

No. 30571

**UNITED STATES OF AMERICA
and
SENEGAL**

Agreement regarding the consolidation and rescheduling of certain debts owed to or guaranteed by the United States Government and its agencies (with annexes and agreed minute of 13 October 1981). Signed at Dakar on 26 August 1982

Authentic texts: English and French.

Registered by the United States of America on 2 December 1993.

**ÉTATS-UNIS D'AMÉRIQUE
et
SÉNÉGAL**

Accord concernant la consolidation et le rééchelonnement de certaines dettes dues au Gouvernement des États-Unis et à ses institutions, ou garanties ou assurées par le Gouvernement des États-Unis et ses institutions (avec annexes et procès-verbal agréé du 13 octobre 1981). Signé à Dakar le 26 août 1982

Textes authentiques : anglais et français.

Enregistré par les États-Unis d'Amérique le 2 décembre 1993.

AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF SENEGAL REGARDING THE CON-
SOLIDATION AND RESCHEDULING OF CERTAIN DEBTS
OWED TO OR GUARANTEED BY THE UNITED STATES GOV-
ERNMENT AND ITS AGENCIES

The United States of America (the “United States”) and the Republic of Senegal (“Senegal”) agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Senegal's Debts, signed at Paris on October 13, 1981 by representatives of certain nations, including the United States, and agreed to by the representative of Senegal, hereinafter referred to as the “Minute”, and annexed hereto as Annex D, the United States and Senegal hereby agree to consolidate and reschedule certain Senegalese payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.
2. This Agreement shall be implemented by three separate agreements (the “Implementing Agreements”), between Senegal and each of the following United States agencies: The Agency for International Development, the Export-Import Bank of the United States and the Department of Defense. The Department of Defense will include in its implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering contracts between the Federal Financing Bank and Senegal.

ARTICLE II

Definitions

1. “Contracts” means those agreements or other financial arrangements, listed in Annex A, which have maturities originally falling due during the Consolidation Period and which relate to:
 - (a) Commercial credits extended to the Government of Senegal or covered by its guarantees, guaranteed by the United States or its Agencies, which credits had original

¹ Came into force on 25 October 1982, upon receipt by Senegal of written notification from the United States Government that all necessary domestic legal requirements had been fulfilled, in accordance with article V (1).

- maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.
- (b) Loans from the United States or its Agencies to the Government of Senegal or covered by its guarantee, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.
2. "Debt" means the sum of principal, interest and fees with respect to the Contracts falling due during the consolidation period and not yet paid.
 3. "Consolidated Debt" means eighty-five percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining fifteen percent of the Debt.
 4. "Consolidation Period" means the period from July 1, 1981 through June 30, 1982.
 5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.
 6. "Agency" means: the United States Agency for International Development, the Export-Import Bank of the United States and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Senegal agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:
 - (a) The Consolidated Debt relating to Debt which amounts to approximately \$4.2 million shall be repaid in ten equal and consecutive semi-annual installments of approximately \$420,000 plus Interest. Principal payments are payable on each June 30 and December 31 commencing on June 30, 1986 with the final installment payable on December 31, 1990.

- (b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 7.25 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685-HG-001, and 0.75 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685-G-001, and 8.3 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period. For Interest accruing in 1981, the annual rate shall be 13.625 percent per annum. For Interest accruing in the first six months of 1982 and in each subsequent six month period, the Export-Import Bank of the United States shall notify Senegal of the appropriate rate prior to the beginning of such six month period. All interest payable with respect to the Consolidated Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1982.
 - (c) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.
2. Senegal agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:
- (a) The Non-consolidated Debt which amounts to approximately \$740 thousand shall be repaid in three equal annual payments of approximately \$247 thousand, plus interest, the first payment to be made on June 30, 1983, and the following payments to be made respectively on June 30, 1984 and June 30, 1985.
 - (b) The rate of Interest on Non-consolidated Debt and on any due but unpaid Interest accruing thereon shall be 7.25 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685-HG-001, and 0.75 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685-G-001, and 8.3 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense.

For the Export-Import Bank of the United States, the rate of Interest on Non-consolidated Debt and on any due but unpaid interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period. For Interest accruing in 1981, the annual rate shall be 13.625 percent per annum. For Interest accruing in the first six months of 1982 and in each subsequent six month period, the Export-Import Bank of the United States shall notify Senegal of the appropriate rate prior to the beginning of such six month period. All interest payable with respect to the Non-consolidated Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1982.

- (c) A table summarizing the amounts of Non-consolidated Debt owed to the United States through Eximbank is attached hereto as Annex C.
3. It is understood that the adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with the entry into force of this Agreement pursuant to this Agreement to reflect increased interest accrued and due during the Consolidation Period. It is further understood that the Government of Senegal will pay any "arrears" as of June 30, 1981 on Debt as soon as possible and in any case no later than June 30, 1982.

In addition, it is understood that the Export-Import Bank Credit 4914 is not to be included in the rescheduling and is deemed to be in arrears. Accordingly, the outstanding balance of this credit plus interest, amounting to a total of \$2,619,580.09, is due and payable as soon as possible and in any case no later than June 30, 1982.

It is further understood that payments falling due during the consolidation period pursuant to AID Loan 685-G-001 shall be converted to and repaid in U.S. dollars at the exchange rate in effect at the U.S. Embassy on August 26, 1982, that is to say, 341 CFA per U.S. dollar.

ARTICLE IV

General Provisions

1. Senegal agrees to grant the United States, and its Agencies, and to any other creditor which is party to a Contract, treatment