

No. 20676

**DENMARK
and
SOMALIA**

**Agreement on a Danish Government loan to the Somali Democratic Republic (with annexes and exchange of letters).
Signed at Stockholm on 24 March 1981**

Authentic text: English.

Registered by Denmark on 7 January 1982.

**DANEMARK
et
SOMALIE**

Accord relatif à un prêt du Gouvernement danois à la République démocratique somalie (avec annexes et échange de lettres). Signé à Stockholm le 24 mars 1981

Texte authentique : anglais.

Enregistré par le Danemark le 7 janvier 1982.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF DENMARK AND THE
GOVERNMENT OF THE SOMALI DEMOCRATIC REPUBLIC ON A
DANISH GOVERNMENT LOAN TO THE SOMALI DEMOCRATIC
REPUBLIC

The Government of Denmark and the Government of the Somali Democratic Republic, desiring to strengthen the traditional co-operation and cordial relations between their countries, have agreed that, as a contribution to the economic development of Somalia, a Danish Government Loan shall be extended to the Government of the Somali Democratic Republic in accordance with the following provisions of this Agreement and the attached Annexes, which are considered an integral part of the Agreement:

Article I. THE LOAN

The Government of Denmark (hereinafter called “the Lender”) shall make available to the Government of the Somali Democratic Republic (hereinafter called “the Borrower”) a Loan in an amount of 45 (forty-five) million Danish Kroner for the purposes described in Article VI of this Agreement.

Article II. LOAN ACCOUNT

1. An account designated “Government of the Somali Democratic Republic Loan Account No. 1” (hereinafter called “Loan Account”) shall, at the Borrower’s request, be opened with Danmarks Nationalbank (acting as agent for the Lender) in favour of the Central Bank of Somali (acting as agent for the Borrower). The Lender shall ensure that sufficient funds are always available in the Loan Account to enable the Borrower to effect punctual payment for capital goods and services procured within the amount of the Loan.

2. The Borrower (or the Central Bank of Somali) shall be entitled, subject to the provisions of this Agreement, to withdraw from the Loan Account amounts needed for payment for capital goods or services procured under the Loan.

Article III. RATE OF INTEREST

The Loan shall be free of interest.

Article IV. REPAYMENTS

1. The Borrower shall repay the Loan in 79 semiannual instalments of 560,000 Danish Kroner each, commencing on April 1, 1991, and ending on April 1, 2030, and one final instalment of 760,000 Danish Kroner on October 1, 2030.

2. If the Loan is not fully utilized in accordance with the provisions of Article VI, paragraph 9, a revised schedule of repayment shall be established by mutual consent.

Article V. PLACE OF PAYMENT

The Loan shall be repaid by the Borrower in Danish Kroner to Danmarks Nationalbank to the credit of the current account of the Danish Ministry of Foreign Affairs with Danmarks Nationalbank.

¹ Came into force on 24 March 1981 by signature, in accordance with article X (1).

Article VI. USE OF THE LOAN

1. The Borrower shall use the Loan to finance imports from Denmark (including costs of transport from Denmark to Somalia) of such Danish capital goods as are to be used for the projects mentioned in Annex II.

2. The Loan may also be used to pay for Danish services required for the implementation of the projects mentioned in Annex II including, in particular, pre-investment studies, preparation of projects, provision of consultants during the implementation of projects, assembly or construction of plants or buildings, and technical and administrative assistance during the initial period of undertakings established by means of the Loan.

3. A proportion of the Loan not exceeding 25 per cent may be drawn for the purpose of financing local cost expenditures and purchases of non-Danish capital equipment which are related to projects for which contracts for supplies of Danish capital equipment or services have been approved by the Lender for financing under this Agreement. The total amount of such drawings to finance such costs shall not at any time exceed 33 $\frac{1}{3}$ per cent of the total amount for which contracts for supplies of Danish capital equipment and services have been approved by the Lender for financing under this Agreement.

4. All contracts to be financed under the Loan shall be subject to approval by the Borrower and the Lender.

5. The approval by the Lender of a contract for financing under the Loan shall not imply any responsibility for the proper performance of such contracts.

