

**FINANCE**

**Debt Payment**

**Agreement Between the  
UNITED STATES OF AMERICA  
and SLOVENIA**

Signed at Ljubljana June 9, 2015

*with*

Annexes



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

**SLOVENIA**

**Finance: Debt Payment**

*Agreement signed at Ljubljana June 9, 2015;  
Entered into force July 27, 2015.  
With annexes.*

AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA  
REGARDING THE PAYMENT BY THE REPUBLIC OF SLOVENIA OF DEBT INCURRED  
BY THE FORMER SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA  
AND OWED TO THE UNITED STATES GOVERNMENT INCLUDING ITS AGENCIES

In light of opinion No. 8 of the Arbitration Commission of the Conference for Peace (July 4, 1992) which expressed the opinion that the process of the dissolution of the Socialist Federal Republic of Yugoslavia ("SFRY") is complete and that the SFRY no longer exists and related opinions of the Arbitration Commission and its successor, the Arbitration Commission of the International Conference on the Former Yugoslavia;

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

## ARTICLE I

### Application of the Agreement

1. The United States and Slovenia agree to repayment by Slovenia and cancellation of certain interest with respect to debts which were incurred by the former SFRY and are owed to the United States Government including its Agencies, as provided for in this Agreement.
2. United States Government Agencies means the United States Agency for International Development (“USAID”).

## ARTICLE II

### Debts of the Former SFRY

Slovenia confirms its liability for the debt to foreign creditors which consists of 16.39 percent of debts owed or guaranteed by the former SFRY and not immediately attributable to any successor state (“Non-allocated debt”).

## ARTICLE III

### Definitions

1. “Contracts” means 16.39 percent of loans made by the United States including its Agencies, having an original maturity of more than one year, and which were extended to the SFRY or to its public sector pursuant to an agreement or other financial arrangement concluded before June 25, 1991, inclusive, and which are listed in Annex A of the agreement.

All payments due as a result of debts described above, including principal, interest, and any arrears, that are affected through special payment mechanisms or other external accounts are covered by this Agreement.

2. “Arrears” means 100 percent of the sum of unpaid principal and interest falling due as of May 6, 1996, (inclusive) on the Contracts specified in paragraph 1 of this Article.
3. “Goodwill Payment” means a payment of \$17,394.96.
4. “Cancelled interest” means the interest accumulated between May 7, 1996, and July 31, 2015, inclusive under the Contracts specified in paragraph 1 of this Article.
5. “Late interest” means interest accruing on unpaid Arrears and Goodwill Payment after July 31, 2015.

## ARTICLE IV

### Terms and Conditions of Payment

1. Slovenia agrees to repay the Arrears, Goodwill Payment, and Late interest, if any, in United States dollars in accordance with the following terms and conditions:
  - (a) One-hundred percent of Arrears and Goodwill Payment shall be remitted in a lump-sum payment to USAID on or before July 31, 2015.

A table summarizing the amount of Arrears owed to the United States including its Agencies as of July 31, 2015, inclusive, is found in Annex B.
  - (b) All payments shall be credited first against the Goodwill Payment then against Arrears.
  - (c) Late interest shall accrue beginning on August 1, 2015, inclusive, on any unpaid Arrears or the Goodwill Payment at the rates and frequencies specified in the original contracts, which is 3.5 percent per annum.
2. One-hundred percent of the Cancelled interest is hereby cancelled.

## ARTICLE V

### General Provisions

1. Slovenia agrees to pay all Arrears, Goodwill Payment, and Late interest, if any, to the United States including its Agencies, in United States dollars, without any deductions for taxes, fees or other public charges or any other costs accruing inside or outside Slovenia.
2. The United States including its Agencies agrees to accept payment of Arrears, Goodwill Payment, and Late interest, if any, under the terms herein without additional penalty or fees.
3. All terms of the Contracts remain in full force and effect in accordance with their terms, except as they may be modified by this Agreement.
4. The United States, at its option, shall provide a notice of payment due from the United States including its Agencies. Absence of such a notice shall not relieve Slovenia of its obligation of repayment according to the Agreement.
5. With respect to amounts owing to the United States, including its Agencies, under this Agreement, Slovenia agrees to the additional terms and conditions set forth in Annex C.

