
AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO
REGARDING THE REDUCTION OF DEBTS OWED TO, GUARANTEED BY,
OR INSURED BY THE UNITED STATES GOVERNMENT AND ITS
AGENCIES

The Government of the United States of America (the "United States") and the Government of the Democratic Republic of the Congo (the "DRC") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the November 22, 2003 amendment (hereinafter referred to as the "2003 amendment") to the Agreed Minute on the Consolidation of Debt of the Democratic Republic of Congo, signed in Paris on September 13, 2002, (hereinafter referred to as the "Minute") by representatives of certain nations, including the United States (hereinafter referred to as "Participating Creditor Countries") and by the representative of the DRC, the September 1999 commitment of the President of the United States to provide 100 percent debt forgiveness on eligible debt to certain Heavily Indebted Poor Countries and in accordance with the applicable domestic laws of the United States and the DRC, the United States and the DRC agree herein to reduce certain DRC payments arising from debts which are owed to, guaranteed by, or insured by the United States Government or its Agencies.

2. With respect to amounts due to the Export-Import Bank of the United States ("Ex-Im Bank"), the United States Department of Defense ("DoD") and the United States Agency for International Development ("USAID"), each agency will notify the DRC of the respective amounts reduced hereunder. This Agreement will be further implemented by separate agreements (the "Implementing Agreements") between the Commodity Credit Corporation ("CCC") and the DRC concerning CCC Agreements and between the United States and the DRC concerning United States Department of Agriculture ("USDA") P.L.-480 Credits.

ARTICLE II

Definitions

1. "Contracts" mean those agreements or other financial arrangements that have maturities under:
 - (a) commercial credits guaranteed or insured by the United States or its Agencies, having original maturities of more than one year, which were (i) extended to the Government of the DRC or to the DRC Public Sector, or covered by the guarantee of the Government of the DRC or the DRC Public Sector and (ii) concluded before June 20, 1999;

(b) loans from the United States or its Agencies, having original maturities of more than one year, which were: (i) extended to the Government of the DRC or to the Public Sector, or covered by the guarantee of the Government of the DRC or the DRC Public Sector and (ii) concluded before June 20, 1999; and

(c) bilateral debt rescheduling agreements ("Rescheduling Agreements") between the United States and the DRC signed on July 23, 1982, May 3, 1984, December 3, 1985, April 9, 1987, February 20, 1988, December 23, 1989 and April 10, 2003.

Debt service due as a result of debts described above and effected through special payment mechanisms or other external accounts is included in the present agreement.

A table listing the relevant Contracts to be included under the restructuring is attached hereto as Annex A.

2. "Agencies" mean Ex-Im Bank, DoD, USDA and USAID.

3. "Consolidation Period" means the period from: (i) July 1, 2003 through June 30, 2004, inclusive, if the conditions of Article IV, subparagraph (2)(a) are satisfied; or (ii) July 1, 2003 through June 30, 2005, inclusive, if the conditions set forth in Article IV, subparagraph (2)(b) of this Agreement are satisfied.

4. "Consolidated Debt" means one hundred (100) percent of the amounts of principal and interest, excluding Late Interest, falling due during the Consolidation Period under the Contracts specified in paragraph 1 of this Article.

5. "Consolidated Arrears" mean 100 percent of the amount of unpaid principal and interest, including Late Interest, due as of June 30, 2003, inclusive, under the Contracts specified in paragraph 1 of this Article.

6. "Late Interest" means interest charges payable on due, but unpaid amounts of principal and interest that have accrued up to June 30, 2003, inclusive, in accordance with the terms of the Contracts, notwithstanding the payment of such principal and interest subsequent to the original due dates.

ARTICLE III

Terms and Conditions of Payment

1. One hundred (100) percent of DRC's Consolidated Debt and Consolidated Arrears are hereby cancelled.

A table summarizing the amount of Consolidated Arrears and Consolidated Debt cancelled if the Consolidation Period covers the period from July 1, 2003 to June 30, 2004, inclusive, is attached hereto as Annex B1. A table summarizing the amount of Consolidated Arrears and Consolidated Debt cancelled if the Consolidation Period covers the period from July 1, 2003 to June 30, 2005, inclusive, is attached hereto as Annex B2.

ARTICLE IV

General Provisions

1. The DRC agrees to grant the United States and its Agencies treatment on terms no less favorable than those that it has accorded, or may accord, to any other creditor country or its agencies for the consolidation of debts of comparable maturities.

