



Treaty Series No. 40 (1969)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Ghana

on Medium-term Commercial Debts owed
by the Government of the Republic of
Ghana and Residents of Ghana

Accra, 17 December 1968

[The Agreement entered into force on 1 January 1969]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 1969*

LONDON

HER MAJESTY'S STATIONERY OFFICE

1s. 3d. net

AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF GHANA ON MEDIUM-
TERM COMMERCIAL DEBTS OWED BY THE GOVERNMENT
OF THE REPUBLIC OF GHANA AND RESIDENTS
OF GHANA

The Government of the Republic of Ghana (hereinafter referred to as "the Ghana Government") and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the United Kingdom Government"),

Considering that, following the announcement of the Ghana Government made on 1 June, 1966, of the suspension of certain transfers in respect of payments of debts owed by them and by persons and corporations resident in Ghana to creditors resident outside Ghana, an Agreement, signed upon 27 February, 1967,⁽¹⁾ was concluded between the Ghana Government and the United Kingdom Government to provide by means of a transfer scheme for the resumption of the transfer of such payments upon terms specified in the aforementioned Agreement,

Considering the letter of 15 May, 1968, from the Ghana Government to the United Kingdom Government requesting the United Kingdom Government to convene a meeting to discuss further arrangements for the continuance of the transfer of such payments,

Considering that the terms on which the transfer of such payments might be continued were discussed at a Conference held in London from 16 October to 22 October, 1968, both dates inclusive at which the Ghana Government and the United Kingdom Government together with certain other Governments and the International Monetary Fund and the International Bank for Reconstruction and Development were represented,

Considering that the United Kingdom Government, after consultation with the other creditors concerned (being persons and corporations resident in the United Kingdom), have undertaken to represent them in negotiations with the Ghana Government respecting the continuation of such transfers, and

Desiring to conclude on the basis of the proposals formulated at the said Conference an Agreement for the continuation of such transfers,

Have agreed on the establishment of a further transfer scheme hereinafter more specifically set out and described to provide for the settlement of certain debts owed by the Ghana Government and by persons and corporations resident or carrying on business in Ghana to the Government of the United Kingdom or to persons or corporations resident in the United Kingdom.

(1) "Treaty Series No. 31 (1967)", Cmnd. 3247.

ARTICLE 1

Definitions

In this Agreement and in the Schedules thereto unless the contrary intention appears—

- (a) “Board of Trade” shall mean the Board of Trade of the United Kingdom;
- (b) “consolidation period” shall mean the period from 1 January, 1969, to 30 June, 1972, both dates inclusive;
- (c) “creditor” shall mean a creditor as defined in Article 2;
- (d) “debtor” shall mean a debtor as defined in Article 2 and includes a guarantor;
- (e) “debt” shall mean any debt, as defined in Article 2 and includes any contractual interest thereon due or falling due on or before maturity; but shall not include a debt expressed as payable in New Cedis arising under or in relation to the medium-term credit contract to which it refers;
- (f) “maturity” in relation to a debt shall mean the date for the payment thereof under the relevant medium-term credit contract or under a promissory note or bill of exchange drawn pursuant to the terms of such medium-term credit contract;
- (g) “medium-term credit contract” shall mean a medium-term credit contract as defined in Article 2;
- (h) “moratorium interest” shall mean moratorium interest payable under the provisions of Article 5;
- (i) “transfer scheme” shall mean the transfer scheme referred to in Article 4.

ARTICLE 2

The Debts

The provisions of this Agreement shall apply to any debt owed as original debtor or guarantor by the Ghana Government or by a person or corporation resident or carrying on business in Ghana to the United Kingdom Government or to a person or corporation resident in the United Kingdom (hereinafter referred to as “debtor” and “creditor” respectively):

Provided that—

- (a) the debt arises under or in relation to either a contract for a credit or a loan agreement, in either case with an original maturity exceeding one year but not exceeding twelve years, and for the supply of goods or services or both from outside Ghana and concluded before 24 February, 1966 (such a contract or agreement being hereinafter referred to as “a medium-term credit contract”);

- (b) payment of the debt will fall due during the consolidation period; and
- (c) the debt is not in respect of an amount the payment of which is required under the terms of the relevant medium-term credit contract to be made either as a condition of its execution or completion or in respect of its cancellation.