6. The Annexes constitute an integral part of this Agreement.

ARTICLE VI

Amendment of the Agreement

This Agreement may be amended in writing by mutual agreement of the Government of the United States of America and the Government of the Republic of Slovenia.

ARTICLE VII

Entry into Force

This Agreement shall enter into force on the date of the last written notice in an exchange of notices between the Parties indicating that all their respective necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.

Done at Ljubljana, Slovenia, in duplicate, in the English language, this 9<sup>th</sup> day of June 2015.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF  
THE REPUBLIC OF SLOVENIA:



**Annex A**

**Contracts Subject to Repayment**

Loans made by Export-Import Bank of the United States, which were transferred to USAID for administration in 1961, with the following USAID Loan Numbers:

166B007  
166B010  
166B015  
166B019

**Annex B**

(Amounts in U.S. dollars)

**Summary of Arrears as of May 6, 1996, (inclusive):**

|              |                     |
|--------------|---------------------|
| Principal    | 1,882,805.39        |
| Interest     | 170,737.68          |
| <b>TOTAL</b> | <b>2,053,543.07</b> |

## Annex C

### Additional Terms and Conditions with Respect to Amounts Owing to USAID

#### A. TERMS AND CONDITIONS OF PAYMENTS

1. Payments. Slovenia agrees to pay amounts owing to USAID in accordance with the terms and conditions of this Agreement, including this Annex.

2. Funds and Place of Payment. All payments made to USAID by Slovenia under this Agreement shall be made in United States dollars via electronic funds transfer to the Federal Reserve Bank, 33 Liberty Street, New York, New York 10045. Payment instructions to the Federal Reserve Bank should read:

BNF-/AC-72000001 OBI = (Pay US Dollars)

Arrears

Goodwill Payment

Loan Numbers

3. Payments due on non-business days. In the event that a payment is due on a day when the Federal Reserve Bank of New York is closed for business, the payment shall be made on the next succeeding business day. This extension of time shall be included in computing the interest on such payment and excluded from the following interest period, if any.

#### B. INTEREST

1. Computation of Late Interest. Late interest shall be computed on the basis of the outstanding principal balance of Arrears and Goodwill Payment times the annualized interest rate, then dividing by a 360 day year and then times the number of days between scheduled payment due dates based on a 12 month year with 30 days per month for each month.

#### C. GENERAL PROVISIONS

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

Ministry of Finance  
Župančičeva 3  
1000 Ljubljana  
Slovenia  
E-mail: gp.mf@gov.si

All communications to USAID shall be addressed as follows:

U.S. Agency for International Development

Office of the Chief Financial Officer  
SA-44 Building, Federal Center Plaza, 4<sup>th</sup> Floor Suite  
400 C Street S.W., Washington, DC 20024  
Fax: (202) 567-5265

USAID may change this designated address upon written notice to Slovenia.

2. Authorized Representatives. Slovenia shall designate in writing duly authorized representatives permitted to perform any and all actions required under this Agreement and may change its designated representatives by written notice to USAID. USAID may accept the signature of such representatives on any instrument as conclusive evidence that any such action effected by such instrument is authorized by Slovenia until receipt of written notice of revocation of their authority.
3. Notification and Confirmation. USAID shall, to the maximum extent practicable, notify Slovenia of payments due at least fifteen (15) days prior to the due date of each payment. Failure to provide such notice, however, does not excuse failure to make payment when due.
4. Choice of Law for Contracts. To the extent this Agreement applies to the USAID loans listed in Annex A, nothing in this Agreement affects the choice of law governing those Contracts.
5. Expenses. Slovenia shall reimburse USAID, upon demand, for all reasonable and documented expenses (including legal fees) incurred by or charged to USAID after the signature of this Agreement in connection with or arising out of the payments owing to USAID.