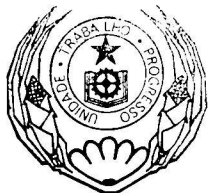


REPÚBLICA DE



CABO VERDE

# BOLETIM OFICIAL

PREÇO DESTE NÚMERO — 40\$00

*Toda a correspondência quer oficial, quer relativa a anúncios e à assinatura do Boletim Oficial devem ser enviados à Administração da Imprensa Nacional, na cidade da Praia.*

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ASSINATURAS:

	Ano	Semestre
Para o País ... ..	500\$00	380\$00
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Os períodos de assinatura contam-se por anos civis e setes semestres. Os números publicados antes de ser tomada assinatura, são considerados venda avulsa.

*Todos os originais com destino ao Boletim Oficial devem ser enviados à Administração da Imprensa Nacional até às 16 horas da Quinta-feira de cada semana.*

*Os que o forem depois da data fixada ficarão para o número da semana seguinte.*

*Os originais dos vários serviços públicos deverão conter a assinatura do chefe, autenticado com o respectivo selo branco.*

## SUPLEMENTO

### SUMÁRIO

#### CONSELHO DE MINISTROS:

**Decreto n.º 140/81:**

Aprova o Acordo de empréstimo concluído entre a INTERBASE — Empresa Pública das Pescas de Cabo Verde e o Fundo ABU DHABI para o Desenvolvimento Económico Árabe — ABU DHABI FUND FOR ARAB ECONOMIC DEVELOPMENT para financiamento de um projecto de pesca.

**Decreto n.º 141/81:**

Aprova o acordo de empréstimo concluído entre a República de Cabo Verde e o Banco Árabe para o Desenvolvimento Económico em África (BADEA) para o financiamento de um projecto de pesca.

**Decreto n.º 142/81:**

Aprova o Acordo de empréstimo concluído entre a República de Cabo Verde e o Fundo Saudita para o Desenvolvimento (THE SAUDI FUND FOR DEVELOPMENT) para financiamento de um projecto de pesca.

**Decreto n.º 143/81:**

Aprova o Acordo de Garantia concluído entre o Governo da República de Cabo Verde e o Fundo ABU DHABI para o Desenvolvimento Económico Árabe (ABU DHABI FUND FOR ARAB ECONOMIC DEVELOPMENT) destinado ao financiamento de um projecto de pesca.

#### MINISTÉRIO DA ECONOMIA E DAS FINANÇAS:

**Portaria n.º 112/81:**

Aprova a tabela de prémios semestrais de seguro obrigatório automóvel e revoga as portarias n.ºs 62/78 e 85/78 de 22 de Setembro e de 11 de Novembro, respectivamente.

#### MINISTÉRIO DO INTERIOR:

**Portaria n.º 113/81:**

Aprova o orçamento do Município de Santa Cruz para o ano económico de 1982.

**Portaria n.º 114/81:**

Autoriza o Município do Maio a contrair no Banco de Cabo Verde um empréstimo destinado à construção de um ciné-teatro e aquisição de uma máquina de projectar.

**Portaria n.º 115/81:**

Homologa a deliberação tomada pelo Conselho Deliberativo da Ribeira Grande no sentido da abertura de um crédito especial.

### CONSELHO DE MINISTROS

Decreto n.º 140/81

de 31 de Dezembro

No uso da faculdade conferida pelo artigo 77.º da Constituição, o Governo decreta o seguinte:

Artigo 1.º É aprovado, nos termos do artigo 75.º, n.º 1, da alínea g), da Constituição da República de Cabo Verde o Acordo de empréstimo entre a Empresa Pública das Pescas de Cabo Verde (INTERBASE) e o Fundo ABU DHABI para o Desenvolvimento Económico Árabe, (ABU DHABI FUND FOR ARAB ECONOMIC DEVELOPMENT), para financiamento de um projecto de pesca, cujo texto, em língua inglesa, faz parte integrante do presente diploma, a que vem anexo.

Art. 2.º O presente diploma entra imediatamente em vigor e o mencionado Acordo produzirá efeitos de conformidade com o que nele se estipula.

*Pedro Pires — Osvaldo Lopes da Silva.*

Promulgado em 30 de Outubro de 1981.

Publique-se.

O Presidente da República, ARISTIDES MARIA PEREIRA.

—————

**LOAN AGREEMENT  
BETWEEN  
CAPE VERDE STATE AGENCY  
FOR FISHERIES INFRASTRUCTURE  
AND  
ABU DHABI FUND FOR ARAB ECONOMIC DEVELOPMENT  
(TO FINANCE THE CAPE VERDE FISHING PROJECT)**

**LOAN AGREEMENT**

AGREEMENT dated this 18th day of NOVEMBER 1980 BETWEEN CAPE VERDE STATE AGENCY FOR FISHERIES INFRASTRUCTURE KNOWN AS INTERBASE established in 1979 by Government decree to implement fishing development projects (hereinafter referred to as the Borrower) of the one part, AND ABU DHABI FUND FOR ARAB ECONOMIC DEVELOPMENT (hereinafter referred to as the FUND) of the other part.

WHEREAS THE BORROWER has requested the Fund to participate in the financing of the Cape Verde Fishing Project which is more particularly described in the Second Schedule to this Agreement (hereinafter referred to as the Project);

AND WHEREAS the Saudi Fund for development and the Arab Bank for Economic Development in Africa have promised to participate in the financing of the Project;

AND WHEREAS the Fund aims at assisting Arab, African, Asian and other developing countries in developing their economy by providing them with the loans necessary for the execution of their development projects;

AND WHEREAS THE FUND is convinced of the soundness and feasibility of the Project and its importance in developing the economy of the Borrower;

AND WHEREAS THE FUND HAS, in pursuance of the foregoing agreed to grant the Borrower a loan on the terms and conditions contained in this Agreement. NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I**

**The Loan and its conditions**

SECTION 1. The Fund agrees to lend the Borrower, on the terms and conditions set forth or incorporated by reference in this Agreement an amount equivalent to four million (4,000,000) Emirates Dirhams.

SECTION 2. The Borrower shall pay interest at the rate of (3½%) three and half per cent per annum on the principal amount of the Loan withdrawn and

outstanding from time to time, Interest shall accrue from the respective dates on which amounts shall be so withdrawn.

SECTION 3. An additional charge of one-half per cent (½%) per annum on the amounts withdrawn from the loan and outstanding from time to time shall be paid to meet the administrative expenses and the expenses of implementing this Agreement.

SECTION 4. The charge payable for special commitments entered into by the Fund, at the request of the Borrower pursuant to Section 2 of this Article 3, shall be at the rate of one-half per cent (½%) per annum on the principal amount of any such special commitments outstanding from time to time.

SECTION 5. Interest and other charges shall be computed on the basis of a 360-day year of twelve 30-day months for any period less than half a year.

SECTION 6. The Borrower shall repay the principal of the Loan in accordance with the amortization schedule set forth in Schedule 1 to this Agreement.

SECTION 7. Interest and other charges shall be payable semiannually on 30th April and 31st October in each year.

SECTION 8. The Borrower shall have the right, upon payment of all accrued interest and all other charges, and upon giving not less than 45 days' notice to the Fund, to repay in advance of maturity:

- (a) all of the principal amount of the Loan at the time outstanding. OR;
- (b) all of the principal amount of any one or more maturities, provided that on the date of such repayment there shall not be outstanding any portion of the Loan maturing after the portion to be prepaid.

Section 9. Withdrawal of the proceeds of the Loan, its repayment, payment of interest and other charges and all accounts of the financial transactions related to this Agreement, shall be in Emirates Dirhams.

**ARTICLE II**

Section 1. Withdrawal of the proceeds of the Loan, its repayment, payment of interest and other charges and all accounts of the financial transactions related to this Agreement, shall be in Emirates Dirhams.

Section 2. The Fund shall, at the request of the Borrower and acting as its agent, purchase any currency needed by the Borrower for payment for, or reimbursement of, the cost of goods financed out of the Loan, in accordance with this Agreement. The amount considered as withdrawn from the Loan in such case shall be equal to the amount of Emirates Dirhams required to purchase such foreign currency.

Section 3. The Fund may, at the request of the Borrower and acting as its agent, purchase such amount of Emirates Dirhams as may be required for settlement in accordance with section 1 of this Article, in any foreign currency or currencies acceptable to the Fund.

Settlement shall be deemed to have been made only when and to the extent that Emirates Dirhams have been actually received by the Fund.

Section 4. Whenever it shall be necessary for the purposes of this Agreement to determine the value of one currency in terms of another, such value shall be reasonably determined by the Fund.

## ARTICLE III

**Withdrawal and use of proceeds of  
The Loan**

Section 1. The Borrower shall be entitled to withdraw from the Loan amounts expended or to be expended for the Project in accordance with the provisions of this Agreement.

Except as the Fund may otherwise agree, no amount shall be withdrawn from the Loan on account of expenses incurred prior to the coming into force of this Agreement.

Section 2. At the Borrower's request and on such terms and conditions as shall be agreed between the Borrower and the Fund, the Fund may enter into special commitments in writing to pay amounts to the Borrower or others in respect of the cost of goods to be financed under this Agreement not withstanding any suspension or cancellation.

Section 3. When the Borrower shall desire to withdraw any amount from the Loan or to request the Fund to enter into a special commitment pursuant to the preceding Section the Borrower shall deliver to the Fund an application on the forms prescribed by the Fund accompanied by the necessary supporting documents, so that, however, where any withdrawal is effected or special commitment is entered into before such application or such supporting documents are presented to the Fund the same shall be so presented immediately thereafter.

SECTION 4. Each application for withdrawal and the accompanying supporting documents and other evidence must be adequate in form and substance to satisfy the Fund that the Borrower is entitled to withdraw from the Loan the amount applied for and that the amount to be withdrawn from the Loan is to be used only for the purposes specified in this Agreement.

SECTION 5. The Borrower shall apply the proceeds of the Loan exclusively to financing the reasonable cost of goods and services required to carry out the Project. The procedures for procurement of such goods and services shall be determined by Agreement between the Fund and the Borrower.

SECTION 6. The Borrower shall cause all goods financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

SECTION 7. Payment by the Fund of amounts which the Borrower is entitled to withdraw from the Loan shall be made to or on the order of the Borrower.

SECTION 8. The right of the Borrower to make withdrawals from the Loan shall terminate on 31st October 1982 or such other date as may from time to time be agreed between the Borrower and the Fund.

## ARTICLE IV

**Particular Covenants**

SECTION 1. THE BORROWER shall be charged with the execution and administration of the Project in accordance with the provisions of this Agreement and in conformity with the requirements of managing public utilities and with sound engineering, financial and technical principles.

The Borrower shall appoint a Cape Verdian manager to be responsible for the implementation of the Project.

SECTION 2. In carrying out and supervising the Project the Borrower shall employ or cause to be

employed engineering consultants (or other consultants as may be required) acceptable to, and upon terms and conditions satisfactory to the Fund.

