

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF NIGER
REGARDING THE REDUCTION
OF CERTAIN DEBTS OWED TO, GUARANTEED BY, OR INSURED BY
THE UNITED STATES GOVERNMENT

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

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ARTICLE I

Application of the Agreement

1. Pursuant to the recommendations contained in the Agreed Minute on the Consolidation of the Debt of the Republic of Niger, signed on May 12, 2004, by the Participating Creditor Countries and Niger (herein referred to as the "Minute"), the applicable domestic laws of the United States and Niger, and the September 1999 commitment of the President of the United States to provide 100 percent debt forgiveness on eligible debt to certain Heavily Indebted Poor Countries, the United States and Niger hereby agree to the reduction of certain Niger payments due as a result of debts owed to, guaranteed by, or insured by the United States Government or its Agencies.

2. With respect to amounts owed to the Export-Import Bank of the United States ("Ex-Im Bank") and the Department of Defense ("DoD"), these agencies will notify Niger of the amounts cancelled hereunder.

ARTICLE II

Definitions

1. "Agencies" means the Ex-Im Bank and DOD.
2. "Contracts" mean the bilateral debt rescheduling agreements concluded between the United States and Niger on February 21, 1989, June 29, 1989, February 12, 1991, July 29, 1994, and January 14, 1998.

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

3. "Relevant Principal" means the total amount of principal outstanding as of April 1, 2004, including Accrued Interest and any principal and interest in arrears (including Late Interest, if any) on Contracts, as defined in Article II, paragraph 2 of this Agreement.
4. "Late Interest" means interest charges accruing from the contractual payment date of principal and interest due and not paid through March 31, 2004, inclusive.

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5. "Accrued Interest" means interest accrued under the relevant Contracts from the last interest maturity date through March 31, 2004, inclusive, computed at the rate specified in the Contracts.
6. "Minute" means the Agreed Minute on the Consolidation of the Debt of the Republic of Niger, signed on May 12, 2004.
7. "Participating Creditor Countries" means creditor countries that are signatories to the Agreed Minute on the Consolidation of the Debt of the Republic of Niger dated May 12, 2004.
8. "Completion Point" means April 7 and 8, 2004, the dates on which the Boards of the International Monetary Fund ("IMF") and International Development Association of the World Bank respectively decided that Niger had reached its Completion Point, as defined under the Enhanced Debt Initiative for Heavily Indebted Poor Countries.

ARTICLE III

Terms and Conditions of Payment

1. One hundred percent of the Relevant Principal, as defined in Article II, paragraph 3, is hereby cancelled.

A table summarizing the amount of Relevant Principal owed to the United States is attached hereto as Annex B.

2. Adjustments in the amounts of Relevant Principal may be made in writing, as necessary and by mutual consent.

ARTICLE IV

General Provisions

1. Niger shall seek to secure from its external public or private creditors not participating in the Minute reduction arrangements on terms comparable to those set forth in the Minute for credits of comparable maturity, committing to avoid treatment more favorable than that accorded by the Participating Creditor Countries, as more specifically defined in the Minute.

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2. Except as modified by this Agreement, all terms of the Contracts remain in full force and effect.
3. With respect to amounts owed to Ex-Im Bank under this Agreement, Niger (referred to as the "Government" in Annex C hereto) agrees to the additional terms and conditions set forth in Annex C.
4. With respect to amounts owed to DoD under this Agreement, Niger (referred to as the "Government" in Annex D hereto) agrees to the additional terms and conditions set forth in Annex D.

ARTICLE V

Suspension or Termination

1. The United States may suspend or terminate this Agreement by giving sixty (60) days written notice to Niger. In particular, the United States may suspend or terminate all or part of this Agreement if the Participating Creditor Countries determine that Niger has not met its obligations under the Minute, including those of comparable treatment. If the United States terminates all or part of this Agreement, all payments consolidated and cancelled under this Agreement shall be due and payable immediately following notification to Niger of the United States' exercise of this right of termination
2. This Agreement may be amended or modified by mutual consent of the United States and Niger.

ARTICLE VI

Entry into Force

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

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Done in Niamey, Niger, this day of , 2005, in the
English and French languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
REPUBLIC OF NIGER:



Annex A
Agreements Subject to Rescheduling

Export-Import Bank
Loan Number

R-124
R-133
R-166
R-200
R-228

Department of Defense
Loan Number

NK-897R
NK-899R
NK-917R
NK-918R
NK-947D
NK-947E
NK-987D
NK-988D
NK-989D
NK-987E
NK-988E
NK-989E
NK-987H

Annex B
Summary of Relevant Principal
(thousands of US dollars)

Ex-Im	\$6,306
DoD	\$3,693
TOTAL	\$10,002

ANNEX C

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

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

A. Representations. The Government represents and warrants that it has taken all action necessary or advisable under its laws and regulations to authorize the execution, delivery and performance of this Agreement and that this Agreement constitutes a valid and binding obligation of the Government, enforceable against the Government in accordance with its terms and for the performance of which the full faith and credit of the Government is pledged. The Government acknowledges that the activities contemplated by this Agreement are commercial in nature rather than governmental or public and agrees that, to the extent that it has or hereafter may acquire immunity from suit, judgment and/or execution, it will not assert or claim any such right of immunity with respect to any action by Ex-Im Bank to enforce its obligations under this Agreement.

B. Miscellaneous Provisions.

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

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

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

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Treasurer-Controller
Ref: R-286 - Niger
Telex: 89461 EXIMBANK WSH
197681 EXIM UT
Facsimile: (202) 565-3890

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

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Annex D

ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO
AMOUNTS OWING TO DoD

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

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

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

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

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

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

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

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

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Signature

Date

2/1/05

Signature

Date

31 Jan 2005

H.E.Mr. Ali Lambe Zene
Minister of Economy and Finance
of the Republic of Niger

H.E.Mrs Gail Dennise Mathieu
Ambassador of the United States of
America