2. The provisions of Article III of this Agreement will apply as follows:

a) from July 1, 2003 through June 30, 2004, provided that: (i) the Executive Board of the IMF has approved before September 30, 2003 a second review of the arrangement under the Poverty Reduction and Growth Facility (PRGF) with the Government of the DRC and (ii) the DRC has made to creditor countries on due dates, the payments referred to in the Minute;

b) from July 1, 2003 through June 30, 2005, provided that: (i) the Executive Board of the IMF has approved before September 30, 2004 a fourth review of the arrangement under the Poverty Reduction and Growth Facility (PRGF) with the Government of the DRC and (ii) the DRC has made to creditor countries on due dates, the payments referred to in the Minute.

3. The United States and the DRC agree that the April 10, 2003 bilateral debt rescheduling Agreement between the United States and the DRC remain in force

and that the terms of the debt reduction under the 2003 Agreement will be fully applied prior to implementation of the terms of this Agreement.

4. The DRC will seek to secure from all external creditors not participating in the Minute, including banks and suppliers, rescheduling or refinancing arrangements on terms comparable to those set forth in the Minute for credits of comparable maturities, committing to avoid treatment more favorable than that accorded to the Participating Creditor Countries under the Minute, as more specifically defined the Minute.

5. With respect to amounts owed to Ex-Im Bank under this Agreement, DRC (referred to as the "Government" in Annex C hereto) agrees to the additional terms and conditions set forth in Annex C.

6. With respect to amounts owed to USAID under this Agreement, the DRC (referred to as the "Government" in Annex D hereto) agrees to the additional terms and conditions set forth in Annex D.

7. With respect to amounts owed to DoD under this Agreement, the DRC (referred to as the "Government" in Annex E hereto) agrees to the additional terms and conditions set forth in Annex E.

8. This Agreement may be amended or modified by mutual consent of the United States and the DRC.

Article V

Subsequent Debt Reduction

1. If, following conclusion of the Consolidation Period, but prior to a Paris Club meeting to consider completion point treatment for the DRC under the Enhanced Initiative for Heavily Indebted Poor Countries, the Paris Club determines that conditions in the DRC warrant additional debt relief, the United States reserves the right to provide additional interim debt relief to the DRC under such terms and conditions as the United States deems appropriate. The United States will notify the DRC in writing of the terms and conditions of such additional interim debt relief.

ARTICLE VI

Suspension or Termination

1. The United States may suspend or terminate this Agreement by giving sixty (60) days written notice to the DRC. In particular, the United States may terminate all or part of this Agreement if the Participating Creditor Countries determine that the DRC has not met its obligations under the Minute, including that of comparable treatment. ~~If the United States terminates all or part of this Agreement, all debts cancelled under this Agreement shall be due and payable immediately according to terms of the original Contracts, following notification to the DRC of termination of the Agreement.~~

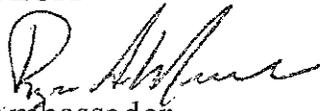
ARTICLE VII

Entry into Force

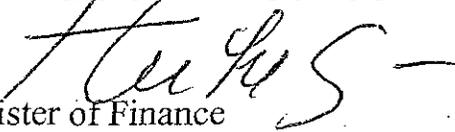
This Agreement shall enter into force following signature of the Agreement and receipt by the DRC of written notice from the United States that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.

Done in Kinshasa, DRC this 14th day of September, 2005.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA


U.S. Ambassador
Roger Meece

FOR THE GOVERNMENT OF
THE DEMOCRATIC
REPUBLIC OF THE CONGO


Minister of Finance
Andre-Philippe Futa

Annex A
Contracts Subject to Restructuring

EX-IM

4684

4685

R-40

R-61

R-90

R-98

R-115

R-145

USAID DL

660H008A

660H013

660K015

660K017

660K025

660T016

660T026

660T045

660T045A

USAID HG

660X081R

660X082R

660X083R

660X084R

USDA PL 480

12/10/83

12/22/84

11/27/85

01/22/87

02/24/88

05/02/89

02/07/90

12/20/90

4/10/03

USDA CCC

4/10/03

DoD

CX-907R

CX-908R

CX-037D

CX-038D

CX-039D

Annex B1

Summary of Consolidated Arrears and Consolidated Debt for the
Period July 1, 2003 through June 30, 2004
(thousands of U.S. dollars)

