

JORDAN



Treaty Series No. 28 (1982)

Exchange of Notes
concerning a Loan by the Government
of the United Kingdom of Great Britain
and Northern Ireland to the Government
of the Hashemite Kingdom of Jordan
(The United Kingdom/Jordan Loan 1982)

Amman, 14 March 1982

[The Agreement entered into force on 14 March 1982]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
July 1982*

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EXCHANGE OF NOTES
CONCERNING A LOAN BY THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND TO
THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

No. 1

*Her Majesty's Ambassador at Amman to the President of the National
Planning Council of Jordan*

*British Embassy
Amman
14 March 1982*

Your Excellency,

United Kingdom/Jordan Loan 1982

1. I have the honour to inform you, with reference to the recent discussions between our two 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 a loan, a sum not exceeding £8,000,000 (eight million pounds sterling) (hereinafter referred to as "the loan") to be allocated to specific projects to be mutually determined by our two 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 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, except that Sections A III, A V, B III, and C and Appendix E, and all references to them shall not apply. For the purposes of Section A I 3, the submission to the Crown Agents of copies of signed indents shall suffice.

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

4. Project allocations shall be determined when each project is agreed by our two Governments.

5. Unless my Government otherwise accepts, the period for the disbursement of the loan expires on 31 March 1986.

6. Arrangements for procurement and shipment of goods to be funded from the loan shall be determined in respect of each project when the project is agreed by our two Governments.

7. Goods shall be shipped and insured in accordance with normal commercial competitive practice.

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

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

10. Your Government shall repay to my Government 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>
14 September 1985 and on each succeeding	
14 March and 14 September until 14 September	
2006	£181,900
14 March 2007	£178,300

Notwithstanding these provisions, your Government shall be free to repay at any earlier time, to my Government in pounds sterling in London, any amount of the loan that is outstanding.

11. Your Government shall pay interest to my Government, in pounds sterling in London, on drawings from the loan, in accordance with the following provisions:

- (a) The rate of interest in respect of each drawing shall be 6% (six per cent) per annum, commencing from the draw-down date of the relevant drawing.
- (b) Interest shall be calculated on a day to day basis on the balance of the total drawings from the loan for the time being outstanding, after deduction of the total repayments made under the provisions of paragraph 10, the drawings being reduced in chronological order by such repayments for the purposes of the calculation.
- (c) The first payment of accrued interest shall be made on 14 September 1982 and subsequent payments shall be made on each succeeding 14 March and 14 September, save that if no drawing has been made by 14 September 1982, interest shall only be payable from the 14th of March or the 14th of September next following the first drawing.

12. If the foregoing proposals are acceptable to your Government I have the honour to propose that the present Note together with Your Excellency's reply in that sense shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply, and which shall be known as the United Kingdom/Jordan Loan 1982.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

A. B. URWICK

No. 2

*The President of the National Planning Council of Jordan to
Her Majesty's Ambassador at Amman*

*National Planning Council
Amman*

14 March 1982

No. 51/4/1000

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of March 14, 1982 which reads as follows:

[As in No. 1]

I have the honour to confirm that the foregoing proposals are acceptable to the Government of the Hashemite Kingdom of Jordan and that your Note and this reply constitute an Agreement between our two Governments in this matter which shall enter into force today and shall be known as the United Kingdom/Jordan Loan 1982.

Accept, Excellency, the assurances of my highest consideration.

HANNA ODEH