

AGREEMENT

between

the Government of the Co-operative Republic of Guyana

and

the Government of the Federal Republic of Germany

on the reduction and consolidation of the foreign debt

of the Co-operative Republic of Guyana

(Guyana III)

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The Government of the Co-operative Republic of Guyana

and

the Government of the Federal Republic of Germany -

With reference to the Agreed Minute on the consolidation of the debt of the Co-operative Republic of Guyana signed in Paris on 6 May 1993 ("the Agreed Minute") -

Have agreed as follows:

Article 1

(Debt cancellation)

(1) The Government of the Federal Republic of Germany shall grant the Government of the Co-operative Republic of Guyana under the provisions of this Agreement a cancellation of 50 % (fifty per cent) of the claims arising from the Agreement on the Consolidation of Guyanese Commercial Debts concluded between the two Governments on 8 September 1989 (Guyana I) which fell due in the period from 1 August 1993 to 31 December 1994 and have not been paid.

(2) The cancellation shall take effect in each case on the due date specified in the Agreement Guyana I.

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Article 2
(Rescheduling)

(1) The Government of the Federal Republic of Germany shall grant the Government of the Co-operative Republic of Guyana under the provisions of this Agreement a rescheduling

- a) for the claims arising from the Agreement Guyana I which remain after the cancellation pursuant to Article 1,
- b) for the claims not covered by the cancellation arising from the following agreements between the two Governments:

- Agreement of 26 April 1991 on the Reconsolidation of Guyanese Commercial Debts (Guyana II)
- Agreement of 26 April 1991 supplementing the Agreement Guyana II (Supplement Guyana II)
- Agreement of 9 March 1995 as second supplement to the Agreement Guyana II (Second Supplement Guyana II)

which fell due in the period from 1 August 1993 to 31 December 1994 and have not been paid.

(2) In any event the agreements referred to in Article 1 paragraph (1) and in Article 2 paragraph (1) sub-paragraph b) above shall be affected by this Agreement and by the measures for its implementation only insofar as this ensues from the following provisions.

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Article 3
(Amounts arising from the Agreement
Guyana I)

The sum total of the amounts arising from the Agreement Guyana I and subject to the cancellation pursuant to Article 1 and the renewed rescheduling pursuant to Article 2 amounts before the cancellation to DM 917,988.00 (nine hundred seventeen thousand nine hundred eighty-eight Deutsche Mark). The individual amounts and the original due dates are listed in Annex 1 to this Agreement.

Article 4
(Amounts arising from subsequent agreements)

(1) The sum total of the amounts arising from the Agreement Guyana II and subject to the renewed rescheduling pursuant to Article 2 amounts to DM 61,817.34 (sixty-one thousand eight hundred seventeen Deutsche Mark and thirty-four pfennigs). The individual amounts and the original due dates are listed in Annex 2 to this Agreement.

(2) The sum total of the amounts arising from Supplement Guyana II and subject to the renewed rescheduling pursuant to Article 2 amounts to DM 344,747.18 (three hundred forty-four thousand seven hundred forty-seven Deutsche Mark and eighteen pfennigs). The individual amounts and the original due dates are listed in Annex 3 to this Agreement.

(3) The sum total of the amounts arising from Second Supplement Guyana II and subject to the renewed rescheduling pursuant to Article 2 amounts to DM 853,523.60 (eight hundred fifty-three thousand five hundred twenty-three Deutsche Mark and sixty pfennigs). The individual amounts and the original due dates are listed in Annex 4 to this Agreement.

Article 5
(Repayment)

(1) The Government of the Co-operative Republic of Guyana shall pay the amounts specified in Article 3 which remain after the debt cancellation pursuant to Article 1 as follows:

0.12 %	on 1 January	2001
0.20 %	on 1 July	2001
0.28 %	on 1 January	2002
0.38 %	on 1 July	2002
0.48 %	on 1 January	2003
0.58 %	on 1 July	2003
0.70 %	on 1 January	2004
0.82 %	on 1 July	2004
0.94 %	on 1 January	2005
1.08 %	on 1 July	2005
1.22 %	on 1 January	2006
1.36 %	on 1 July	2006
1.52 %	on 1 January	2007
1.70 %	on 1 July	2007
1.86 %	on 1 January	2008
2.06 %	on 1 July	2008
2.26 %	on 1 January	2009
2.46 %	on 1 July	2009
2.68 %	on 1 January	2010
2.92 %	on 1 July	2010
3.18 %	on 1 January	2011
3.44 %	on 1 July	2011
3.70 %	on 1 January	2012
4.00 %	on 1 July	2012
4.30 %	on 1 January	2013
4.64 %	on 1 July	2013
4.98 %	on 1 January	2014
5.34 %	on 1 July	2014
5.72 %	on 1 January	2015
6.12 %	on 1 July	2015
6.54 %	on 1 January	2016
7.00 %	on 1 July	2016
7.46 %	on 1 January	2017
7.96 %	on 1 July	2017
100.00 %		

(2) The Government of the Co-operative Republic of Guyana shall pay of the amounts specified in Article 4 one-third on 15 May 1995 and the remaining amounts in four equal and successive half-yearly instalments, beginning on 15 November 1995 and ending on 15 May 1997.