SECTION 3. The Borrower shall furnish to the Fund certified copies of all contracts entered into before the signature of this Agreement relating to the execution of the Project or the supervision of such execution.

SECTION 4. The awarding of contracts for the execution and supervision of the Project shall be subject to the Fund's approval.

SECTION 5. Should it appear that the sums allocated for financing of the Project fall short of the estimated cost of execution, the Borrower shall take such steps as may be necessary for providing the additional sums required for completion of execution, on terms and conditions to be approved in advance by the Fund.

SECTION 6. The Borrower shall furnish to the Fund, promptly upon their preparation, the studies, plans and specifications of the Project, and the schedules of its execution as well as any material modifications that may be subsequently made therein, in such manner as the Fund shall from time to time request.

SECTION 7. The Borrower shall maintain or cause to be maintained records adequate to identify the goods and services financed out of the proceeds of the loan, and disclose the use thereof in the Project, to show the progress of the Project (including the cost thereof), and to reflect, in accordance with appropriate procedures which conform to sound and well established accounting practices the operations and financial position of the authority which is carrying out the Project. The Borrower shall afford all reasonable opportunity for accredited representatives of the Fund to make visits for purposes related to the Loan, and to inspect the progress of work, and examine any relevant records and documents, and shall furnish to the Fund all such information as the FUND shall request concerning the expenditure of the proceeds of the Loan, the execution of the Project, and the financial position of the Borrower.

SECTION 8. The Borrower undertakes, directly or indirectly, to run and maintain the Project as well as such appurtenances, not forming an integral part of the Project, as are necessary for its proper operation, in accordance with sound engineering, financial and technical principles.

SECTION 9. The Borrower and the Fund shall cooperate fully to assure that the purposes of the Loan will be accomplished. To that end, either party undertakes to furnish the other with such information and statements as it may reasonably require in relation to the general position of the Loan.

The Borrower and the Fund shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Fund of any condition which interferes, or threatens to interfere, with the accomplishment of the purpose of the Loan (including any appreciable increase in the cost of the Project).

Section 10. It is the mutual intention of the Borrower and the Fund that no other external debt shall enjoy any priority over the Loan by way of a lien hereafter created on government assets. To that end, the Borrower undertakes that, save as the Fund shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for such external debt, such lien will ipso facto equally and ratably secure the pay-

ment of the principal of, and interest and other charges on, the Loan and that in the creation of such lien express provision will be made to that effect, provided however that the foregoing provisions of this Section shall not apply to:

- (I) any lien created on property at the time of purchase thereof solely as security for the payment of the purchase price of such property;
- (II) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; OR
- (III) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

Section 11. The principal of, and interest on the Loan and all other charges shall be paid without deduction for, and free from any tax in force under the laws of the Borrower.

Section 12. This Agreement shall be free from any taxes, fees and dues of any nature that may be imposed under any laws in force in the country of the Borrower on or in connection with its execution, delivery or registration, and the Borrower shall pay or cause to be paid all taxes, fees and dues, if any, imposed under the laws in force in any country in whose currency the Loan is payable.

Section 13. The principal of, and interest and other charges on, the Loan shall be paid free from all restriction imposed under the laws in force in the country of the Borrower.

Section 14. The Borrower shall insure or cause to be insured with responsible insurers all goods financed out of the proceeds of the Loan. Such insurance shall cover such marine, transit and other hazards incident to purchase and importation of the goods into the territories of the Borrower and delivery thereof to the site of the Project, and shall be for such amounts as shall be consistent with sound commercial practices, such insurance shall be payable in the currency in which the cost of the goods insured thereunder shall be payable, or in freely convertible currency.

The Borrower shall take out and maintain or cause to be taken out and maintained, with responsible insurers, insurance against risks related to the Project in such amounts as shall be consistent with sound commercial practices.

SECTION 15. The Borrower shall take or cause to be taken all action which shall be necessary on its part to execute the Project and shall not take, or permit to be taken, any action which would prevent or interfere with the execution or operation of the Project or the performance of any of the provisions of this Agreement.

SECTION 16. All Fund documents, records, correspondence and similar material shall be considered by the Borrower as confidential matters. The Borrower shall accord the Fund full immunity from censorship and inspection of publications.

SECTION 17. All Fund assets and income shall be exonerated from nationalization, confiscation and seizure.

## ARTICLE V

### Cancellation and Suspension

SECTION 1. The Borrower may by notice to the Fund cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice, except that the Borrower may not so cancel any amount of the Loan in respect of which the Fund shall have entered into a special commitment pursuant to Section 2 in this Agreement.

SECTION 2. If any of the following events shall have happened and be continuing the Fund may, by notice to the Borrower suspend in whole or in part the right of the Borrower to make withdrawals from the Loan:

- (a) A default shall have occurred in the payment in whole or in part of principal or interest or any other payment required under this Agreement or any other Loan Agreement between the Borrower and the Fund;
- (b) A default shall have occurred in the performance of any other covenant or agreement on the part of the Borrower under this Agreement;
- (c) The Fund shall have suspended in whole or in part the right of the Borrower to make withdrawals under any other Loan Agreement between the Borrower and the Fund because of a default on the part of the Borrower;
- (d) An extraordinary situation shall have arisen which shall make it unlikely that the Borrower will be able to perform its obligations under this Agreement.

Any such event which may have occurred before the coming into force of this Agreement shall have the same effect which it would have had if it had occurred after it.

The right of the Borrower to make withdrawals under the Loan shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until the Fund shall have notified the Borrower that the right to make withdrawals as been restored, provided, however, that in the case of any such notice of restoration the right to make withdrawals shall be restored only to the extent, and subject to the conditions, specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Fund in respect of any other subsequent event described in this Section.

SECTION 3. If any event specified in paragraph (a) of the preceding section shall have occurred and shall continue for a period of thirty days after notice thereof shall have been given by the Fund to the Borrower, or if any event specified in paragraphs (b), (c) and (d) of the said Section shall have occurred and shall continue for a period of sixty days after notice thereof shall have been given by the Fund to the Borrower, then at any subsequent time during the continuance thereof, the Fund, at its option, may declare the principal of the Loan to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Agreement to the contrary notwithstanding.

SECTION 4. If (a) the right of the Borrower to make withdrawals from the Loan shall have been suspended with respect to any amount thereof for a continuous

period of thirty days, or (b) by the date specified in Section 8 of Article 3 as the Closing Date an amount the Loan shall remain unwithdrawn, the Fund may by notice to the Borrower terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice such amount of the Loan shall be cancelled.

SECTION 5. No cancellation or suspension by the Fund shall apply to amounts subject to any special commitment entered into by the Fund pursuant to Section 2 of Article 3 except as expressly provided in such commitment.

SECTION 6. Any cancellation shall be applied pro rata to the several maturities of the principal amount of the Loan as set forth in the amortization schedule to this Agreement.

SECTION 7. Notwithstanding any cancellation or suspension, all the provisions of this Agreement shall continue in full force and effect except as in this Article specifically provided.

## ARTICLE VI

### **Enforceability of this Agreement, failure to exercise rights; arbitration**

SECTION 1. The rights and obligations of the Borrower under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding any local law to the contrary.

Neither the Borrower nor the Fund shall be entitled under any circumstances to assert any claim that any provision of this Agreement is invalid or unenforceable for any reason whatsoever.

SECTION 2. Failure to exercise any right or power conferred on either party by any provision in this Agreement shall not prevent it from exercising such right or power at any subsequent time and shall not be construed as a waiver thereof.

Likewise no indulgence shown by either party in connection with any default committed by the other party shall preclude it from subsequently resorting to any action available to it under this Agreement in respect of such default.

SECTION 3. Any controversy between the parties to this Agreement and any claim by either party against the other arising under this agreement shall be determined by amicable agreement. If no such agreement is reached the controversy or claim shall be referred for settlement by an Arbitral Tribunal in accordance with the following provisions of this Article.

SECTION 4. (a) The Arbitral Tribunal shall consist of three arbitrators one to be appointed by the Borrower, another by the Fund and the third (hereinafter referred to as the Umpire) to be appointed by agreement of the parties. If they shall not agree within 60 days of the commencement of the arbitration proceedings the Umpire shall be appointed by the Secretary General of the Arab League on the request of either of the parties. If either party shall fail to appoint his own arbitrator the Secretary General of the Arab League shall likewise appoint the same on the request of the other party. In the event of the resignation, death or incapacity for action of any arbitrator a successor shall be appointed in the same manner in which the original arbitrator was appointed.

(b) Arbitration proceedings may be instituted by either party giving the other notice containing a clear statement of the nature of the controversy or claim to be submitted to arbitration, the nature and extent of the relief sought, and the name of the arbitrator appointed by the party instituting the arbitration proceedings. Within thirty days after the giving of such notice, the adverse party shall notify the other of the name of his own arbitrator.

The Arbitral Tribunal shall convene at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

(c) The Arbitral Tribunal shall determine its own procedure so that, either party shall be afforded a fair hearing. The Arbitral Tribunal may determine the issues before it either in the presence of the parties or by default. All its decisions shall be by majority vote. The award shall be rendered in writing and shall be signed at least by a majority of the Arbitral Tribunal. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Article shall be final and binding upon the parties to this Agreement. Each party shall abide by and comply with any such award rendered by the Arbitral Tribunal.

(d) The Arbitral Tribunal shall apply the principles common under the current laws of the Borrower and the state of the United Arab Emirates as well as the principles of justice and good conscience.

(e) Each party shall defray its own costs in the arbitration proceedings including the fees of the arbitrator appointed by him. The costs of the Arbitral Tribunal and the fees of the Umpire shall be divided between and borne equally by the parties. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

SECTION 5. The provisions for arbitration set forth in the preveous Section shall be in lieu of any other procedure for the determination of controversies between the parties to this Agreement and any claim by either party against the other party arising thereunder.

SECTION 6. Service of any notice or process in connection with any proceeding under this Article may be made in the manner provided in Section 1. of Article 7.

## ARTICLE VII

### **Micellaneous Provisions**

SECTION 1. Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Except as otherwise provided in Section 3. of Article 8, such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram, to the party to which it is required or permitted to be given or made at such party's address specified in this Agreement or at such other address as such party shall have designated by notice to the other.

SECTION 2. The Borrower shall furnish to the Fund sufficient evidence of the authority of the person or persons who will sign the applications provided for in article III or who will, on behalf of the Borrower, take any other action or execute any other documents re-

quired or permitted to be taken or executed by the Borrower under this Agreement, and the authenticated specimen signature of each such person.

SECTION 3. Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Agreement on behalf of the Borrower may be taken or executed by the Minister of Cooperation and Planning of the Borrower or any person thereunto authorized in writing by him. Any modification or amplification of the provisions of this Agreement may be agreed to on behalf of the Borrower by written instrument executed on behalf of the Borrower by his aforementioned representative or any person thereunto authorized in writing by him.

