



Treaty Series No. 6 (1994)

Exchange of Notes

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

concerning Certain Commercial Debts (The United
Kingdom/Mali Debt Agreement No. 3 (1992))

Dakar, 3 September 1993 and Bamako, 20 September 1993

[The Agreement entered into force on 20 September 1993]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 1994*

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**EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE
REPUBLIC OF MALI CONCERNING CERTAIN COMMERCIAL DEBTS
(THE UNITED KINGDOM/MALI DEBT AGREEMENT NO. 3 (1992))**

No. 1

*Her Majesty's Ambassador (Resident at Dakar) to the Minister of Economy, Finance
and Planning of Mali*

*British Embassy
Dakar
3 September 1993*

Your Excellency,

I have the honour to refer to the Agreed Minute on the Consolidation of the Debt of the Republic of Mali which was signed at the Conference held in Paris on 29 October 1992, 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 Mali 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 Mali, 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/Mali Debt Agreement No. 3 (1992)' 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.

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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 Mali which was signed at the Conference held in Paris on 29 October 1992;
 - (b) "Appropriate Market Rate" means 7 per cent per annum;
 - (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 both London and New York City;
 - (d) "Contract" means a contract, or any agreement supplemental thereto, entered into before 1 January 1988, the parties to which include the Debtor and a Creditor and which either was for the sale of goods and/or services from outside Mali to a buyer in Mali, 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;
 - (e) "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;
 - (f) "Debt" means any debt to which, by virtue of the provisions of section 2(1), the provisions of this Annex apply;
 - (g) "Debtor" means the Government of Mali (whether as primary debtor or as guarantor);

- (h) "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;
 - (i) "Maturity" in relation to a Debt specified in Section 2(1) 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;
 - (j) "the Ministry" means the Ministry of Economy, Finance and Planning or any other institution which the Government of Mali may nominate for the purposes of this Annex;
 - (k) "the Previous Agreements" means the Agreements between the Government of the United Kingdom and the Government of Mali on Certain Commercial Debts signed on 14 February 1990¹ and 9 November 1990² respectively;
 - (l) "Mali" means the Republic of Mali;
 - (m) "the 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 360 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 references 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 4, 5, and 6 of the Agreed Minute, apply to any 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 either 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) falls due for payment on or before 31 August 1995 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 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

Payment of Debt

The Government of Mali shall pay to the Department, in accordance with the provisions of Section 5(1), each Debt specified in Section 2(1) on the following dates and in the following percentages:

¹ Treaty Series No. 39 (1991) Cm 1588.

² Treaty Series No. 77 (1991) Cm 1743.

<i>Repayment Date</i>	<i>Percentage to be Repaid</i>
1 October 1994	0.85
1 April 1995	0.89
1 October 1995	0.94
1 April 1996	0.98
1 October 1996	1.02
1 April 1997	1.07
1 October 1997	1.11
1 April 1998	1.16
1 October 1998	1.21
1 April 1999	1.26
1 October 1999	1.31
1 April 2000	1.36
1 October 2000	1.41
1 April 2001	1.47
1 October 2001	1.52
1 April 2002	1.58
1 October 2002	1.64
1 April 2003	1.70
1 October 2003	1.76
1 April 2004	1.82
1 October 2004	1.88
1 April 2005	1.95
1 October 2005	2.01
1 April 2006	2.08
1 October 2006	2.15
1 April 2007	2.22
1 October 2007	2.29
1 April 2008	2.36
1 October 2008	2.44
1 April 2009	2.51
1 October 2009	2.59
1 April 2010	2.67
1 October 2010	2.75
1 April 2011	2.84
1 October 2011	2.92
1 April 2012	3.00
1 October 2012	3.10
1 April 2013	3.19
1 October 2013	3.28
1 April 2014	3.37
1 October 2014	3.47
1 April 2015	3.57
1 October 2015	3.67
1 April 2016	3.77
1 October 2016	3.87
1 April 2017	3.99

SECTION 4

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 Mali shall be liable for and shall pay to the Department in accordance with the provisions of Section 5(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 half-yearly on 1 April and 1 October (the "Due Dates") each year commencing on 1 October 1993.