ARTICLE 3

Payments in Ghana in respect of Debts

(1) During the consolidation period payments in respect of debts equal to the full contractual amount due shall, where necessary by reason of the terms of the relevant credit insurance guarantee given by the Board of Trade, be made or paid over when due into a special account with the Bank of Ghana.

(2) Such payments shall be in New Cedis and in the case of a debt expressed as payable in sterling the amount to be so paid shall be the equivalent in New Cedis. They shall remain with the Bank of Ghana until the debt in respect of which they are made or paid over has been settled by transfer in accordance with the provisions of the transfer scheme to the creditor concerned.

(3) The Bank of Ghana shall as soon as possible notify the Board of Trade of—

- (a) any payment made or paid over to the Bank of Ghana in accordance with paragraph (1);
 - (b) any payment to which paragraph (1) relates which is not made or paid over in accordance with that paragraph.
- (4) The notification shall give—
- (a) the amount and date of the payment made or paid over to the Bank of Ghana in New Cedis and its equivalent expressed in sterling;
 - (b) particulars of the medium-term credit contract to which it relates.

ARTICLE 4

The Transfer Scheme

(1) In order to provide for the settlement of debts under this Agreement the Ghana Government shall ensure transfers in sterling to or for the credit of creditors resident in the United Kingdom in accordance with the transfer scheme set out in Schedule 1 to this Agreement.

(2) The amount to be so transferred in respect of any debt shall be calculated on the amount of that debt expressed in sterling.

ARTICLE 5

Moratorium Interest

(1) The Ghana Government shall pay to the creditor moratorium interest in accordance with the provisions of this Article on the amount of any debt at maturity to the extent that it has not been settled by transfer to the creditor in accordance with Article 4.

(2) Moratorium interest shall accrue during, and shall be payable in respect of, the period from maturity until the settlement of the debt by a transfer to the creditor in accordance with Article 4, and shall be paid and transferred in sterling to the creditor concerned half-yearly on 30 June and 31 December of each year.

(3) Moratorium interest shall be—

- (a) paid at the rate specified in the relevant medium-term credit contract for interest to be paid on payments thereunder which are overdue, or, in the case of payments under bills of exchange or promissory notes drawn pursuant to the terms of such medium-term credit contract, at the rate specified therein in respect of interest on such payments when overdue; provided that where in any case no rate is so specified the rate shall be 6 per cent per annum; and
- (b) calculated on the outstanding amount of the full contractual debt.

ARTICLE 6

The Bank of Ghana

In the execution of the provisions of this Agreement the Bank of Ghana shall act as the agent of the Ghana Government.

ARTICLE 7

Exchange of Information

The United Kingdom Government and the Ghana Government shall exchange all information required for the proper implementation of this Agreement.

ARTICLE 8

Other Debt Settlements

If the Ghana Government shall at any time make arrangements for the settlement of any debt the payment of which will fall due between 1 January, 1969, and 30 June, 1972, both dates inclusive, arising under or in relation to a contract for a credit or a loan agreement, with an original maturity

exceeding one year but not exceeding twelve years, for the supply of goods or services or both from outside Ghana and concluded before 24 February, 1966, which they or persons or corporations resident or carrying on business in Ghana owe as original debtor or guarantor to the Government of, or to persons or corporations carrying on business or resident in, any country other than the United Kingdom on terms which are more favourable to the creditors concerned than those provided for in this Agreement, the Ghana Government shall forthwith accord no less favourable terms for the settlement of debts incurred under the medium-term credit contracts due to creditors resident in the United Kingdom:

Provided that the foregoing shall not apply in the case of debts in respect of which payments in the aggregate falling due thereunder after 31 December, 1968, to persons or corporations resident in any creditor country other than the United Kingdom total less than the equivalent of US\$35,000.