SECTION 4. Any side letters exchanged between the parties in connection with or in pursuance of this Agreement shall be binding to the same effect as if they were herein incorporated.

#### ARTICLE VIII

##### Effective date: Termination

SECTION 1. This Agreement shall not become effective until adequate evidence shall have been furnished to the Fund that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified by all necessary constitutional action.

SECTION 2. The other co-lenders shall have signed their Loan Agreement.

SECTION 3. As part of the evidence to be furnished pursuant to the preceding section, the Borrower shall furnish to the Fund an opinion of a competent authority showing that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

SECTION 4. If the Fund is satisfied with the evidence furnished by the Borrower in relation to the binding effect of this Agreement the Fund shall dispatch by cable to the Borrower notice of its acceptance of the evidence required by Section 1. of this Article. This Agreement shall be effective and shall come into force on the date on which such cable is dispatched.

SECTION 5. If all acts required to be performed pursuant to Section 1. of this Article shall not have been performed before 120 days after the signature of this Agreement or such other date as shall be agreed upon by the Fund and the Borrower, the Fund may at any time thereafter at its option terminate this Agreement by notice to the Borrower. Upon the giving of such notice this Agreement and all obligations of the parties thereunder shall forthwith terminate.

SECTION 6. If and when the entire principal amount of the Loan and all interest and other charges which shall have accrued on the Loan shall have been paid, this Agreement and all obligations of the parties thereunder shall forthwith terminate.

#### ARTICLE IX

##### Definitions

SECTION 1. Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement or any schedule hereto:

- 1) The term «Project» means the project or projects or programme or programmes for which the Loan is granted, as described in Schedule 2. to this Agreement and as the description thereof shall be amended from time to time by agreement between the Fund and the Borrower.
- 2) The term «goods» means equipment, supplies and services which are required for the Project. Wherever reference is made to the cost of any goods, such cost shall be deemed to include the cost of importing such goods into the territories of the Borrower.

The following addresses are specified for the purposes of Section 7.01.

For the Borrower:

Secretarial Etat Cooperation.  
Praia, Cap Vert.

Cable address:

TELEX: 52 GOVER CV.

For the Fund:

ABU DHABI FUND FOR ARAB ECONOMIC DEVELOPMENT P. O. BOX 814, ABU DHABI, U.A.E.

Cable address:

FUND, ABU DHABI.  
TELEX: 22287 FUND EM.

In witnesseth whereof the parties hereto acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names and delivered in Abu Dhabi in five copies, each considered an original and all to the same and one effect, as of the day and year first above written.

For INTERBASE, *José Brito*, Secretary of State for Cooperation and Planning.

Abu Dhabi Fund for Arab Economic Development,  
*Nasser Al-Nowais*, General Manager.

#### SCHEDULE (1)

##### Schedule of amortization (In Emirate DHS)

<i>Date instalement due</i>	<i>Instalement due</i>
1.10.1983	166,666
1. 4.1984	166,666
1.10.1984	166,666
1. 4.1985	166,666
1.10.1985	166,666
1. 4.1986	166,666
1.10.1986	166,666
1. 4.1987	166,666
1.10.1987	166,666
1. 4.1988	166,666
1.10.1988	166,666
1. 4.1989	166,666
1.10.1989	166,666
1. 4.1990	166,666
1.10.1990	166,666
1. 4.1991	166,666
1.10.1991	166,666
1. 4.1992	166,666

1.10.1992	166,666
1. 4.1993	166,666
1.10.1993	166,666
1. 4.1994	166,666
1.10.1994	166,666
1. 4.1995	166,682

4,000,000

**SCHEDULE (2)**

**Project description**

(1) Project Description:

1) The main objective of the Project would be to increase fish production by pole-and-line fishing for tuna species during the tuna season in the Cape Verde waters and to purse-seine for small pelagic fish for the rest of the year. Both tuna and small pelagic species would be frozen on shore, stored and subsequently exported to Puerto Rico (for U.S. markets), Portugal and Spain (tuna) and West Africa (small pelagic fish).

2) A new fleet of twelve combination (pole-and-line/purse seine), steel hull fishing vessels in the 15-metre class would be imported. They would be owned and operated by INTERBASE. In order to allow the vessels to operate the pole-and-line fishing effectively, a bait collection system would also be set up. For this purpose, four groups of equipment comprising power skiffs, net skiffs, fishing nets and gear, would be imported. A vehicle (passenger/cargo combination) would be provided to service the project fleet. An air blast freezer and an ice plant, to be owned and operated by FRICAP, would be imported under the Project in order to meet the needs of the project fleet.

3) For successful implementation of the Project, a substantial amount of Technical Assistance would be provided under the Project. Project implementation would be over a two-year period.

(2) The Loan shall be allocated to finance the following items:

Item	Allocation in dhs
Fishing Equipment	950,000
AIR BLAST Freezer	200,000
Equipment	150,000
Technical Assistance	1,670,000
Others	430,000
Physical Contingencies	600,000
<b>TOTAL</b>	<b>4,000,000</b>

Decreto n.º 141/81

de 31 de Dezembro

No uso da faculdade conferida pelo artigo 77.º da Constituição, o Governo decreta o seguinte:

Artigo 1.º É aprovado, nos termos do artigo 75.º, n.º 1, da alínea g), da Constituição da República de Cabo Verde, o Acordo de empréstimo para o financiamento de um projecto de pesca em Cabo Verde, entre a República de Cabo Verde e o Banco Árabe para o Desenvolvimento Económico em África (BADEA), cujo texto, em língua francesa, faz parte integrante do presente diploma, a que vem anexo.

Art. 2.º O presente diploma entra imediatamente em vigor e o mencionado Acordo produzirá efeitos de conformidade com o que nele se estipula.

Pedro Pires — Osvaldo Lopes da Silva.

Promulgado em 30 de Outubro de 1981.

Publique-se.

O Presidente da República, ARISTIDES MARIA PEREIRA.

**ACCORD DE PRET  
(PROJECT DE PECHE — CAP VERT)  
ENTRE  
LA REPUBLIQUE DU CAP VERT  
ET**

**LA BANQUE ARABE POUR LE DEVELOPPEMENT  
ECONOMIQUE EN AFRIQUE**

En Date du 21 Decembre, 1980

**Accord de Pret**

ACCORD, en date du 21 Decembre 1980, entre LA REPUBLIQUE DU CAP VERT (ci-après dénommée «l'Emprunteur») et LA BANQUE ARABE POUR LE DEVELOPPEMENT ECONOMIQUE EN AFRIQUE (ci-après dénommée «la BADEA»).

ATTENDU QUE B) L'Emprunteur a demandé au BADEA de contribuer au financement du Projet décrit dans l'Annexe «II» au présent Accord;

ATTENDU QUE B) L'Emprunteur a demandé au FONDS D'ABBU DHABI de participer au financement du Projet et que ledit Fonds a accepté d'accorder à cette fin un Prêt d'un montant d'un million de dollars (\$1 000 000);

ATTENDU QUE C) L'Emprunteur a demandé au FONDS SEOUDIEN de participer au financement du Projet et que ledit Fonds a accepté d'accorder à cette fin un Prêt d'un montant de deux millions six cent mille dollars (\$2 600 000);

ATTENDU QUE D) L'Objectif de la BADEA est de promouvoir le développement économique des pays d'Afrique dans un esprit de solidarité et d'intérêt mutuel et de renforcer ainsi les liens qui unissent les Etats Africains et la Nation Arabe;

ATTENDU QUE E) La BADEA est convaincue de l'importance et de l'utilité dudit Projet pour le développement de l'économie de l'Emprunteur;

ATTENDU QUE F) La BADEA a accepté, compte tenu de ce qui précède, d'accorder à l'Emprunteur un Prêt aux conditions stipulées dans le présent Accord;

PAR CES MOTIFS, les parties au Présent Accord sont convenues de ce qui suit:

**ARTICLE I**

**Conditions generales — definitions**

Section 1.02 Les parties au présent Accord acceptent toutes les dispositions des Conditions Générales des Accords de Prêt et de Garantie de la BADEA, ci-jointes, en date du 28 Octobre 1979 (ci-après dénommées «les Conditions Générales»), en leur reconnaissant la même force et les mêmes effets que si elles étaient incorporées au présent Accord.

Section 1.02 A moins que le contexte ne requière une interprétation différente, les termes et expressions définis dans les Conditions Générales et dans le Préambule au présent Accord ont, chaque fois qu'ils sont employés dans le présent Accord, les significations figurant dans lesdites Conditions Générales et dans ledit Préambule. En outre:

a) Le sigle INTERBASE: désigne l'entreprise Cap-verdienne Des Infrastructure de Pêche, régie par ses propres statuts approuvés par le Decret 69/79 en date du 28 Juillet 1978, ainsi que la loi sur les sociétés d'Etat approuvée par le Decret loi n.º 11/78 du 13 Février 1978;

b) L'expression «Accord de Prêt Subsidiaire»: désigne l'Accord visé dans la Section (4.02) du présent Accord qui sera conclu entre l'Emprunteur et l'INTERBASE à des conditions jugées satisfaisantes par la BADEA, y compris les amendements ou les suppléments qui pourraient être approuvés audit Accord avec l'Approbation de la BADEA.

## ARTICLE II

### Le prêt

*Section 2.01* La BADEA accepte de prêter à l'Emprunteur, aux conditions stipulées ou visées dans le présent Accord, un montant de deux millions quatre cent mille dollars (\$2.400.000).

*Section 2.02* Le montant du prêt peut être retiré du Compte de Prêt au titre des dépenses effectuées, ou, si la BADEA y consent, des dépenses à effectuer pour régler le coût raisonnable des biens et services nécessaires à l'exécution du Projet et qui doivent être financés au moyen du Prêt, tels qu'ils sont décrits dans l'Annexe «A» au présent Accord y compris les modifications qui pourraient être apportées à ladite Annexe d'un commun accord entre l'Emprunteur et la BADEA.

*Section 2.03* A moins que la BADEA n'en convienne autrement, les biens nécessaires à l'exécution du Projet et financés au moyen du Prêt sont acquis conformément aux dispositions de l'Annexe «III» au présent Accord.

*Section 2.04* La date clôture est fixée au 31 Décembre, 1983 ou à toute autre date postérieure fixée par la BADEA et notifiée à l'Emprunteur dans les meilleurs délais.

*Section 2.05* L'Emprunteur verse des intérêts au taux de quatre pour cent (4%) l'an sur le montant du Prêt retiré et non encore remboursé.

*Section 2.06* Les intérêts et commissions sont payables semestriellement le 1er Juin et 1er Décembre de chaque année.

*Section 2.07* L'Emprunteur rembourse le principal du Prêt conformément au tableau d'amortissement figurant à l'Annexe «I» au présent Accord.

