

No. 30237

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
JORDAN**

**Exchange of notes constituting an agreement concerning
certain commercial debts (The United Kingdom/Jordan
Debt Agreement No. 2 (1992)) (with annex). Amman,
17 December 1992 and 5 January 1993**

Authentic text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 30 August 1993.*

**ROYAUME-UNI DE GRANDE BRETAGNE
ET D'IRLANDE DU NORD
et
JORDANIE**

**Échange de notes constituant un accord relatif à cer-
taines dettes commerciales [Accord no 2 (1992) entre le
Royaume-Uni et la Jordanie relatif à des dettes] (avec
annexe). Amman, 17 décembre 1992 et 5 janvier 1993**

Texte authentique : anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 30 août 1993.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN CONCERNING CERTAIN COMMERCIAL DEBTS (THE UNITED KINGDOM/JORDAN DEBT AGREEMENT No. 2 (1992))

I

*The British Chargé d'Affaires at Amman to the Minister of Finance
of the Hashemite Kingdom of Jordan*

BRITISH EMBASSY
AMMAN

17 December 1992

Your Excellency

I have the honour to refer to the Agreed Minute on the Consolidation of the Debt of the Hashemite Kingdom of Jordan which was signed at the Conference held in Paris on 28 February 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 Hashemite Kingdom of Jordan on the terms and conditions set out in the attached Annex.

If these terms and conditions are acceptable to the Government of the Hashemite Kingdom of Jordan, I have the honour to propose that this Note together with its Annex, and your reply to that effect, shall constitute an Agreement between the two Governments in this matter which shall be known as 'The United Kingdom/Jordan Debt Agreement No. 2 (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.

J. W. WATT

¹ Came into force on 5 January 1993, the date of the note in reply, in accordance with the provisions of the said notes.

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 Hashemite Kingdom of Jordan which was signed at the Conference held in Paris on 28 February 1992;
 - (b) “Appropriate Market Rate” means the Reference Rate plus a margin of 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) “Contract” means a contract, or any agreement supplemental thereto, entered into before 1 January 1989, the parties to which include a Debtor and a Creditor and which either was for the sale of goods and/or services from outside Jordan to a buyer in Jordan, or was for the financing of such a sale, and which in either case granted or allowed credit to a 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, including the Channel Islands and the Isle of Man, or any successor in title thereto;
 - (f) “Currency of the Debt” means the currency specified in the relevant Contract 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(1), the provisions of this Annex apply;
 - (h) “Debtor” means the Government of Jordan or any of its public sector bodies as described in Article II paragraph 1b of the Agreed Minute, whether as primary debtor or as guarantor;
 - (i) “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;
 - (j) “Jordan” means the Hashemite Kingdom of Jordan;
 - (k) “Maturity” means the due date for the payment or repayment of a Debt under the relevant Contract or on a promissory note or bill of exchange drawn up pursuant thereto;
 - (l) “Ministry” means the Ministry of Finance of the Government of Jordan or any other institution which the Government of Jordan may nominate for the purposes of this Annex;
 - (m) “Reference Rate” means the arithmetic mean (rounded upwards where necessary to the nearest multiple of 1/16th (one sixteenth) of 1 per cent) of the rates quoted to the Department by three banks to be agreed upon by the Department and the Ministry as the mean rate at which those banks are offering six-month eurodollar deposits, in the