The Lender also disclaims responsibility for the efficient use of supplies and services financed under the Loan and for the proper operation of the projects etc., to which such supplies have been made and such services have been rendered.

6. A contract under the Loan shall contain no clauses involving any special credit facilities from the Danish party to the contract.

7. The proceeds of the Loan may be used only for payment for capital goods and services contracted for after the entry into force of the Agreement, except as otherwise agreed by the Borrower and the Lender.

8. The proceeds of the Loan shall not be used for payment to the Borrower of any import duty, tax, national or other public charge such as import surcharges, duties to compensate for domestic excise taxes, charges or deposits in connection with the issuance of payments licences or import licences.

9. Withdrawals from the Loan Account may take place in fulfilment of contracts which are approved within a period of three years after the entry into force of the Agreement or such other date as may be mutually agreed upon by the Borrower and the Lender.

Article VII. NON-DISCRIMINATION

1. Regarding repayment of the Loan the Borrower undertakes to give the Lender no less favourable treatment than that accorded to other foreign creditors.

2. All shipments of capital goods covered by this Agreement shall be in keeping with the principle of free circulation of ships in international trade in free and fair competition.

Article VIII. MISCELLANEOUS PROVISIONS

1. Prior to the first drawing against the Account referred to in Article II the Borrower shall satisfy the Lender that all constitutional and other statutory requirements in the Borrower's home country have been met, so that this Loan Agreement shall constitute an obligation binding on the Borrower.

2. The Borrower shall inform the Lender of persons who are authorized to take any action on behalf of the Borrower, and supply authenticated specimen signatures of all such persons.

3. In case of competitive bidding for contracts to be financed under the Loan the Borrower shall forward to the Lender for transmission to the potential bidders all material relevant to the bidding.

4. Any notices, requests or agreements under this Agreement shall be in writing.

Article IX. PARTICULAR COVENANTS

The Loan shall be repaid without deduction for, and free from, any taxes and charges, and free from all restrictions imposed under the laws of the Borrower. This Agreement shall be free from any present and future taxes imposed under existing or future laws of the Borrower in connection with the issue, execution, registration, entry into force of the Agreement, or otherwise.

Article X. DURATION OF THE AGREEMENT

1. This Agreement shall come into force on the date of signature.
2. When the Loan has been repaid, the Agreement shall terminate forthwith.

Article XI. SPECIFICATION OF ADDRESSES

The following addresses are specified for the purpose of this Agreement:

For the Borrower:

The Central Bank of Somali
P.O. Box 11
Mogadishu

Telex:

604 Mogadishu, Somalia

For the Lender with respect to disbursements and servicing of the loan:

Ministry of Foreign Affairs
Danish International Development Agency
Asiatisk Plads 2
DK-1448 Copenhagen, Denmark

Cablegrams:

ETRANGERES COPENHAGEN

Telex:

31292 ETR DK

For the Lender with respect to transmission of bidding material:

Ministry of Foreign Affairs
Trade Department
Asiatisk Plads 2
DK-1448 Copenhagen, Denmark

Cablegrams:

ETRANGERES COPENHAGEN

Telex:

31292 ETR DK

IN WITNESS WHEREOF the Parties hereto, acting through their representatives duly authorized for this purpose, have caused this Agreement to be signed in two copies in the English language in Stockholm on this 24th day of March, 1981.

For the Government of Denmark:

H. HJORTH-NIELSEN

For the Government of the Somali Democratic Republic:

A. ISSA

ANNEX I

The following provisions shall govern the rights and obligations under the Agreement between the Government of Denmark and the Government of the Somali Democratic Republic on a Danish Government Loan to the Somali Democratic Republic (hereinafter called "the Agreement"), of which they are considered an integral part with the same force and effect as if they were fully set forth therein.

Article I. CANCELLATION AND SUSPENSION

1. The Borrower may, by notice to the Lender, cancel any amount of the Loan which the Borrower shall not have withdrawn.

2. In the event of default by the Borrower in the fulfilment of any commitment or arrangement under the Agreement, the Lender may suspend, wholly or partly, the right of the Borrower to make withdrawals from the Loan Account.