## ARTICLE III

### Execution du projet

*Section 3.01* L'Emprunteur s'engage à faire exécuter le Projet par l'INTERBASE, avec la diligence et l'efficacité voulues et selon des méthodes administratives, financières et techniques appropriées; il s'engage également à fournir au fur et à mesure des besoins, les fonds installations, services et autres ressources nécessaires à l'exécution du Projet.

*Section 3.02* Pour l'exécution et la surveillance du Projet, l'Emprunteur veille à ce que l'INTERBASE s'assure les services d'experts et de consultants dont les qualifica-

tions, l'expérience le manda et les conditions d'emploi sont jugés satisfaisants par la BADEA.

*Section 3.03* L'Emprunteur soumet à la BADEA, pour approbation, le Projet de programme d'exécution du Projet, ainsi que toutes modifications ou adjonctions importantes qui pourraient y être ultérieurement apportées ou faites avec tous les détails que la BADEA peut raisonnablement demander.

*Section 3.04* Outre les fonds du Prêt et les fonds visés dans les Attendus (B), (C) du présent Accord, l'Emprunteur fournit au fur et à mesure des besoins, tous les autres fonds nécessaire à l'exécution du Projet (y compris les fonds qui pourraient être nécessaires pour couvrir tout dépassement de coût par rapport au coût estimatif du Projet à la date de signature du présent Accord); tous ces fonds doivent être fournis à des conditions jugées satisfaisantes par la BADEA.

*Section 3.05 a)* L'Emprunteur veille à ce que l'INTERBASE assure ou prenne toutes dispositions nécessaires pour faire assurer, tous les biens importés qui doivent être financés moyen des fonds du Prêt d'assureurs dignes de confiance.

Ladite assurance couvre tous les risques que comportent l'acquisition, le transport et la livraison desdits biens jusqu' à leur lieu d'utilisation ou d'installation et pour tous montants conformes à l'usage commercial; toute indemnité due au titre de ladite assurance est payable en une monnaie librement utilisable par l'Emprunteur pour remplacer ou faire réparer lesdits biens.

*b)* A moins que la BADEA n'en convienne autrement, tous les biens financés au moyen du Prêt sont affectés exclusivement au Projet.

*Section 3.06* L'Emprunteur i) veille à ce que l'INTERBASE tienne les écritures nécessaires pour identifier les biens financés au moyen des fonds du Prêt et en justifier l'emploi dans le cadre du Projet, pour suivre l'avancement du Projet et son coût d'exécution et pour enregistrer de façon régulière, conformément aux principes comptables généralement admis, les opérations, les ressources et les dépenses en ce qui concerne le Projet, des services et organismes de l'Emprunteur chargés de l'exécution de tout ou partie du Projet; ii) donne et veille à ce que l'INTERBASE donne aux représentants accrédités de la BADEA toute possibilité raisonnable d'effectuer des visites pour des fins se rapportant au Prêt et d'inspecter le Projet, les biens et tous documents et écritures y afférents; iii) fournit et veille à ce que l'INTERBASE fournisse à la BADEA tous renseignements que la BADEA peut raisonnablement demander en ce qui concerne le Projet et son coût d'exécution; les dépenses effectuées au moyen des fonds du Prêt et les biens financés au moyen desdits fonds; et iv) fournit, ou veille à ce que l'INTERBASE fournisse à la BADEA, des rapports trimestriels sur l'état d'avancement de l'exécution du Projet.

*Section 3.07* L'Emprunteur prend, ou veille à ce que soit prise, toute mesure nécessaire en vue d'exécuter le Projet et ne prend ni n'autorise que soit prise, aucune mesure de nature à empêcher ou à compromettre l'exécution du Projet ou l'exécution de l'une quelconque des dispositions du présent Accord.

## ARTICLE IV

### Dispositions particulières

*Section 4.01* L'Emprunteur s'engage à i) tenir ou faire tenir des comptes séparés pour le Projet; ii) faire vérifier



chaque année, par des réviseurs-comptables indépendants de compétence reconnue conformément aux principes de révision comptable généralement admis, lesdits comptes séparés; iii) fournir à la BADEA dans les meilleurs délais et dans tous les cas, six mois au plus tard après la fin de l'année fiscale A) des copies certifiées conformes desdits comptes vérifiés et B) un rapport desdits réviseurs-comptables dont la portée et les détails sont jugés satisfaisants par la BADEA; et iv) fournir à la BADEA tous autres renseignements concernant desdits comptes séparés et leur vérification que la BADEA peut raisonnablement demander.

Section 4.02 a) L'Emprunteur s'engage à conclure avec l'INTERBASE un accord de prêt subsidiaire au titre duquel l'Emprunteur rétrocède à l'INTERBASE les fonds du Prêt à des conditions jugées satisfaisantes par la BADEA. A moins que la BADEA n'en convienne autrement l'Emprunteur veille à ce que l'INTERBASE rembourse le montant dudit Prêt subsidiaire en vingt quatre échéances étant payable le 1er Avril 1984 et la dernière échéance le 1er Octobre 1995. L'Emprunteur veille en outre à ce que l'INTERBASE verse des intérêts sur le montant du Prêt Subsidiaire retirés et non encore remboursée au taux de six pour cent (6%) par an. L'Accord de Prêt Subsidiaire stipule que l'INTERBASE exécute toutes les obligations et remplit toutes les conditions que l'Emprunteur s'engage par le présent Accord à faire exécuter ou remplir par l'INTERBASE.

b) L'Emprunteur exerce des droits que lui confère l'Accord de Prêt Subsidiaire de manière à protéger ses propres intérêts et ceux de la BADEA et à accomplir les objectifs du Prêt.

c) A moins que la BADEA n'en convienne autrement l'Emprunteur ne cède, ne modifie n'abroge ni n'anule ledit Accord de Prêt Subsidiaire.

Section 4.03 L'Emprunteur s'assure les services du personnel hautement qualifié et expérimenté nécessaires à une gestion efficace de l'INTERBASE.

## ARTICLE V

### Suspension et exigibilité anticipée

Section 5.01 Aux fins d'application de la Section (8.02) des Conditions Générales, les faits ci-après sont également spécifiés conformément aux dispositions du paragraphes (1-g) de ladite Section:

i) Sous réserve des dispositions de l'alinéa (ii) de la présente Section:

A) Le droit de l'Emprunteur de retirer les fonds provenant de l'un quelconque des prêts et subventions visés dans les Attendus (B) et (C) du présent Accord a été suspendu ou annulé en tout ou en partie, ou il y a été mis fin en tout ou en partie, conformément aux dispositions l'Accord octroyant ledit Prêt ou ladite subvention;

B) L'un quelconque desdits prêts est dû et exigible avant l'échéance stipulée dans l'Accord afférent audit prêt.

ii) L'alinéa (i) de la présente Section n'est pas applicable si l'Emprunteur établit, à la satisfaction de la BADEA, A) que ladite suspension, annulation, terminaison ou exigibilité anticipée n'est pas due à un manquement aux obligations

lui incombant en vertu dudit Accord, et B) qu'il peut obtenir auprès d'autres sources des fonds suffisants pour la réalisation du projet à des conditions lui permettant d'honorer les obligations qui lui incombent en vertu du présent Accord.

Section 5.02 Aux fins d'application de la Section (9.01) des Conditions Générales le fait ci-près est également spécifié conformément aux dispositions du paragraphe (g) ladite Section, à savoir le fait spécifié au paragraphe (i) B) de la Section (5.01) du présent Accord est survenu.

### Date d'entrée en vigueur — terminaison

Section 6.01 Au sens de la Section (12.01) b) des Conditions Générales, l'entrée en vigueur de l'Accord de Prêt est également subordonnée aux conditions suivantes:

a) Toutes les conditions préalables à l'entrée en vigueur des accords visés dans les Attendus (B), (C) du présent Accord ou préalables aux décaissements initiaux, le cas échéant, et stipulées dans lesdits accords, à l'exception de la condition relative à l'entrée en vigueur du présent Accord, ont été remplies;

b) La consultation juridique ou le certificat exigée par la Section (12.02) des Conditions Générales devra, en plus des éléments qui sont élaborés, établir que l'Accord de Prêt Subsidiaire dont la teneur et la forme sont jugées satisfaisantes par la BADEA a été dûment autorisé ou approuvé par les parties audit Accord dûment signé et remis en leur nom, et qu'il est entré intégralement en vigueur et a force obligatoire pour les dites parties conformément à ses dispositions sous réserve exclusivement de l'entrée en vigueur du présent Accord.

Section 6.02 La date du 30 Juin 1981 est spécifiée aux fins d'application de la Section (12.04) des Conditions Générales.

### Représentation de l'emprunteur — adresses

Section 7.01 Le Ministre de la Coordination Economique de l'Emprunteur est le représentant de l'Emprunteur aux fins d'application de la Section (11.03) des Conditions Générales.

Section 7.02 Les adresses ci-dessous sont spécifiées aux fins d'application de la Section (11.01) des Conditions Générales:

Pour l'Emprunteur:

Ministère de la Coordination Economique Praia,  
La République du Cap Vert.

Autre adresse pour les messages télex: N.º 54.

Pour la BADEA:

La Banque Arabe pour le Développement Economique en Afrique.

Boite Postale N.º 2 640.

KHARTOUM — SOUDAN.

Autre adresse pour les messages télex: N.º 248 KM.

KHARTOUM — SOUDAN.

EN FOI DE QUOI, les parties au présent Accord, agissant par l'intermédiaire de leur représentant dûment autorisé à cet effet, ont fait signer le présent Accord en leur nom respectif à KHARTOUM, 1.º jour mois et an

que dessus. Le présent Accord est établi en double exemplaire arabe et français, le texte français étant conforme au texte arabe qui seul fait foi.

République du Cap Vert

Par

Représentant Autorisé

*Viriato Barros,*

Ambassadeur de la République du Cap Vert auprès  
de la République du Sénégal.

Banque Arabe pour le Développement Economique  
en Afrique

Par

Dr. *Omer M. OSMAN*

Directeur Général Adjoint.

### ANNEXE «I»

Tableau d'amortissement

Date de l'échéance	Remboursement du principal Exprime en dollars	
1. 1 Juin 1984	79.000	
2. 1 Décembre 1984	81.000	
3. 1 Juin 1985	82.000	
4. 1 Décembre 1985	84.000	
5. 1 Juin 1986	85.000	
6. 1 Décembre 1986	87.000	
7. 1 Juin 1987	89.000	
8. 1 Décembre 1987	91.000	
9. 1 Juin 1988	92.000	
10. 1 Décembre 1988	94.000	
11. 1 Juin 1989	96.000	
12. 1 Décembre 1989	98.000	
13. 1 Juin 1990	100.000	
14. 1 Décembre 1990	102.000	
15. 1 Juin 1991	104.000	
16. 1 Décembre 1991	106.000	
17. 1 Juin 1992	108.000	
18. 1 Décembre 1992	111.000	
19. 1 Juin 1993	113.000	
20. 1 Décembre 1993	115.000	
21. 1 Juin 1994	117.000	
22. 1 Décembre 1994	120.000	
23. 1 Juin 1995	122.000	
24. 1 Décembre 1995	124.000	

### ANNEXE «II»

#### Description du projet

Le Projet vise à l'accroissement de la production thonière pendant la saison du thon dans les eaux de l'Archipel (de Juin/Juillet à Novembre/Décembre) de la production des autres espèces durant l'année. Les prises seront congelées et emmagasinées dans le port de pêche en vue de l'exportation vers les marchés extérieurs.

