

GABON



Treaty Series No. 104 (1996)

# Exchange of Notes

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

concerning Certain Commercial Debts  
(United Kingdom/Gabon Debt  
Agreement No. 5 (1995))

Yaounde, 30 July 1996 and Libreville, 9 September 1996

[The Agreement entered into force on 9 September 1996]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
December 1996*

£2.50

Cm 3487

**EXCHANGE OF NOTES  
BETWEEN THE GOVERNMENT OF THE  
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND  
AND THE GOVERNMENT OF THE REPUBLIC OF GABON  
CONCERNING CERTAIN COMMERCIAL DEBTS  
(UNITED KINGDOM/GABON DEBT AGREEMENT NO. 5 (1995))**

No. 1

*Her Majesty's Ambassador to the Republic of Gabon, resident at Yaounde to the  
Ministry for Finance and Budget of the Republic of Gabon*

*British Embassy  
Yaounde*

*30 July 1996*

I have the honour to refer to the Agreed Minute on the Consolidation of the Debt of the Republic of Gabon which was signed at the Conference held in Paris on 12 December 1995 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 Gabon 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 Gabon, 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/Gabon Debt Agreement No. 5 (1995)" 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.

N. M. McCARTHY

## 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 Gabon which was signed at the Conference held in Paris on 12 December 1995;
  - (b) “Appropriate Market Rate” means the Reference Rate plus 0.5 per cent;
  - (c) “Business Day” means a day excluding Saturday and Sunday 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;
  - (d) “the Consolidation Period” means the period from 1 December 1995 to 30 November 1998 inclusive;
  - (e) “Contract” means a contract, including any agreement supplemental thereto, entered into before 1 July 1986, the parties to which include the Debtor and a Creditor and which either was for the sale of goods and/or services from outside Gabon to a buyer in Gabon, 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;
  - (f) “Creditor” means a person or body of persons or corporation resident or carrying on business in the United Kingdom, the Channel Islands or the Isle of Man, or any successor in title thereto;
  - (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 Gabon (whether as primary debtor or as guarantor), or any successor in title thereto;
  - (i) “the Department” means the Secretary of State acting by the Export Credits Guarantee Department or any other Department of the Government of the United Kingdom which the Secretary of State may subsequently nominate for the purpose hereof;
  - (j) “the DGCP” means the Direction Generale de la Comptabilite Publique of the Republic of Gabon;
  - (k) “Gabon” means the Republic of Gabon;
  - (l) “Maturity” in relation to a Debt:
    - (i) specified in Section 2(1)(a) and 2(1)(d) means 30 November 1995,
    - (ii) specified in Section 2(1)(b) means the relevant date for payment specified in the Previous Agreements,
    - (iii) specified in Section 2(1)(c) 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;
  - (m) “the Previous Agreements” means the Agreements between the Government of the United Kingdom and the Government of Gabon on Certain Commercial Debts signed on 9 September 1987<sup>1</sup>, 12 October 1988<sup>2</sup> and 12 March 1991<sup>3</sup> respectively;
  - (n) “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 DGCP as the rate at which that bank is offering six-month sterling deposits in the London Interbank Market at 11am (London time) two Business Days before the commencement of the relevant interest period;

---

<sup>1</sup>Treaty Series No. 53 (1988) Cm 452.

<sup>2</sup>Treaty Series No. 29 (1989) Cm 752.

<sup>3</sup>Treaty Series No. 76 (1991) Cm 1740.

- (o) "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 paragraphs 3 and 5 of the Agreed Minute, apply to:
  - (a) any amount, whether of principal or of interest (including interest accrued on interest), payable under the Previous Agreements which fell due on or before 30 November 1995 and which remains unpaid; and
  - (b) any amount, whether of principal or of interest, payable under the Previous Agreements which has fallen due or will fall due during the Consolidation Period and which remains unpaid; and
  - (c) 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 CFA francs;
    - (iv) is not an amount payable under any of the Previous Agreements;
    - (v) does not arise from an amount payable upon or as a condition of the cancellation or termination of the Contract; and
    - (vi) fell due for payment on or before 30 November 1995 and which remains unpaid; or
    - (vii) has fallen due or will fall due for payment during the Consolidation Period and remains unpaid; and
  - (d) any amount of interest which is charged under Section 5 in respect of debt specified in paragraph (1)(c) of this Section and which has accrued on or before 30 November 1995.
- (2) The Department and the DGCP 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 DGCP, but may not be added to or amended without the agreement of both the Department and the DGCP. 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.

## SECTION 4

### Payment of Debt

(1) The Government of Gabon shall pay to the Department, in accordance with the provisions of Section 6(1), each Debt specified in Section 2(1)(a) and 2(1)(c) which fell due on or before 30 November 1995 on the following dates and in the following percentages:

<i>Repayment Date</i>	<i>Percentage to be repaid</i>
1 December 1999	2.64
1 June 2000	2.83
1 December 2000	3.03
1 June 2001	3.24
1 December 2001	3.46
1 June 2002	3.68
1 December 2002	3.92
1 June 2003	4.16
1 December 2003	4.42
1 June 2004	4.68
1 December 2004	4.96
1 June 2005	5.25
1 December 2005	5.54
1 June 2006	5.85
1 December 2006	6.17
1 June 2007	6.51
1 December 2007	6.85
1 June 2008	7.22
1 December 2008	7.61
1 June 2009	7.98

(2) The Government of Gabon shall also pay to the Department, in accordance with the provisions of Section 6(1), all other Debts on the following dates and in the following percentages:

<i>Repayment Date</i>	<i>Percentage to be repaid</i>
1 December 1999	1.91
1 June 2000	2.02
1 December 2000	2.14
1 June 2001	2.26
1 December 2001	2.39
1 June 2002	2.52
1 December 2002	2.66
1 June 2003	2.80
1 December 2003	2.94
1 June 2004	3.10
1 December 2004	3.25
1 June 2005	3.42
1 December 2005	3.58
1 June 2006	3.76
1 December 2006	3.94
1 June 2007	4.13
1 December 2007	4.32
1 June 2008	4.52
1 December 2008	4.73
1 June 2009	4.95

<i>Repayment Date</i>	<i>Percentage to be repaid</i>
1 December 2009	5.17
1 June 2010	5.40
1 December 2010	5.64
1 June 2011	5.89
1 December 2011	6.14
1 June 2012	6.42

## 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 Gabon 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 a half-yearly basis on 1 June and 1 December (the "Due Dates") each year commencing on 1 June 1996.
- (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 Gabon 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 DGCP shall:
  - (a) where possible draw upon the special account referred to in Article IV paragraph 4 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 accruing inside or outside Gabon, to be paid in sterling to an account notified by the Department to the DGCP.
- (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 DGCP 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 DGCP shall exchange all information required for the implementation of this Annex.

## SECTION 8

### **Other Debt Settlements**

- (1) The Government of Gabon 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

### **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 Gabon are authorised to act respectively on behalf of and to bind such Creditor and Debtor.

## SECTION 10

### **Conditionality**

The Department reserves the right to declare that this Annex shall not apply to Debts with a Maturity from 1 January 1997 to 31 December 1997 and from 1 January 1998 to 30 November 1998 if

- (a) the reviews referred to in Article IV paragraphs 3b and 3c of the Agreed Minute have not yet been completed by 31 December 1996 and 31 December 1997 respectively, and
- (b) any payment due under this Annex is not made in full on due date.

*The Ministry of Finance and Budget of the Republic of Gabon to Her Majesty's  
Ambassador at Yaounde*

*Libreville  
9 September 1996*

Excellence,

J'ai l'honneur d'accuser réception de la note de votre Excellence du 30 Juillet 1996 qui, dans sa traduction, est formulée comme suit:

Citation: J'ai l'honneur de me référer au Procès-Verbal agréé relatif à la consolidation de la dette de la République Gabonaise qui a été signé à la Conférence tenue à Paris le 12 Décembre 1995 et d'informer votre Excellence que le Gouvernement du Royaume Uni de Grande-Bretagne et d'Irlande du Nord est disposé à accorder un allègement de dette au Gouvernement de la République Gabonaise suivant les modalités et conditions énoncées à l'annexe ci-jointe.

Si ces modalités et conditions sont acceptables par le Gouvernement de la République Gabonaise, j'ai l'honneur de proposer que la présente note, accompagnée de son annexe, et votre réponse à cet effet constituent un accord entre nos deux Gouvernements à ce sujet, qui s'intitulera «Accord N° 5 (1995) entre le Royaume-Uni et le Gabon relatif à ses dettes», et entrera en vigueur à la date de votre réponse.

J'ai l'honneur de faire part à votre Excellence de l'assurance de ma très haute considération.

J'ai l'honneur de confirmer que les modalités et conditions énoncées à l'annexe de votre note sont acceptables par le Gouvernement de la République Gabonaise et que votre note, accompagnée de son annexe et la présente réponse constituent un accord entre nos deux Gouvernements à ce sujet, qui s'intitule Accord N° 5 (1995) entre le Royaume Uni et le Gabon relatif à des dettes et entre en vigueur ce jour.

J'ai l'honneur de faire part à votre Excellence de l'assurance de ma très haute considération.

M. DOUPAMBY-MATOKA



Translation of No. 2

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of 30 July 1996 which in translation reads as follows:

[As in No. 1]

[Annex as in No. 1]

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 Gabon 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/Gabon Debt Agreement N° 5 (1995)» and which shall enter into force today.

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

M. DOUPAMBY-MATOKA

*The* Stationery  
Office

**Published by The Stationery Office Limited**  
and available from:

**The Publications Centre**

(Mail, telephone and fax orders only)  
PO Box 276, London SW8 5DT  
General enquiries 0171 873 0011  
Telephone orders 0171 873 9090  
Fax orders 0171 873 8200

**The Stationery Office Bookshops**

49 High Holborn, London WC1V 6HB  
(counter service and fax orders only)  
Fax 0171 831 1326

68-69 Bull Street, Birmingham B4 6AD

0121 236 9696 Fax 0121 236 9699

33 Wine Street, Bristol BS1 2BQ

01179 264306 Fax 01179 294515

9-21 Princess Street, Manchester M60 8AS

0161 834 7201 Fax 0161 833 0634

16 Arthur Street, Belfast BT1 4GD

0123 223 8451 Fax 0123 223 5401

The Stationery Office Oriel Bookshop

The Friary, Cardiff CF1 4AA

01222 395548 Fax 01222 384347

71 Lothian Road, Edinburgh EH3 9AZ

(counter service only)

In addition customers in Scotland may mail,  
telephone or fax their orders to:

Scottish Publication Sales,

South Gyle Crescent, Edinburgh EH12 9EB

0131 479 3141 Fax 0131 479 3142

**Accredited Agents**

(see Yellow Pages)

*and through good booksellers*

ISBN 0-10-134872-X



9 780101 348720