ARTICLE 9

Preservation of Rights and Obligations

This Agreement and its implementation shall not affect the rights and obligations of the individual creditors, debtors or guarantors concerned.

ARTICLE 10

Technical Rules

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

ARTICLE 11

Entry into Force and Duration

This Agreement shall come into force on the first day of January, 1969, and shall terminate when the last of the transfers to be made under Articles 4 and 5 to the United Kingdom has been completed.

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

DONE in duplicate in Accra this seventeenth day of December, 1968.

For the Government of the Republic
of Ghana:

E. N. OMABOE.

For the Government of the United
Kingdom of Great Britain and
Northern Ireland:

A. H. BIRCH.

SCHEDULE 1

Transfer Scheme

In respect of each debt falling due within the consolidation period there shall be transferred to the United Kingdom—

- (a) an amount equal to 20 per cent of that debt on maturity except that, in relation to each debt falling due between 1 January, 1969, and 31 December, 1969, both dates inclusive, an amount equal to 15 per cent of that debt shall be transferred on maturity and amounts each equal to $2\frac{1}{2}$ per cent of that debt shall be transferred on 1 January, 1971, and 1 January, 1972;
- (b) an amount equal to 3 per cent of that debt in two equal instalments on 1 July, 1974, and 1 October, 1974;
- (c) in equal quarterly instalments on 1 January, 1 April, 1 July and 1 October in each calendar year—
 - (i) an amount equal to 7 per cent of that debt in the calendar year 1975;
 - (ii) amounts equal to 10 per cent of that debt in each of the calendar years 1976, 1977, 1978 and 1979;
 - (iii) amounts equal to 15 per cent of that debt in each of the calendar years 1980 and 1981.

SCHEDULE 2

Technical Rules

1. The Bank of Ghana and the Board of Trade shall classify the debts referred to in Article 2 in the following four *Groups*—

- (a) *Group 1* containing particulars of debts to creditors resident in the United Kingdom falling due between 1 January, 1969, and 30 June, 1969, both dates inclusive;
- (b) *Group 2* containing particulars of debts to creditors resident in the United Kingdom falling due in the financial year ending 30 June, 1970;
- (c) *Group 3* containing particulars of debts to creditors resident in the United Kingdom falling due in the financial year ending 30 June, 1971;
- (d) *Group 4* containing particulars of debts to creditors resident in the United Kingdom falling due in the financial year ending 30 June, 1972.

2. Such classification shall be completed as soon as possible and in any event in time for all transfers to be made in accordance with the provisions of the transfer scheme set out in Schedule 1 provided that such classification may be reviewed from time to time at the request of the Bank of Ghana or of the Board of Trade and if necessary altered or amended whether by additions, deletions or transfers from one group to another.

3. (a) The Bank of Ghana shall remit the necessary amounts in sterling to the commercial bank in the United Kingdom designated by the Bank of Ghana together with payment instructions in favour of each of the creditors due for payment in accordance with this Agreement.

(b) When making transfers the Bank of Ghana shall give the Board of Trade, through the United Kingdom High Commissioner in Accra, particulars of the debts or of the moratorium interest to which such transfers relate.

HER MAJESTY'S STATIONERY OFFICE

Government Bookshops

49 High Holborn, London w.c.1
13A Castle Street, Edinburgh 2
109 St. Mary Street, Cardiff cf1 1jw
Brazennose Street, Manchester M60 8AS
50 Fairfax Street, Bristol bs1 3DE
258 Broad Street, Birmingham 1
7 Linenhall Street, Belfast BT2 8AY

*Government publications are also available
through any bookseller*