Le Projet est situé à la ville de Mindelo dans l'île de Sao Vicente où existent déjà les aménagements de mouillage et d'entretien ainsi que les autres services nécessaires au fonctionnement de la flotte de pêche et les nouveaux aménagements de réfrigération prévus dans le Projet.

Il comporte l'acquisition d'une nouvelle flotte de pêche composé de douze canots pour la capture des thonidés et des autres espèces, ces canots seront équipés d'engin pour la capture et le stockage d'appât vivant nécessaire pour les opérations de pêche. Il prévoit aussi l'approvisionne-

ment des facilités de congélation et de stockage, l'assistance technique et la préparation des études et des documents d'appel d'offres. Les activités couvrent une surface qui s'étend sur 60 milles maritimes au Nord de l'Archipel.

Le Projet comporte les parties suivantes:

#### A. Embarcation de pêche:

Douze embarcations sont prévues pour la capture des thonidés et des autres espèces aquatiques (maquereaux sardinelles). L'embarcation aura une longueur de 15 mètres. Elle sera équipée d'un moteur d'une puissance de 180/200 ch. et des installations pour la pêche à l'utilisation d'appât vivant pour les thonidés et de filets pour les autres espèces. Quatre embarcations seront équipées de matériel de communications pour guider les opérations.

#### B. Matériel de pêche:

Ce matériel consiste de filets, treuils et pièces de rechange: ligne lestée, bouchons de liège, flotteurs et des moteurs pour les petits canots, des mouffles et des treuils.

#### C. Unités de Réfrigération et Congélation:

Cette partie est composée de deux parties:

i) Construction d'une usine frigorifique, d'une capacité de 25 tonnes par jour, une chambre froide de stockage, d'une capacité de 75 tonnes et un convoyeur à bande pour l'évacuation de la glace;

ii) Une chambre frigorifique avec le courant d'air (capacité 20 tonnes).

#### D. Equipements:

Les équipements comportent les moyens de transport des treuils et des engins de pêche y compris un fourgon pour la transportation des personnes, des matériels et des autres équipements.

#### E. Assistance Technique:

Cette partie concerne l'approvisionnement des cadres techniques étrangers:

- Un ingénieur des constructions navales (5 hommes/mois);
- Commandant de la flotte (21 hommes/mois);
- 2 Patrons de pêche (34 hommes/mois chacun);
- Un ingénieur maritime (4 hommes/mois).

#### F. Divers:

Cette partie concerne les études relatives au projet, la mise en place des conceptions techniques du projet, les documents de l'appel d'offres ainsi qu'un fonds de roulement pour faire place aux dépenses courantes.

### ANNEXE «III»

#### Acquisition des biens et services

1. A moins que la BADEA n'en convienne autrement, tous les biens et services devant être financés au moyen du prêt seront acquis par voie d'adjudication internationale.

2. L'Emprunteur soumet à l'approbation préalable de la BADEA tous les contrats et ordres proposés pour l'acquisition desdits biens et services.

3. L'Emprunteur enverra à la BADEA des copies des documents de l'adjudication internationale et il apportera auxdits documents les modifications que la BADEA pourra raisonnablement demander. Dans tous les cas,

les soumissionnaires seront préqualifiés et l'Emprunteur transmettra à la BADEA; une liste des soumissionnaires préqualifiés pour l'examen et l'approbation de la BADEA. A la suite de la réception et de l'évaluation des offres, l'Emprunteur présentera à la BADEA un rapport détaillé sur l'évaluation et la comparation des offres reçues, avec en même temps les recommandations pour décision, pour l'approbation de telles recommandations.

**ANNEXE «A»**

**Biens et services devant être financés et affectation du prêt de la BADEA**

Catégorie

Montant affecté  
(exprimé en dollars US)  
% de dépenses financées

1. Embarcation de pêche:		
1-1. Achat de 6 embarcations de pêche y compris les matériels de la capture d'appât avec un moteur dont la capacité est 180-200ch ...	2 152 000	50%
2. Unites de réfrigération et de Congelation:		
2-1. Usine de froid:		
2-1-1. Batiments ...	33 000	11%
3. Non affectés...	215 000	
<b>Total</b> ...	<b>2 400 000</b>	

Nonobstant la somme affectée aux diverses catégories du Prêt ou les pourcentages de dépenses financées par la BADEA indiqués au tableau ci-dessus, si la BADEA a raisonnablement déterminé que le montant du Prêt affecté à une catégorie quelconque ne suffit pas à financer le montant convenu des dépenses de ladite catégorie, la BADEA peut par voie de notifications à l'Emprunteur transférer à cette catégorie le montant supplémentaire nécessaire en le prélevant sur les fonds du Prêt qui était auparavant affecté à d'autres catégories et qui de l'avis de la BADEA ne sont pas requis pour régler d'autres dépenses.

**Decreto n.º 142/81  
de 31 de Dezembro**

No uso da faculdade conferida pelo artigo 77.º da Constituição, o Governo decreta o seguinte:

Artigo 1.º É aprovado nos termos do artigo 71.º, n.º 1, da alínea g) da Constituição da República de Cabo Verde, o Acordo de Empréstimo para o financiamento de um projecto de pesca em Cabo Verde entre a República de Cabo Verde e o Fundo Saudita para o desenvolvimento (THE SAUDI FUND FOR DEVELOPMENT), cujo texto, em língua inglesa, faz parte integrante do presente diploma, a que vem anexo.

Art. 2.º O presente diploma entra imediatamente em vigor e o mencionado Acordo produzirá efeitos de conformidade com o que nele se estipula.

*Pedro Pires — Osvaldo Lopes da Silva.*

Promulgado em 30 de Outubro de 1981.

Publique-se.

O Presidente da República, ARISTIDES MARIA PEREIRA.

KINGDOM OF SAUDI ARABIA  
SAUDI FUND FOR DEVELOPMENT

**LOAN AGREEMENT  
CAPE VERDE FISHING PROJECT  
BETWEEN  
SAUDI FUND FOR DEVELOPMENT  
AND  
REPUBLIC OF CAPE VERDE**

Loan N.º: 1/128  
Signed on: Safar 16, 1401 A.H.  
Corresponding to December 23, 1980

Unofficial translation

Loan n.º: 1/28

**LOAN AGREEMENT**

AGREEMENT dated 16 Safar 1401 A.H, corresponding to December 23, 1980 A. D. between:

1. SAUDI FUND FOR DEVELOPMENT, Riyadh Kingdom of Saudi Arabia (hereinafter called the Fund, represented by H. E. Mohamed A. Alsugair, Vice Chairman and Managing Director of the Fund

and

2. CAPE VERDE REPUBLIC (hereinafter called the Borrower), represented by His Excellency VIRIATO DE BARROS Ambassador of the Republic of Cap Verde to Senegal.

**PREAMBLE**

WHEREAS (A) The Borrower has requested the Fund to grant it a loan to assist in the financing of Cape Verde Fishing Project described in Schedule (2) to this Agreement (hereinafter called the Project);

(B) The Project will be carried out by Cape Verdian Enterprise for Fishary Infrastructure (hereinafter called INTERBASE) with the Borrower's assistance and, as part of such assistance, the Borrower shall make available to INTERBASE the proceeds of the Loan as hereinafter provided;

(C) The Borrower has contracted from Abu Dhabi Fund for Arab Economic Development (hereinafter called Abu Dhabi Fund) a loan in the amount of four million (4,000,000) Dirhams of UAE to finance the Project on the terms and conditions set forth in the Loan Agreement signed on November 18, 1980 between the Borrower and Abu Dhabi Fund (hereinafter called Abu Dhabi Fund Loan Agreement);

(D) The Borrower has contracted from the Arab Bank for Economic Development in Africa (hereinafter called BADEA) a loan in the amount of two million four hundred thousand (2,400,000) US dollars to finance the Project on the terms and conditions set forth in the Loan Agreement signed on 21/12/1980 between the Borrower and BADEA (hereinafter called BADEA Loan Agreement);

(E) The purpose of the Fund is to assist the developing countries in developing their economies and to provide them with the loans required for the implementation of their development projects and programs.

(F) The Fund is convinced of the importance of the Project and its beneficial effects for the economic development of the friendly people of Cape Verde;

(G) WHEREAS the Board of Directors of the Fund has agreed in view of the foregoing, by its Resolution.

No 4/29/255 to grant the Borrower a loan upon the terms and conditions hereinafter set forth.

NOW THEREFORE the parties hereto hereby agree as follows:

## ARTICLE I

### General Conditions: Definitions

Section 1.01. The parties to this Agreement accept all the provisions of the General Conditions Applicable to Loan Agreements of the Fund issued by Resolution of the Board of Directors of the Fund n.º 11/14 dated Rajab 29, 1396 A. H., corresponding to July 26, 1976 A. D., with the same force and effect as if they were fully set forth herein (said General Conditions Applicable to Loan Agreements of the Fund being hereinafter called the General Conditions).

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

- a) «INTERBASE» means Cape Verdian Enterprise for Fishery Infrastructure, a public Enterprise established under Council of Ministers Decree N.º 69/79 of July 28 1979.
- b) «Subsidiary Loan Agreement» means the Agreement to be entered between the Borrower and INTERBASE pursuant to the provisions of Section 3.01 (b) of this Agreement as the same may be amended from time to time.
- c) «Co-lenders» means collectively Abu Dhabi Fund and BADEA;
- d) «Co-lending Agreements» means collectively all Contract Documents concluded between the Borrower or INTERBASE or any of the Co-lenders in respect of the Project.

## ARTICLE II

### The Loan

Section 2.01. The Fund agrees to lend to the Borrower, on the terms and conditions in the Loan Agreement set forth or referred to, a loan in an amount of Eight million six hundred and sixty thousand (8,660,000) Saudi Riyals.

Section 2.02 The amount of the Loan may be withdrawn by the Borrower from the Loan Account in accordance with the provisions of Schedule 1 to this Agreement, as such Schedule may be amended from time to time by agreement between the Fund and the Borrower for expenditures made (or, if the Fund shall so agree be made) in respect of the reasonable cost of

goods and services required for the Project and to be financed out of the proceeds of the Loan.

Section 2.03. The Borrower shall apply the proceeds of the Loan exclusively to financing the reasonable cost of the goods and services required for the carrying out of the Project. The specific goods to be financed out of the proceeds of the Loan and the methods and procedure for the procurement thereof, shall be determined by agreement between the Fund and the Borrower, subject to modification by further agreement between them. The Borrower shall obtain the Fund's approval before awarding the contracts to be financed out of the proceeds of the Loan and before effecting any modification thereto in the future.

