No. 9712

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND and GHANA

Agreement on medium-term commercial debts owed by the Government of the Republic of Ghana and residents of Ghana (with schedules). Signed at Accra on 17 December 1968

Authentic text: English.

Registered by the United Kingdom of Great Britain and Northern Ireland on 8 July 1969.

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

Accord relatif à des dettes commerciales à moyen terme du Gouvernement de la République du Ghana et de résidents ghanéens (avec annexes). Signé à Accra le 17 décembre 1968

Texte authentique : anglais.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 8 juillet 1969.

AGREEMENT[1] 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,[2] 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,

[1] Came into force on 1 January 1969, in accordance with article 11.
[2] United Nations, *Treaty Series*, vol. 606, p. 133.

Have agreed on the establishment of a further 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.

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;