If the default which entitled the Lender to suspend the Borrower's right to draw against the Loan Account persists beyond a period of sixty days after the Lender's notice to the Borrower of the suspension, the Lender may at any time claim immediate repayment of all withdrawals made from the Loan Account, notwithstanding anything in the Agreement to the contrary, unless the basis on which the suspension was made has ceased to exist.

3. Notwithstanding any cancellation or suspension all the provisions of the Agreement shall continue in full force and effect except as is specifically provided in this Article.

Article II. SETTLEMENT OF DISPUTES

1. Any dispute between the Parties arising out of the interpretation or administration of the present Agreement, which has not been settled within six months through diplomatic channels, shall, at the request of either Party, be submitted to a tribunal of arbitration consisting of three members. The chairman of the tribunal shall be a citizen of a third country and shall be appointed by common consent of the Parties. Should the Parties fail to agree on the appointment of the chairman of the tribunal, either Party may request the President of the International Court of Justice to make the appointment. Each Party appoints its own arbitrator; if a Party abstains from appointing an arbitrator, the latter may be appointed by the chairman of the tribunal.

2. Each Party shall observe and carry out awards handed down by the tribunal.

ANNEX II

(I) The Loan shall be used for the implementation of the following projects:

- 1) Extension of the Banana Berth at Mogadishu port (approx. 25 million Danish Kroner). The project is to be parallel financed with the World Bank/IDA (Revised Fourth Mogadishu Port Project, Somalia);

2) Based on the Somali Government plans for development of the fishery on the north coast of Somalia, which includes permanent transfer of a number of trawlers to Berbera port and development of fishing cooperatives along the north coast, approx. 20 million Danish Kroner is to be utilized as follows:

- (a) Fish Processing Complex for freezing and handling at Berbera port;
- (b) Ice and chill store facilities for selected cooperatives along the north coast.

(II) Any proposal on the part of the Government of the Somali Democratic Republic implying substantial changes in the plans laid down for the implementation of the projects described above, and any proposals on the part of the Government of the Somali Democratic Republic for the substitution of new projects for any of the above-mentioned projects, shall be subject to the approval of the Government of Denmark.

EXCHANGE OF LETTERS

I

Stockholm, March 24, 1981

Sir,

With reference to the Agreement of today's date between the Government of Denmark and the Government of the Somali Democratic Republic I have the honour to propose that the following provisions shall govern the implementation of Article VI of the Agreement.

Payment out of the Loan Account shall be effected in the following manner:

1) The Danish exporter or consultant and the Somali importer or prospective investor shall negotiate a contract, subject to the final approval of the Somali and the Danish authorities. No contract below 200,000 Danish Kroner, except for utilization of any final balance below that amount, shall be eligible for financing under the Agreement.

2) The Government of the Somali Democratic Republic shall make available to the Danish Ministry of Foreign Affairs copies of the contracts concluded under this Agreement. The latter shall satisfy itself, *inter alia*, that

- a) The commodities or services contracted for fall within the framework of the Agreement;
- b) The capital equipment involved has been manufactured in Denmark, or the services to be rendered will be performed by persons carrying on business in Denmark,

and inform the Government of the Somali Democratic Republic of its findings.

3) When the contracts have been approved, the Government of the Somali Democratic Republic may draw on the Loan Account to effect payment of the consignment referred to in the contract. Payments out of this Account to Danish exporters or consultants shall be subject to presentation of the necessary documents when Danmarks Nationalbank has ascertained that the conditions for effecting such payments have otherwise been complied with.

If the foregoing provisions are acceptable to the Government of the Somali Democratic Republic I have the honour to suggest that this letter and your reply to it constitute an agreement between our two Governments on this matter.

Please accept, Sir, the assurance of my highest consideration.

For the Government of Denmark:
H. HJORTH-NIELSEN

His Excellency Mr. Abdullahi Issa
The Embassy of the Somali Democratic Republic

II

Stockholm, March 24th, 1981

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

[See letter I]

I have the honour to inform you that my Government is in agreement with the foregoing.

Please accept, Sir, the assurance of my highest consideration.

For the Government of the Somali
Democratic Republic:
A. ISSA

His Excellency Mr. H. Hjorth-Nielsen
Royal Danish Embassy