Section 2.04. The Closing Date shall be December 31, 1983 or such later date as shall be agreed between the Fund and the Borrower.

Section 2.05. The Borrower shall pay a loan charge at the rate of two per cent (2%) per annum on the principal amount of the Loan withdrawn outstanding from time to time.

Section 2.06. Loan Charge and other charges shall be payable semi annually on June 30, and December 30 each year.

Section 2.07. The term of the Loan is twenty years including a five-year grace period. The Borrower shall repay the principal amount of the Loan in accordance with the Amortization Schedule set forth in Schedule (3) to this Agreement.

## ARTICLE III

### Execution of the Project

Section 3.01 (a) The Borrower shall carry out the Project through INTERBASE with due diligence and efficiency and in conformity with sound engineering, financial and administrative practices, and shall provide or cause INTERBASE to provide, promptly as needed the funds, facilities, services and other resources required for the purpose.

(b) The Borrower shall re-lend the proceeds of the Loan to INTERBASE under a Subsidiary Loan Agreement to be entered into between the Borrower and INTERBASE, under the terms and conditions which shall have been approved by the Fund. The Subsidiary Loan Agreement shall provide for the execution by INTERBASE of all the obligations and conditions which the Borrower undertakes by virtue of the provisions of this Agreement to cause INTERBASE to comply with.

(c) The Borrower shall exercise its rights under the Subsidiary Loan Agreement in such a manner as to protect the interests of the Borrower and the Funds and to accomplish the purposes of the Loan and, except as the Fund shall otherwise agree, the Borrower shall not assign, nor amend, abrogate, or waive the Subsidiary Loan Agreement or any provision thereof.

(d) Without limiting the generality of paragraph (a) of this Section, the Borrower shall make available or cause to be made available to INTERBASE promptly as needed, and in addition to the Loan proceeds and the loans provided by the Co-Lenders and all other funds which shall be required for the carrying out of the Project (including any funds that may be required to meet any increase in the cost beyond the estimated cost of the

Project at the time of signing this Agreement), all such sums to be made available on terms and conditions acceptable to the Fund.

Section 3.02 In carrying out the Project the Borrower shall cause INTERBASE to employ contractors acceptable to the Fund upon terms and conditions satisfactory to the Fund.

Section 3.03. The Borrower shall cause INTERBASE to insure, or make adequate provision for the insurance of, the imported goods to be financed out of the proceeds of the Loan against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely usable by INTERBASE to replace or repair such goods.

Section 3.04 The Borrower shall ensure that all goods and services financed out of the proceeds of the Loan shall be used exclusively for the Project.

Section 3.05 The Borrower shall cause INTERBASE to furnish to the Fund, promptly upon their preparation, the plans, specifications, reports, contract documents and construction and procurement schedules for the Project, and any modifications thereof or additions thereto, in such detail as the Fund shall request.

Section 3.06. (a) The Borrower shall cause INTERBASE to (i) maintain records adequate to record the progress of the Project (including the cost thereof) and to identify the goods and services financed out of the proceeds of the Loan, and to disclose the use thereof in the Project; (ii) enable the Fund's accredited representatives to visit the facilities and construction sites included in the Project and to examine the goods financed out of the proceeds of the Loan and any relevant records and documents; and (iii) furnish to the Fund all such information as the Fund shall request concerning the Project, the expenditure of the proceeds of the Loan and the goods and services financed out of such proceeds.

(b) The Borrower shall cause INTERBASE to enable the Fund's representatives to examine all its plants, installations, sites, works, buildings, property and documents.

#### ARTICLE IV

##### Particular Covenants

Section 4.01 The Borrower shall cause INTERBASE to have at all times qualified and experienced management and staff.

Section 4.02. The Borrower shall cause INTERBASE to:

- a) operate and maintain its plants, equipments and property, and from time to time make all necessary renewals and repairs thereof, all in accordance with appropriate engineering standards;
- b) take all steps necessary to maintain and renew all rights, powers, privileges and franchises which are necessary or useful in the conduct of its business; and
- c) at all times carry on its operations and maintain its financial position in accordance with appropriate business practices.

Section 4.03. The Borrower shall cause INTERBASE to take out and maintain with responsible insurers, or make other provisions satisfactory to the Fund for, insurance against such risks to the goods purchased from the proceeds of the Loan and in such amounts as shall be consistent with appropriate business practices.

Section 4.04. The Borrower shall cause INTERBASE to maintain records adequate to reflect in accordance with consistently maintained appropriate accounting practices, its operations and financial position.

Section 4.05. The Borrower shall cause INTERBASE to (i) have its accounts and financial statements (balance sheets, statements of income and expenses and related statements) for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Fund; (ii) furnish to the Fund as soon as available, but in any case not later than six months after the end of each year; (A) certified copies of its financial statements for such year as so audited, and (B) the report of such audit by said auditors, of such scope and in such detail as the Fund shall have requested; and (iii) furnish to the Fund such other information concerning the accounts and financial statements of INTERBASE and the audit thereof as the Fund shall from time to time request;

Section 4.06 (a) The Borrower and the Fund confirm their agreement that no other external debt shall enjoy any priority over the Loan by way of a lien created on governmental assets to that end, the Borrower undertakes that, except as the Fund shall otherwise agree, if any external debt, such lien will *ipso facto* rank at no cost to the Fund equally and retably secure the payment of the principal of the Loan, the Loan Charge and other charges on the Loan, and that in the creation of any such lien express provision will be made to that effect.

(b) The Undertaking provided for in paragraph (a) of this Section shall not apply to:

- (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property;
- (ii) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; or
- (iii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after date.

(c) As used in this Section, the term «governmental assets» means assets of the Borrower, of any political or administrative subdivision thereof and of any entity owned or controlled by, or operating for the account or benefit of, the Borrower or any such subdivision, including gold and other foreign exchange assets held by any institution performing the functions of a central bank or exchange stabilization fund, or similar functions for the Borrower.

#### ARTICLE V

##### Remedies of the Fund

Section 5.01. For the purposes of Section 6.02 of the General Conditions, the following additional events are specified pursuant to paragraph (f) thereof:

(a) (i) Subject to paragraph (ii) of this paragraph:

(A) the right of the Borrower or INTERBASE to withdraw the proceeds of any loan made to the Borrower or INTERBASE for the financing of the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing therefor, or

(B) any such loan shall have become due and payable prior to the agreed maturity thereof.

(ii) Subparagraph (i) of this paragraph shall not apply if the Borrower establishes to the satisfaction of the Fund that such suspension, cancellation, termination or premature ending is not caused by the failure of the Borrower or INTERBASE as the case may be, to perform any of their respective obligations under such agreement, and adequate funds for the Project are available to the Borrower or INTERBASE from other sources on terms and conditions consistent with the obligations of the Borrower under this Agreement.

(b) Any provision in the Borrower's Council of Ministers Decree N.º 69/79 of July 28, 1979 establishing the INTERBASE has been amended, suspended, abrogated, repealed, or waived in such a way as to, in the judgement of the Fund, materially or adversely affect the ability of INTERBASE to carry out and operate the Project.

Section 5.02. For the purposes of Section 7.01 of the General Conditions, the following event is specified pursuant to paragraph (d) thereof, namely, any event specified in paragraph (a) (i) (B) or paragraph (b) of Section 5.01 of this Agreement shall occur.

#### ARTICLE VI

##### Effective Date; Termination

Section 6.01. The following event is specified as an additional condition to the effectiveness of the Loan Agreement within the meaning of Section 12.01 (b) of the General Conditions:

The execution and delivery of the Subsidiary Loan Agreement on behalf of the Borrower and INTERBASE respectively, have been duly authorized or ratified by all governmental and corporate action.

Section 6.02. The following is specified as an additional matter, within the meaning of Section 12.02 (b) of the General Conditions, to be included in the Legal Opinion or opinions to be furnished to the Fund, namely, that the Subsidiary Loan Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and INTERBASE respectively, and is legally binding upon the Borrower and INTERBASE in accordance with its terms.

Section 6.03. The date 23/6/1981 is hereby specified for the purposes of Section 12.04 of the General Conditions.

#### ARTICLE VII

##### Representative of the Borrower; Addresses

Section 7.01 The Minister of Economic Co-ordination of the Borrower, is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions.

For the Fund:

Saudi Fund for Development  
P. O. Box 1887  
Riyadh.  
Kingdom of Saudi Arabia.

Cable Address:

SAUDI FUND FOR DEVELOPMENT  
RIYADH  
KINGDOM OF SAUDI ARABIA

Telex:

201145 SUNDOQ SJ

For the Borrower:

Ministry of Economic Coordination  
Praia  
Republic of Cape Verde

Cable Address:

COORDENAÇÃO ECONÓMICA  
PRAIA  
CAPE VERDE

Telex:

57 MCE C.V.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names, in Riyadh, Kingdom of Saudi Arabia as of the day and year first above written, in two counterparts in Arabic language, each of which shall be an original.

For

Republic of Cape Verde

*Viriato de Barros*

For

Saudi Fund for Development

*Mohammed A. Alsugair*

By

Vice Chairman and Managing Director

#### SCHEDULE (1)

##### Withdrawal of the Proceeds of the Loan

A. The table below sets forth the categories of items to be financed out of the proceeds of the Loan, the allocation of the amounts of the Loan to each category and the per-

centage of expenditures for items to be financed in each Category:

1. Purchase of 12 vessels with equipment for bait groups (Parts A and B of the Project)	7,166,000	50% of total expenditures
2. The purchase of the Flake ice-maker units and ice silo with conveyor parts (Sections (II) & (III) of Part C of the Project)	697,000	100% of total expenditures
3. Contingencies	797,000	
Total:	8,660,000	

B. Notwithstanding the provisions of Paragraph 1 above no withdrawal shall be made in respect of payments made for:

- 1) Expenditures prior to the date of this Agreement; and
- 2) Taxes levied by, or in the territory of the Borrower on goods or services, or on the importation, manufacture, procurement or supply thereof.

**SCHEDULE (2)**

**Description of the Project**

The Project aims at the increase of the fish production by pole-and-line fishing for tuna species during the tuna season in the Cape Verde waters and to purse-seine for small pelagic fish for the rest of the year. The fish production will be frozen on shore, stored and subsequently exported. Project operations will be based at Mindelo, São Vicente, where port and shore facilities are available for fish production.

The Project consists of following parts:

- PART (A) : Twelve steel hull, combination fishing vessels equipped for tuna live-bait fishing and seining of small pelagic fish: about 15 meters long and with a main engine 180-200 Hp.
- PART (B) : 12 Bait groups for catching live bait for the Project fishing fleet.
- PART (C) : Cold and freezing installations containing the following:
- i) Buildings
  - ii) 2 Flake ice-maker units
  - iii) Ice-silo with 75-ton capacity and conveyor
  - iv) Air blast freezer.
- PART (D) : Other tools and equipment, including a truck.
- PART (E) : Technical assistance and training.