(3) All interest accruing up to each Due Date shall be paid at the rate of 1.1130 per cent applicable to each half-yearly interest period commencing with the half-yearly interest period within which the Maturity of the Debt concerned occurs.

(4) If any amount of interest payable in accordance with the provisions of paragraph (2) of this Section is not paid on the applicable Due Date, the Government of Mali shall be liable for and shall pay to the Department interest on such amount of overdue interest. Such additional interest shall accrue at the Appropriate Market Rate from day to day from the applicable Due Date to the date of receipt of the payment by the Department, and shall be due without further notice or demand.

SECTION 5

Payments to the Department

(1) When payment becomes due under the terms of Section 3 or 4, the Ministry shall arrange for the necessary amounts, without deduction of taxes, fees, other public charges or any other costs accruing inside or outside Mali, to be paid in US Dollars 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 interest as applicable to which the payments relate.

SECTION 6

Exchange of Information

The Department and the Ministry shall exchange all information required for the implementation of this Annex.

SECTION 7

Other Debt Settlements

(1) The Government of Mali undertakes to perform its obligations under Article III of the Agreed Minute and agrees to accord to the United Nations 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 4.

SECTION 8

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 Mali are authorised to act respectively on behalf of and to bind such Creditor and debtor.

SECTION 9

Debt Conversion Option

The Department agrees to give prior notification to the Government of Mali if it intends to exercise the option provided for in Article II paragraph 3 of the Agreed Minute. The Department also recognises that this option can only be implemented with the consent of the Government of Mali.

SECTION 10

Conditionality

(1) The Department reserves the right to declare that this Annex shall not apply to Debts with a Maturity from 1 September 1993 to 31 August 1994 if the approval referred to in Article IV paragraph 5a of the Agreed Minute has not been given by 31 October 1993, and if the payments referred to in Article IV paragraph 5b have not been received;

(2) The Department reserves the right to declared that this Annex shall not apply to Debts with a Maturity from 1 September 1994 to 31 August 1995 if the approval referred to in Article IV paragraph 6a of the Agreed Minute has not been given by 31 October 1994 and if the payments referred to in Article IV paragraph 6b have not been received.

*The Minister of Economy, Finance and Planning of Mali to Her Majesty's
Ambassador at Dakar*

*Bamako
20 September 1993*

No. 1062/MEFP-CAB

Excellence, Monsieur L'Ambassadeur,

J'ai l'honneur d'accuser réception de la note de votre Excellence en date du 03 Septembre 1993 dont la traduction est la suivante:

"Excellence,

J'ai l'honneur de me référer au Procès-Verbal approuvé relatif à la Consolidation de la Dette de la République du Mali qui a été signé lors de la Conférence de Paris le 29 Octobre 1992 et de porter à la connaissance de 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 du Mali conformément aux modalités et conditions énoncées à l'annexe ci-jointe.

Si ces modalités et conditions ont l'agrément du gouvernement de la République du Mali, 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, accord auquel il sera fait référence comme "l'Accord de Dette No. 3 entre le Royaume-Uni et le Mali (1992)" et qui entrera en vigueur à la date de votre réponse."

J'ai l'honneur de confirmer que les modalités et conditions énoncées à l'annexe de votre note ont l'agrément du Gouvernement de la République du Mali et que votre note accompagnée de son annexe, et la présente réponse, constituent un Accord entre nos deux Gouvernements, accord auquel il sera fait référence comme "l'Accord de Dette No. 3 (1992) entre le Royaume-Uni et le Mali" et qui entrera en vigueur ce jour.

J'ai l'honneur de transmettre à votre Excellence, l'assurance de ma très haute considération.

MAHAMAR O. MAIGA

[Translation of No. 2]

*Bamako
20 September 1993*

No. 1062/MEFP-CAB

Excellency, Mr Ambassador,

I have the honour to acknowledge receipt of your Excellency's Note of 3 September 1993 which in translation reads as follows:

[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 Mali and that your Note together with its Annex, and this reply, shall constitute an Agreement between our two Governments which is known as "The United Kingdom/Mali Debt Agreement No. 3 (1992)" and enters into force today.

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

MAHAMAR O. MAIGA

[Annex as in No. 1]

