

No. 27562

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

**Exchange of notes constituting an agreement concerning a
loan agreement (the United Kingdom/Jordan Loan
Agreement No. 2 (1987)) (with annex). Amman, 6 Jan-
uary 1988**

Authentic text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 20 September 1990.*

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

**Échange de notes constituant un accord relatif à un prêt
(Accord de prêt n° 2 [1987] Royaume-Uni/Jordanie)
[avec annexe]. Amman, 6 janvier 1988**

Texte authentique : anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 20 septembre 1990.*

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 A LOAN AGREEMENT (THE UNITED KINGDOM/JORDAN LOAN AGREEMENT No. 2 (1987))

I

Her Majesty's Ambassador at Amman to the Minister of Planning of Jordan

BRITISH EMBASSY
AMMAN

6 January 1988

United Kingdom/Jordan Loan (No. 2) 1987

Your Excellency

I have the honour to inform you with reference to the recent discussions between our Governments concerning development assistance, that it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland to make available to the Government of the Hashemite Kingdom of Jordan by way of loan a sum not exceeding £5,000,000 (five million pounds sterling) (hereinafter referred to as 'the loan') to be allocated to specific projects to be mutually determined by our respective Governments.

2. Save to the extent to which my Government notifies your Government otherwise in writing, the loan allocations may be used either to make direct payments or to reimburse payments made for goods or services wholly produced in and supplied from the United Kingdom, or your country, as may be mutually determined by our two Governments at the time of each project approval. Allocations shall be made in accordance with the Procedures and Practices Applicable to the Expenditure of United Kingdom Capital Aid Resources.

3. The loan shall not be used to meet the cost of any taxes, fees, import or customs duties imposed directly by your Government on goods and services provided.

4. Each project allocation shall be determined when that project is approved by our two Governments.

5. Unless my Government otherwise accepts, the period for the disbursement of this loan shall expire on 30 June 1991.

6. A procurement Agent approved by the United Kingdom Government shall procure and arrange shipment of the goods purchased in the United Kingdom and funded from the loan. If an approved procurement agent is one other than the Crown

¹ Came into force on 6 January 1988, the date of the note in reply, in accordance with the provisions of the said notes.

Agents for Oversea Governments and Administrations your Government shall appoint the approved agent by sending an appointment letter in the form set out on Annex 1 to this note to the said agent.

7. Goods shall be shipped and insured in accordance with normal commercial competitive practice and not directed to ships or companies of any particular flag or country. This provision shall be stated explicitly in all contracts for the supply of goods and services to be paid for out of monies made available under the loan.

8. Your Government shall permit my Government's authorised personnel to visit any project in respect of which loan drawings are applied and shall furnish them with such information as regards the project, its progress and financing as they require.

9. My Government reserves the right to review procurement procedures and practices to ensure that value for money is being obtained. Your Government shall ensure that bodies or personnel used for the purposes of procuring goods or services paid for under this arrangement extend to my Government's personnel sufficient access to permit a proper examination and assessment of the efficiency of the procurement agencies, including written procurement procedures, evaluations of bids, contract awards, tender board decisions, and other relevant documents, as well as their day-to-day working practices. Your Government shall ensure that this right of access for the representatives of my Government is stated in the contracts between the procurement body and your Government's purchaser.

10. My Government has the right to make percentage checks on the cost of goods and services supplied, and the physical condition and origin of items supplied. The cost of such checks will be met from the loan.

11. Your Government shall provide such finance additional to the loan as may be required to complete the agreed projects and shall ensure it is provided during the same period as the loan and in accordance with any programme of disbursement mutually determined by our two Governments.

12. Unless otherwise accepted by our two Governments, your Government shall ensure that all goods and all services of a continuing nature for which payment has been financed from the loan shall be employed for the purposes for which and by the user or users for whom they were supplied, for as long as their being so employed remains feasible. In the event of such goods or services not being, or ceasing to be, so employed my Government shall have the right to recover forthwith from your Government the value of the goods and services concerned.

13. Your Government shall repay to the Government of the United Kingdom in pounds sterling in London the total sum borrowed under the loan. The repayments shall be made by instalments paid on the dates and in the amounts specified below; except that if, on the date when any such instalment is due to be paid, there is then outstanding less than the amount specified for that instalment only the amount then outstanding need be paid:

INSTALMENTS

<i>Date Due</i>	<i>Amount</i>
1st December 1992 and each succeeding June and December thereafter until December 2001 inclusive	£250,000
1st June 2002.....	£250,000