The total cost of the Project is estimated at 6 million U.S. Dollars equivalent to 20 million Saudi Riyals.

The Project is expected to be completed by June 1983.

**SCHEDULE (3)**

**Amortization Schedule**

Installment No.	Date of Payment	Payment of Principal (Expressed in Saudi Riyals)
1.	June 30, 1986	290,600
2.	December 30, 1986	288,600
3.	June 30, 1987	288,600
4.	December 30, 1987	288,600
5.	June 30, 1988	288,600
6.	December 30, 1988	288,600
7.	June 30, 1989	288,600
8.	December 30, 1989	288,600
9.	June 30, 1990	288,600
10.	December 30, 1990	288,600
11.	June 30, 1991	288,600
12.	December 30, 1991	288,600
13.	June 30, 1992	288,600
14.	December 30, 1992	288,600
15.	June 30, 1993	288,600
16.	December 30, 1993	288,600
17.	June 30, 1994	288,600
18.	December 30, 1994	288,600
19.	June 30, 1995	288,600
20.	December 30, 1995	288,600
21.	June 30, 1996	288,600
22.	December 30, 1996	288,600
23.	June 30, 1997	288,600
24.	December 30, 1997	288,600
25.	June 30, 1998	288,600
26.	December 30, 1998	288,600
27.	June 30, 1999	288,600
28.	December 30, 1999	288,600
29.	June 30, 2000	288,600
30.	December 30, 2000	288,600
Total:	...	8,660,000

Decreto n.º 143/81

de 31 de Dezembro

No uso da faculdade conferida pelo artigo 77.º da Constituição, o Governo decreta o seguinte:

Artigo 1.º É aprovado, nos termos do artigo 75.º, n.º 1, alínea g), da Constituição da República de Cabo Verde, o Acordo de Garantia entre o Governo da República de Cabo Verde e o Fundo ABU DHABI para o Desenvolvimento Económico Árabe, (ABU FUND FOR ARAB ECONOMIC DEVELOPMENT) sobre o financiamento de um projecto de pesca em Cabo Verde, cujo texto, em língua inglesa, faz parte integrante do presente diploma, a que vem anexo.

Art. 2.º O presente diploma entra imediatamente em vigor e o mencionado Acordo produzirá efeitos de conformidade com o que nele se estipula.

*Pedro Pires — Osvaldo Lopes da Silva.*

Promulgado em 30 de Outubro de 1981.

Publique-se.

O Presidente da República, ARISTIDES MARIA PEREIRA.

**GUARANTEE AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE  
AND  
ABU DHABI FUND FOR ARAB ECONOMIC DEVELOPMENT  
(TO FINANCE THE CAPE VERDE FISHING PROJECT)**

**GUARANTEE AGREEMENT**

AGREEMENT, dated 18 day of November 1980 between the Government of the REPUBLIC OF CAPE VERDE (hereinafter called the Guarantor) and ABU DHABI FUND FOR ARAB ECONOMIC DEVELOPMENT (hereinafter called the Fund).

Whereas by an agreement of even date herewith between the Fund and INTERBASE (hereinafter called Borrower), which agreement and the schedules therein referred to are hereinafter called the Loan Agreement, the Fund has agreed to make to the Borrower a loan in various currencies equivalent to DHS four million (4,000,000) on the terms and conditions set forth in the Loan Agreement but only on condition that the Guarantor agree to guarantee the obligations of the Borrower in respect of such loan as hereinafter provide;

AND WHEREAS the Guarantor, in consideration of the Fund's entering into the Loan Agreement with the Borrower, has agreed to guarantee such obligations of the Borrower;

NOW therefore the parties hereto hereby agree as follows;

**ARTICLE I**

SECTION 1. The guarantor accepts all the provisions of the Loan Agreement with the same force and effect as if they were fully set forth herein.

**ARTICLE II**

SECTION 1. Without limitation or restriction upon any of the other covenants on its part in this Agreement contained, the Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of the principal of, and the interest and other charges on, the Loan, and the punctual performance of all the covenants and agreements of the Borrower, all as set forth in the Loan Agreement.

**ARTICLE III**

SECTION 1. It is the mutual intention of the Guarantor and the Fund that no other external debt shall enjoy any priority over the Loan by way of a lien hereafter created on governmental assets. To that end, the Guarantor undertakes that, except as the Fund shall otherwise agree, if any lien shall be created on any assets of the Guarantor as security for any external debts, such lien will ipso facto equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan, and that in the creation of any such lien express provision will be made to that effect; provided, however, that the foregoing provisions of the Section shall not apply to; (1) any lien created on property, at the time of purchase thereof, solely as security

for the payment of the purchase price of such property; (II) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; or (III) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

The term «assets of the Guarantor» as used in this Section includes assets of the Guarantor or of any of its political subdivisions or of any agency of the Guarantor or of any such political subdivisions including the Central Bank of the Guarantor or any other institution performing the functions of a central bank.

**ARTICLE IV**

SECTION 1. The Guarantor shall take or cause to be taken all action which shall be necessary on its part to enable the Borrower to continue to execute the Project with due diligence and efficiency and in conformity with sound engineering, financial and administrative practices, and the Guarantor shall not take, or permit to be taken, any action which would prevent or interfere with the execution of the Project or the performance of any of the provisions of the Loan Agreement.

SECTION 2. The Guarantor shall afford all reasonable opportunities to the accredited representatives of the Fund to make visits related to the Loan.

**ARTICLE V**

SECTION 1. The principal of, and interest and other charges on, the Loan shall be paid without deduction for, and free from, any taxes or fees imposed under the laws of the Guarantor or laws in effect in its territories.

SECTION 2. This Agreement and the Loan Agreement shall be free from any taxes or fees that shall be imposed under the laws of the Guarantor or laws in effect in its territories on or in connection with the execution, issue, delivery or registration thereof.

**ARTICLE VI**

SECTION 1. The principal of, and interest and other charges on, the loan shall be paid free from all restrictions imposed under the laws of the Guarantor or laws in effect in its territories.

**ARTICLE VII**

SECTION 1. All fund documents, records, correspondence and similar material shall be considered by the Guarantor as confidential matters, the Guarantor shall accord the Fund full immunity from censorship and inspection of publications.

SECTION 2. All Fund assets and income shall be exonerated from nationalization, confiscation and seizure.

**ARTICLE VIII**

SECTION 1. The rights and obligations of the Guarantor and Fund under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding any local law to the contrary. Neither the



Guarantor nor the Fund shall be entitled under any circumstances to assert any claim that any provision of this Agreement is invalid or unenforceable for any reason.

SECTION 2. No delay in exercising, or omission to exercise, any right, power, or remedy accruing to either party under this Agreement upon any default shall impair any such right, power or remedy, or be construed to be waiver thereof or an acquiescence in such default, nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

SECTION 3. In the application of this Agreement the parties shall try to settle any dispute arising between them by mutual agreement. If no such agreement is reached the matter shall be referred to arbitration. The provisions relating to arbitration in the Loan Agreement shall, mutatis mutandis, apply to this Agreement in the same way as if they were herein incorporated.

#### ARTICLE IX

SECTION 1. Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, or radiogram to the party to which it is required or permitted to be given or made at such party's address specified in this Agreement or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

SECTION 2. The guarantor shall furnish to the Fund sufficient evidence of the authority of the person or persons who will, on behalf of the Guarantor, take any action or execute any documents required or permitted to be taken or executed by the Guarantor under this Agreement, and the authenticated specimen signature of each such person.

SECTION 3. Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Agreement on behalf of the Guarantor may be taken or executed by the Secretary of State for Planning and Co-operation or any person thereunto authorized in writing by him. Any modification or amplification of the Provisions of this Agreement may be agreed to on behalf of the Guarantor by written instrument executed on behalf of the Guarantor by his aforementioned representative or any person thereunto authorized in writing by him, provide that, in the opinion of such representative such modification of amplification is reasonable in the circumstances and will not substantially increase the obligations of the Guarantor under this Agreement.

The Fund may accept the execution by such representative or other person of any such instrument as conclusive evidence that in the opinion of such representative any modification or amplification of the provisions of this Agreement effected by such instrument is reasonable in the circumstances and will not substantially increase the obligations of the Guarantor thereunder.

#### ARTICLE X

SECTION 1. This Agreement shall come into force effect on the date upon which the Loan Agreement become effective.

#### ARTICLE XI

SECTION 1. If and when the entire principal of the Loan and all interest and other charges which shall have accrued on the Loan shall have been paid this Agreement and all obligations of the parties thereunder shall forthwith terminate.

The following addresses are specified for the purpose of Article IX Section 1.

For the Guarantor:

Secretariat Etat Cooperation  
Praia, Cap Vert  
Telex 52 Gover CV

For the Fund:

Abu Dhabi Fund for Arab Economic  
Development,  
P.O. Box 814,  
Abu Dhabi, U.A.E.

Cable Address:

Fund. Abu Dhabi

In witnesseth whereof the parties hereto acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names and delivered in Abu Dhabi, in five copies, each considered an original and all to the same and one effect, as of the day and year first above written.

Signature:

Government of the Republic of Cape Verde (Guarantor), *José Brito*, Secretary of State for Cooperation and Planning.

Signature:

Abu Dhabi Fund for Arab Economic Development,  
*Nasser Al-Nowais*, General Manager.

—o—o—

### MINISTÉRIO DA ECONOMIA E DAS FINANÇAS

#### Secretaria de Estado das Finanças

Portaria n.º 112/81

de 31 de Dezembro

A institucionalização do seguro obrigatório automóvel — assente no princípio de responsabilidade objectiva quanto aos danos corporais — obedeceu a preocupações de carácter eminentemente social.

A prática já demonstrou exuberantemente o profundo alcance social dessa medida e o salto qualitativo que com ele se deu relativamente à reparação das consequências nefastas dos acidentes de viação no que respeita à vida e saúde dos cidadãos.

Basta atentar no número já significativo de vítimas desses acidentes que beneficiaram das prestações de seguro, incluindo a assistência médica e medicamentosa, as evacuações para centros especializados no estrangeiro, as intervenções cirúrgicas, os tratamentos de especialidade e as próteses, cujo custo, da ordem dos milhões, não poderia, normalmente, ser suportado pela generalidade dos sinistrados.

Assim,

Considerando a relevância social do seguro obrigatório automóvel e a necessidade de garantir a viabilidade mínima desse sector de actividades do Instituto de Seguros e Previdência Social;

Tendo em conta a incidência de factores de elevação de preços dos bens e serviços na reparação dos danos cobertos pelo seguro;

Considerando que, em consequência se mostre oportuno proceder a um ajustamento das tarifas do Seguro Obrigatório Automóvel;

Ao abrigo do artigo 23.º do Decreto-Lei n.º 85/78, de 22 de Setembro;

Manda o Governo da República de Cabo Verde pelo Secretário de Estado das Finanças, o seguinte:

Artigo 1.º É aprovada a tabela de prémios semestrais do Seguro Obrigatório Automóvel que faz parte integrante da presente Portaria e baixa, assinada em anexo;

Art. 2.º O Estado compensará o ISPS pelas reduções de prémios ora estabelecidos para os veículos de transporte de mercadorias e passageiros das categorias tarifárias B e C a que se refere a tabela anexa, salvo se a sinistralidade fôr inferior à prevista nos estudos tarifários feitos.

