 1992³.

¹ Treaty Series No. 77 (1988) Cm 528.

² Treaty Series No. 71 (1991) Cm 1673.

³ Treaty Series No. 2 (1993) Cm 2126.

- (k) “Reference Rate” means the rate (rounded upwards where necessary to the nearest multiple of 1/16th (one sixteenth) of one per cent) quoted to the Department by a bank to be agreed upon by the Department and the Trésor, as the rate at which that bank is offering six-month eurodollar deposits, in the case of a Debt denominated in US dollars, or six-month sterling deposits, in the case of a Debt denominated in sterling, in the London interbank market at 11 am (London time) two Business Days before the commencement of the relevant interest period;
 - (l) “the Seventh Agreement” means the Agreement between the Government of the United Kingdom and the Government of Côte d’Ivoire on Certain Commercial Debts signed on 1 February 1995;¹
 - (m) “Trésor” means the Direction Générale de la Comptabilité Publique et du Trésor of the Republic of Côte d’Ivoire;
 - (n) “United Kingdom” means the United Kingdom of Great Britain and Northern Ireland.
- (2) All interest payable pursuant to this Annex shall be calculated on the basis of actual days elapsed and a year of 360 days, in the case of Debts denominated in US dollars, and 365 days, in the case of Debts denominated in sterling.
- (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

The provisions of this Annex shall, subject to the provisions of Article IV paragraph 4 of the agreed Minute, apply to:

- (a) any amount, whether of principal or of interest (excluding interest accrued on interest), payable under the Previous Agreements which fell due on or before 31 March 1998 or which has fallen due or will fall due during the Consolidation Period and remains unpaid; and
- (b) any amount, whether of principal or of interest (excluding interest accrued on interest), payable under the Seventh Agreement which fell due on or before 31 March 1998 and remains unpaid; and
- (c) any amount, whether of principal or of interest (excluding interest accrued on interest), payable under the Seventh Agreement which has fallen due or will fall due during the Consolidation Period and remains unpaid; and
- (d) any amount of interest accrued on interest payable under any of the Previous Agreements and the Seventh Agreement which fell due on or before 31 March 1998 and remains unpaid.

¹ Treaty Series No. 67 (1995) Cm 2955.

SECTION 3

Payments under the Previous Agreements and the Seventh Agreement

Subject to Section 10, the provisions of the Previous Agreements and the Seventh Agreement insofar as they relate to the payment of any Debt as defined herein shall cease to apply upon the entry into force of this Agreement.

SECTION 4

Debt Reduction and Payment

- (1) The Department shall reduce the amount of each Debt specified in Section 2(a) by 80 per cent on Maturity.
- (2) The Government of Côte d'Ivoire shall pay to the Department, in accordance with the provisions of Section 6(1), the remainder of each Debt specified in Section 2(a) on the following date and in the following percentages:

<i>Repayment Date</i>	<i>Percentage to be repaid</i>
1 April 2006	0.12
1 October 2006	0.20
1 April 2007	0.28
1 October 2007	0.38
1 April 2008	0.48
1 October 2008	0.58
1 April 2009	0.70
1 October 2009	0.82
1 April 2010	0.94
1 October 2010	1.08
1 April 2011	1.22
1 October 2011	1.36
1 April 2012	1.52
1 October 2012	1.70
1 April 2013	1.86
1 October 2013	2.06
1 April 2014	2.26
1 October 2014	2.46
1 April 2015	2.68
1 October 2015	2.92
1 April 2016	3.18
1 October 2016	3.44
1 April 2017	3.70
1 October 2017	4.00
1 April 2018	4.30
1 October 2018	4.64
1 April 2019	4.98
1 October 2019	5.34
1 April 2020	5.72
1 October 2020	6.12
1 April 2021	6.54
1 October 2021	7.00
1 April 2022	7.46
1 October 2022	7.96

(3) The Government of Côte d'Ivoire shall pay to the Department, in accordance with the provisions of Section 6(1), 100 per cent of the Debt specified in Section 2(b) in 8 equal and consecutive half-yearly instalments commencing on 30 September 2001.

(4) The Government of Côte d'Ivoire shall pay to the Department, in accordance with the provisions of Section 6(1), 100 per cent of the Debt specified in Section 2(c) in 24 equal and consecutive half-yearly instalments commencing on 1 April 2003.

(5) The Government of Côte d'Ivoire shall also pay to the Department, in accordance with the provisions of Section 6(1), 100 per cent of the Debt specified in Section 2(d) as follows:

- 20 per cent on 31 March 1999
- 20 per cent on 30 September 1999
- 20 per cent on 31 March 2000
- 20 per cent on 30 September 2000
- 20 per cent on 31 March 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 Côte d'Ivoire shall pay to the Department interest on each Debt in accordance with the provisions of Section 6(1) to the extent that such Debt has not been settled by payment to the Department. Such interest shall be paid to the Department first on 1 December 1998 and then half-yearly on 1 April and 1 October each year commencing on 1 April 1999 for the Debts specified in Sections 2(a) and 2(c) and half yearly on 31 March and 30 September for the Debts specified in Sections 2(b) and 2(d) (the "Due Dates").

(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 Côte d'Ivoire 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 Trésor shall:
- (a) where possible draw upon the special account at the Banque de France referred to in Article IV paragraph 5 of the Agreed Minute to meet such payments, and
 - (b) in any event arrange for the necessary amounts, without deduction of taxes, fees, other public charges or any other costs incurred outside the United Kingdom, to be paid in the Currency of the Debt to an account notified by the Department to the Trésor.
- (2) If the day on which such a payment fails due is not a Business Day payment shall be made on the next succeeding Business Day.
- (3) The Trésor 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 Trésor shall exchange all information required for the implementation of this Annex.

SECTION 8

Other Debt Settlements

(1) The Government of Côte d'Ivoire undertakes to fulfil its commitments under Article III of the Agreed Minute and agrees to accord to the Government of the United Kingdom terms no less favourable than those agreed with any other creditor, 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

Debt Swaps Option

The Department shall give prior notification to the Government of Côte d'Ivoire if it wishes to exercise the option given in Article II paragraph 3 of the Agreed Minute to sell or exchange Debt. This option may only be implemented with the consent of the Government of Côte d'Ivoire and will only be exercised on condition that the Debt sold or exchanged is discharged in CFA francs.

SECTION 10

Conditionality

The Department reserves the right to declare that this Annex shall not apply to Debts with a Maturity from 1 April 1999 to 31 March 2000 and from 1 April 2000 to 31 March 2001 if the conditions referred to in Article IV paragraphs 4b and 4c of the Agreed Minute have not been met by 31 July 1999 and 31 July 2000 respectively.

No. 2

The Minister of State, Ministry of Foreign Affairs of the Republic of Côte d'Ivoire to the British Ambassador at Abidjan

Abidjan

5 June 2002

Translation of No. 2

Excellency,

I have the honour to acknowledge receipt of your Note of 6 February 2002 in respect of Agreement No 8 (1998) on the consolidation of debt between the United Kingdom and the Republic of Côte d'Ivoire.

The terms and conditions set out in the Annex to your Note are acceptable to the Government of the Republic of Côte d'Ivoire.

Accordingly, your Note together with its Annex, and this reply, shall constitute an Agreement between our two Governments. That Agreement, which shall be known as "The United Kingdom/Côte d'Ivoire Debt Agreement No 8 (1998)", shall come into force with effect from today.

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