EXIM	\$ 604
AID DL	\$ 2,313
AID HG	\$ 790
DOD	\$ 20,656
PL-480	\$ 15,944
CCC	\$ 22

Total \$ 40,329

Annex B2

Summary of Consolidated Arrears and
Consolidated Debt for the Period July 1, 2003 through
June 30, 2005
(thousands of U.S. dollars)

Ex-Im	\$ 659
AID DL	\$ 4,642
AID HG	\$ 1,689
DoD	\$32,483
PL-480	\$31,757
CCC	\$ 71

Total	\$71,301
-------	----------

ANNEX C

ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO AMOUNTS OWING TO EX-IM BANK

The Government of the DRC, (hereinafter referred to as the "Government"), agrees to the following additional terms and conditions with respect to the amounts owing to Ex-Im Bank, guaranteed by Ex-Im Bank, or insured by Ex-Im Bank, pursuant to the attached Agreement between the United States of America and the Government:

A. Exporter Retentions. The term "Exporter Retention(s)" means with respect to the Contracts stipulated in this Agreement: (i) that portion of commercial credits from commercial lenders or U.S. exporters which was not guaranteed or insured by Ex-Im Bank and is owed to such commercial lenders or U.S. exporters; or (ii) loans from commercial lenders or U.S. exporters which were incurred in participation with loans from Ex-Im Bank. In the event that the commercial lender or U.S. exporter agrees to reduce its Exporter Retention(s) in accordance with the terms of this Agreement, such Exporter Retention(s) shall be included in the subject debt reduction agreement.

C. Miscellaneous Provisions.

1. Expenses. The Government shall pay on demand all reasonable costs and expenses incurred by or charged to Ex-Im Bank in connection with or arising out of this Agreement, including without limitation costs and legal fees incurred by or charged to Ex-Im Bank in connection with the enforcement of this Agreement.

2. Adjustments. On or about 135 days after the execution of this Agreement, Ex-Im Bank shall inform the Government of the actual amounts to be reduced hereunder. The parties hereto agree to make any necessary adjustments to the amounts being reduced.

3. Communications. All communications between the Government and Ex-Im Bank under this Agreement shall be in writing, in the English language (or accompanied by an accurate English translation). All communications to the Government shall be addressed to the Government at the address designated by the Government from time to time in writing to Ex-Im Bank; all communications to Ex-Im Bank shall be addressed to Ex-Im Bank at the following address:

Export-Import Bank of the United States
811 Vermont Avenue, N.W.

Washington, D.C. 20571
Attention: Treasurer-Controller
Ref: R-283 - DRC
Telex: 89461 EXIMBANK WSH
197681 EXIM UT
Facsimile: (202) 565-3890

4. Governing Law. The Ex-Im Bank portion of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, United States of America.

Annex D

ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO
AMOUNTS OWING TO USAID

A. GENERAL PROVISIONS

1. Communications. All communications between the Government and USAID shall be in writing in the English language (or accompanied by an accurate translation). All communications to the Government shall be addressed as the Government may designate from time to time in writing to USAID. All communications to USAID shall be addressed as follows:

Chief
Office of Financial Management, Loan Management Division (FM/LM)
USAID
1300 Pennsylvania Avenue, N.W.
Room 2.10.56
Washington, D.C. 20523
Fax: (202) 216-3541

USAID may change this designated address upon written notice to the Government.

Annex E

ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO
AMOUNTS OWING TO DoD

No failure or delay on the part of the Department of Defense to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof.

All statements, reports, certificates, opinions and other documents or information furnished to the Department of Defense under this Agreement shall be supplied by the Government without cost to the Department of Defense.

The Government shall reimburse the Department of Defense, on demand, for all reasonable and documented out-of-pocket expenses (including legal fees) incurred by the Department of Defense in connection with the enforcement of this Agreement.

To the extent that the Government has or hereafter may acquire immunity from suit, judgment, and/or execution, the Government agrees that it shall not assert or claim any such right of immunity with respect to any action to enforce its obligations under this Agreement, except as provided for in the Government's judicial codes with respect to execution through the courts of the Government.

Upon entry into force of this Agreement, the Department of Defense shall consider arrears as having been forgiven for the purposes of resuming the provision of assistance to the Government. The Department of Defense will notify the Government of the amounts forgiven.

The Department of Defense portion of this Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, United States of America.

All communications between the Government and the Department of Defense shall be in writing, in the English language at the following address:

Defense Security Cooperation Agency
Crystal Gateway North
Suite 303
1111 Jefferson Davis Highway
Arlington, VA 22202-4306
Facsimile: (703) 604-6538