Art. 3.º São revogadas as Portarias n.ºs 62/78 e 85/78, de 22 de Setembro e 11 de Novembro, respectivamente.

Art. 4.º A presente Portaria entra em vigor no dia 1 de Janeiro de 1982.

Secretaria de Estado das Finanças, 21 de Dezembro de 1981. — O Secretário de Estado, *Arnaldo Carlos de Vasconcelos França*.

Tabela de prémios semestrais do Seguro Obrigatório Automóvel

Grupo tarifário	Tipo de veículo	Categoria tarifária	Utilização	Cilindrada C. C	Prémio semestral
A	Ligeiros para passageiros e mistos até 6 lugares incluindo o condutor... (Ligeiros para passageiros e mistos até 9 lugares. As mesmas categorias tarifárias com prémios agravados de 10%)	A.1.	Particular	Até 1.000	2.300\$00
		A.2.	Particular	Até 1.500	2.640\$00
		A.3.	Particular	Até 2.500	3.130\$00
		A.4.	Particular	Além 2.500	3.870\$00
		A.5.	Aluguer	Até 2.500	3.240\$00
		A.6.	Aluguer	Além 2.500	4.190\$00
B	Veículos com peso bruto de 1.600kgs. a 3.500kgs. e passageiros até 6 lugares incluindo o condutor... (Idem, e passageiros até 9 lugares incluindo o condutor. As mesmas categorias tarifárias com agravamento de 10%)	B.1.	Particular	Até 1.500	2.690\$00
		B.2.	Particular	Até 2.500	4.070\$00
		B.3.	Particular	Além 2.500	4.550\$00
		B.4.	Aluguer	Até 2.500	5.380\$00
		B.5.	Aluguer	Além 2.500	6.370\$00
C	Pesados para carga além de 3.500kgs. de peso bruto e 3 lugares na cabine incluindo o condutor...	C.1.	Particular	Até 2.500	6.020\$00
		C.2.	Particular	Além 2.500	6.450\$00
		C.3.	Aluguer	Até 2.500	6.900\$00
		C.4.	Aluguer	Além 2.500	7.190\$00
D	Autocarros para passageiros até 35 lugares ...	D.1.	—	—	8.130\$00
E	Ciclomotores... Motociclos e Scooters...	E.1.	—	Até 50	1.040\$00
		E.2.	—	Até 250	1.350\$00
		E.3.	—	Além 250	1.660\$00
F	Tractores agrícolas ... Reboques para carga e passageiros ... Reboques para carga ...	F.1.	—	—	890\$00
		F.2.	—	—	3.130\$00
		F.3.	—	—	890\$00

Transporte de passageiros: Se o veículo estiver devidamente autorizado, por cada passageiro, além dos indicados na tabela, haverá os seguintes agravamentos:

100\$00 por passageiro transportado em veículo fechado

200\$00 por passageiro transportado em veículo de caixa aberta.

NOTAS:

Ilhas do Maio e Boavista, desconto de 40% sobre os prémios da tarifa.

— Veículos utilizados para abastecimento de água à população, 50% de descontos sobre o prémio da categoria tarifária.

— Para efeitos de seguro, os veículos do Estado são equiparadas aos veículos particulares, e os de instrução aos de aluguer.

Tabela de prémios semestrais das categorias tarifárias B e C com desconto aplicado aos veículos de transportes de mercadorias e passageiros salvo veículos do estado e das empresas públicas

Grupo tarifário	Tipo de veículo	Categoria tarifária	Utilização	Cilindrada C. C	Prémio semestral
B	Veículos com Peso Bruto de 1.600 kgs a 3.500 kgs e passageiros até 6 lugares incluindo o condutor ... (Idem, e passageiros até 9 lugares incluindo o condutor. As mesmas categorias tarifárias com agravamento de 10%) ... ..	B.1.	Particular	Até 1.500	2.160\$00
		B.2.	Particular	Até 2.500	3.260\$00
		B.3.	Particular	Além 2.500	3.640\$00
		B.4.	Aluguer	Até 2.500	4.310\$00
		B.5.	Aluguer	Além 2.500	4.780\$00
C	Pesados para carga além de 3.500 kgs de peso bruto e 3 lugares na cabine incluindo o condutor ...	C.1.	Particular	Até 2.500	4.340\$00
		C.2.	Particular	Além 2.500	4.650\$00
		C.3.	Aluguer	Até 2.500	4.970\$00
		C.4.	Aluguer	Além 2.500	5.180\$00

Transporte de passageiros: Se o veículo estiver devidamente autorizado, por cada passageiro, além dos indicados na tabela, haverá os seguintes agravamentos:

100\$00 por passageiro transportado em veículo fechado

200\$00 por passageiro transportado em veículo de caixa aberta.

NOTA: Estes prémios não se aplicam às ilhas do Maio e Boavista.

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## MINISTÉRIO DO INTERIOR

### Direcção-Geral da Administração Interna

Portaria n.º 113/81

de 31 de Dezembro

Convindo confirmar o orçamento do Município de Santa Cruz para o ano económico de 1982, devidamente aprovado pelo respectivo Conselho Deliberativo;

Ao abrigo do disposto no artigo 10.º n.º 2, do Decreto n.º 47/80, de 2 de Julho;

Manda o Governo da República de Cabo Verde pelo Ministro do Interior o seguinte:

Artigo 1.º É confirmado o orçamento do Município de Santa Cruz para o ano económico de 1982, do seguinte modo:

#### I

##### 1 RECEITAS ORDINÁRIAS

###### Receitas correntes

2 — Impostos indirectos: taxas, licenças e outros serviços gerais pagos por empresas.	479 800\$00
3 — Taxas, multas e outras penalidades ...	270 200\$00
4 — Rendimento de propriedades... ..	140 000\$00
5 — Transferências correntes ... ..	2 743 300\$00
6 — Venda de bens duradouros ... ..	20 000\$00
7 — Venda de serviços e bens não duradouros ... ..	2 639 900\$00
8 — Outras receitas correntes... ..	2 032 100\$00

###### Receita de capital

9 — Venda de bens de investimentos ... ..	40 100\$00
10 — Transferências de capital ... ..	100\$00
13 — Outras receitas de capital... ..	100\$00
14 — Reposições ... ..	1 000\$00
Soma das receitas correntes, de capital e reposições ... ..	8 366 600\$00

15 — Contas de ordem... ..	1 033 400\$00
Total das receitas ordinárias ... ..	9 400 000\$00

##### 2 — RECEITAS EXTRAORDINÁRIAS

10 — Transferências de capital... ..	1 150 000\$00
12 — Passivos financeiros ... ..	5 700 000\$00

Total das receitas extraordinárias... 6 850 000\$00

Total das receitas ordinárias e extraordinárias ... .. 16 250 000\$00

##### II — DESPESAS ORDINÁRIAS

Serviços gerais ... ..	4 487 872\$00
Serviços de abastecimento de água... ..	533 088\$00
Serviços de produção e distribuição de energia eléctrica ... ..	449 160\$00
Serviços de urbanização e obras ... ..	712 480\$00
Despesas comuns... ..	160 000\$00
Contas de ordem... ..	1 033 400\$00

Total das despesas ordinárias... .. 7 376 000\$00

##### 2 — DESPESAS EXTRAORDINÁRIAS

Serviços gerais ... ..	8 874 000\$00
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Total das despesas ordinárias e extraordinárias ... .. 16 250 000\$00

Gabinete do Ministro do Interior, 31 de Dezembro de 1981. — O Ministro, *Júlio César de Carvalho*.

**Portaria n.º 114/81  
de 31 de Dezembro**

O Conselho Deliberativo do Maio deliberou na reunião ordinária de 29 de Novembro do corrente ano, contrair um empréstimo no Banco de Cabo Verde no montante de 7 774 460\$ destinado à construção de um ciné-teatro na Vila do Maio e aquisição de uma máquina de projectar.

Convindo habilitar o citado Município com os meios financeiros necessários ao investimento que se reveste de grande importância para o desenvolvimento sócio-económico do Concelho;

Manda o Governo da República de Cabo Verde pelo Ministro do Interior o seguinte:

**Artigo 1.º** É autorizado o Município do Maio a contrair no Banco de Cabo Verde um empréstimo no montante de 7 774 460\$ destinado à construção de um ciné-teatro na Vila do Maio e aquisição de uma máquina de projectar.

**Art. 2.º** Para amortização do empréstimo referido no artigo anterior, fica o Município do Maio obrigado a inscrever anualmente no mapa das despesas do seu orçamento a verba necessária ao pagamento do capital mutuado e dos juros acordados.

Gabinete do Ministro do Interior, 31 de Dezembro de 1981. — O Ministro, *Júlio César de Carvalho*.

**Portaria n.º 115/81  
de 31 de Dezembro**

Tendo o Conselho Deliberativo da Ribeira Grande votado a abertura de um crédito especial no montante de 1 300 000\$, destinado a inscrever o produto do empréstimo contraído no Banco de Cabo Verde nos termos da Portaria n.º 62/81;

Ao abrigo do disposto nos artigos 35.º e 36.º do Decreto n.º 47/80, de 2 de Julho;

Manda o Governo da República de Cabo Verde pelo Ministro do Interior o seguinte:

**Artigo 1.º** É homologada a deliberação tomada pelo Conselho Deliberativo da Ribeira Grande na sua reunião ordinária de 13 de Novembro do ano em curso, que abre um crédito especial de 1 300 000\$ destinado a inscrever a seguinte rubrica em adicional ao mapa de despesas do orçamento vigente:

**DESPESAS EXTRAORDINÁRIAS**

Capítulo 1.º — Serviços gerais:

*Despesas de capital*

**Artigo 28.º** — Investimentos:

N.º 1 — Aquisição de uma máquina de projectar... .. 1 300 000\$00

**Art. 2.º** Para compensação do crédito designado no artigo anterior é efectuada a seguinte alteração ao orçamento municipal vigente representativa da inscrição da seguinte rubrica em adicional ao mapa de receitas:

**RECEITAS EXTRAORDINÁRIAS**

*Receita de capital*

Capítulo 12.º — Passivos financeiros:

**Grupo 1.º** — Empréstimos não titulados a médio prazo:

**Artigo 48.º** — Empréstimo contraído no Banco de Cabo Verde ... .. 1 300 000\$00

Gabinete do Ministro do Interior, 31 de Dezembro de 1981. — O Ministro, *Júlio César de Carvalho*.