Article 6
(Interest)

(1) The Government of the Co-operative Republic of Guyana shall pay annual interest in Deutsche Mark of 6.4 % (six point four per cent) on the amounts outstanding and payable under Article 5 of this Agreement.

(2) The payment of interest pursuant to paragraph (1) above shall begin on the due date specified in the respective agreement and listed in Annexes 1 to 4. The obligation to pay interest shall end in each case on the date on which the amounts paid are credited to the bank account of the Consortium mentioned in Article 10.

(3) Interest shall be paid on the outstanding amounts pursuant to Article 3

a) for the period up to 1 January 1995 on 15 May 1995;

b) for the period from 1 January 1995 half-yearly on 1 January and 1 July of each year for the half-year then ending, beginning on 1 July 1995.

(4) Interest shall be paid on the outstanding amounts pursuant to Article 4

a) for the period up to 15 May 1995 on 15 May 1995;

b) for the period from 15 May 1995 half-yearly on 15 May and 15 November of each year for the half-year then ending, beginning on 15 November 1995.

Article 7
(Receipt of payments)

(1) Payments pursuant to Articles 5 and 6 shall be made to the Consortium mentioned in Article 10. They shall be paid to the Consortium's bank account in Hamburg in Deutsche Mark on their due dates under this Agreement without any deduction being made for taxes, fees and other public charges or for any other costs.

(2) If repayment amounts pursuant to Article 5 are not paid to the Consortium on their due date, the interest rate for the outstanding amount agreed in Article 6 paragraph (1) shall increase by one percentage point as of its due date until the date payment is received. This increase shall not apply if the delay in payment is less than fourteen calendar days.

(3) If interest pursuant to Article 6 paragraph (1) is not paid by its due date pursuant to Article 6 paragraphs (3) and (4) it shall be capitalised. Interest pursuant to Article 6 paragraph (1) shall be paid to the Consortium on the outstanding interest amount from its due date until the date payment is received, unless the delay in payment is less than fourteen calendar days.

(4) If payments received are not sufficient to settle all the amounts due, they shall be credited as follows:

- first to interest on outstanding interest amounts pursuant to paragraph (3) above,
- then to increased interest pursuant to paragraph (2) above,
- then to outstanding interest amounts pursuant to paragraph (3) above,
- then to interest pursuant to Article 6 paragraph (1),
- finally to repayment instalments pursuant to Article 5.

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In all cases payments shall be credited in the sequence of the due dates, beginning with the oldest due date. Overpayments shall be credited to the repayment instalment next due pursuant to Article 5.

(5) The place of performance shall be Hamburg.

(6) If a German creditor has, in whole or in part, directly received the equivalent of a claim, the payment obligations under this Agreement shall cease to apply to this extent from the date the payments are received by the German creditor. The obligation to pay interest under this Agreement from the contractual due date until the date the payment of the equivalent of the claims is received by the German creditor shall remain in effect.

Article 8
(Equal treatment)

If the Government of the Co-operative Republic of Guyana has accorded or accords a third country more favourable treatment for claims comparable to the claims included in this Agreement, the claims covered by this Agreement shall receive the same treatment to the same extent and without need of special agreement. This provision shall not apply to the interest rate pursuant to Article 6.

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Article 9
(Consultations)

If any obligations arising from this Agreement are not met, in particular if payments are not made, or are not made in full, by the due date, the Contracting Parties shall enter into consultations. The consultations shall commence within 30 calendar days after the Government of the Federal Republic of Germany has proposed them to the Government of the Co-operative Republic of Guyana. If after being proposed the consultations do not commence or if within a further period of 30 calendar days they fail to result in a mutually agreed settlement, the Government of the Federal Republic of Germany shall be entitled to suspend the implementation of this Agreement and to require immediate payment of all the amounts payable under the Agreement, including accrued interest pursuant to Article 6 and Article 7 paragraphs (2) and (3).

Article 10
(Implementation)

(1) The implementation of this Agreement shall be entrusted

- by the Government of the Federal Republic of Germany to a Consortium consisting of HERMES Kreditversicherungs-Aktiengesellschaft, Hamburg und Berlin, and C&L TREUARBEIT DEUTSCHE REVISION Aktiengesellschaft Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Berlin und Frankfurt am Main ("the Consortium");
- by the Government of the Co-operative Republic of Guyana to the Bank of Guyana, Georgetown ("the Bank").

(2) The Consortium and the Bank shall conclude at the time of the signature of this Agreement an arrangement in writing concerning its implementation. The Consortium and the Bank shall be authorised to establish by mutual consent any changes in the amounts listed in Annexes 1 to 4.

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Article 11
(Entry into force)

This Agreement shall enter into force on the date of signature thereof.

Done at Bonn on 9 March 1995
in two originals in the English and German languages, both texts being equally authentic.

For the Government of the
Co-operative Republic of Guyana

For the Government of the
Federal Republic of Germany



Berndt