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**An Bille um Chomhaontuithe Bretton Woods (Leasú), 2022**  
**Bretton Woods Agreements (Amendment) Bill 2022**

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*Mar a ritheadh ag Dáil Éireann*

*As passed by Dáil Éireann*

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**AN BILLE UM CHOMHAONTUITHE BRETTON WOODS (LEASÚ), 2022  
BRETTON WOODS AGREEMENTS (AMENDMENT) BILL 2022**

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**SCHEDULE**

**TEXT OF NEW ARRANGEMENTS TO BORROW**

ACTS REFERRED TO

Bretton Woods Agreements (Amendment) Act 1999 (No. 4)

Bretton Woods Agreements Act 1957 (No. 18)

Bretton Woods Agreements Acts 1957 to 2012

Finance Act 2010 (No. 5)



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**AN BILLE UM CHOMHAONTUITHE BRETTON WOODS (LEASÚ), 2022  
BRETTON WOODS AGREEMENTS (AMENDMENT) BILL 2022**

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# Bill

*entitled*

An Act to provide for Ireland’s participation in the Decision adopted by the Executive Board of the International Monetary Fund on New Arrangements to Borrow (NAB) whereby the State undertakes to provide resources to the International Monetary Fund by means of credit arrangements; to provide for guarantees by the Minister for Finance to the Central Bank of Ireland on any moneys advanced by it arising from a call by the International Monetary Fund under the NAB Decision; to provide for payments by the Minister for Finance out of the Central Fund to certain trust funds; to provide that the Minister for Finance may make a payment out of the Central Fund to the Central Bank of Ireland in respect of certain transactions; to amend the Bretton Woods Agreements Act 1957 in relation to the Catastrophe Containment and Relief Trust; to amend the Bretton Woods Agreements (Amendment) Act 1999 in relation to the Poverty Reduction and Growth Trust; to provide for certain other consequential amendments; and to provide for related matters. 5 10 15

**Be it enacted by the Oireachtas as follows:**

## **Definitions**

1. In this Act— 20
- “call” has the meaning assigned to it in the NAB Decision;
- “CCRT” means the Catastrophe Containment and Relief Trust established pursuant to Decision No. 14649-(10/64) adopted by the Executive Board of the International Monetary Fund on 25 June 2010, as amended from time to time;
- “credit arrangement” has the meaning assigned to it in the NAB Decision; 25
- “Minister” means the Minister for Finance;
- “NAB Decision” means—
- (a) Decision No. 11428-(97/6) on the New Arrangements to Borrow, adopted by the Executive Board of the International Monetary Fund on 27 January 1997 (as amended before the date of the passing of this Act), the text of which, for ease of reference, is set out in the *Schedule*, and 30
  - (b) any further amendments to that Decision.

### **Approval of NAB Decision**

2. (1) The terms of the NAB Decision and the State's adherence to the NAB Decision are hereby approved.
- (2) The Minister shall have all such powers as are necessary to give effect to the State's adherence to the NAB Decision, including consenting on behalf of the State to amendments to the NAB Decision following consultation with the Central Bank. 5
- (3) The Central Bank shall, on behalf of the State, perform the obligations and exercise the rights of the State arising from the State's adherence to the NAB Decision, and is authorised, in particular, to make a payment to the Fund arising from a call by the Fund. 10
- (4) The Central Bank shall have all such powers as are necessary to perform the obligations and exercise the rights of the State arising from the State's adherence to the NAB Decision.
- (5) Any moneys received by or on behalf of the State in accordance with the NAB Decision shall be paid to the Central Bank. 15

### **Publication of approval of amendments to NAB Decision**

3. Where Dáil Éireann approves, pursuant to Article 29.5.2° of the Constitution, an amendment to the NAB Decision, the Minister shall, as soon as may be thereafter, cause notice of such approval, including the amendment so approved, to be published in *Iris Oifigiúil*. 20

### **Provision of guarantee to Central Bank**

4. (1) The Minister may guarantee, in such form and manner and on such terms and conditions as the Minister thinks fit following consultation with the Central Bank, either or both the payment to the Central Bank of the principal of, and any interest on, any moneys advanced by the Central Bank arising from a call by the Fund. 25
- (2) The amount of any guarantee under *subsection (1)* or the aggregate amount of any such guarantees shall not exceed the total amount due to the Central Bank by the Fund under the NAB Decision.
- (3) All moneys from time to time required by the Minister to meet amounts which may become payable by the Minister under a guarantee under *subsection (1)* shall be advanced out of the Central Fund or the growing produce thereof. 30
- (4) Moneys paid by the Minister under a guarantee under *subsection (1)* shall be repaid to the Minister as and when such moneys are recovered by the Central Bank.
- (5) Where the whole or any part of the moneys required by *subsection (4)* to be repaid to the Minister has not been repaid in accordance with that subsection as soon as may be after the date of the advance, the amount so remaining outstanding shall be repaid to the Central Fund out of moneys provided by the Oireachtas. 35
- (6) Notwithstanding *subsection (5)*, the Central Bank shall have a continuing obligation to use all reasonable means to recover any moneys advanced by the Central Bank arising from a call by the Fund. 40

- (7) Moneys paid by the Central Bank to the Minister under this section shall be paid into or disposed of for the benefit of the Exchequer in such manner as the Minister thinks fit.
- (8) The Central Bank shall, commencing in the year 2023, submit a report to the Minister before 1 March in each year setting out— 5
- (a) particulars of any guarantee under *subsection (1)* provided during the previous financial year,
- (b) the amount of any payments made by the Minister during the previous financial year under a guarantee under *subsection (1)* and any amounts repaid to the Minister under *subsection (4)*, 10
- (c) the amount of moneys covered by any guarantee under *subsection (1)* which was outstanding at the end of the previous financial year, and
- (d) an account of any means used by the Central Bank in the previous financial year to recover any moneys advanced by the Central Bank arising from a call by the Fund. 15
- (9) The report under *subsection (8)* shall be included in the annual report under section 10 of the Bretton Woods Agreements (Amendment) Act 1999.

#### **Contributions to Catastrophe Containment and Relief Trust**

5. (1) The Minister may, subject to *subsections (2) and (3)*, make payments in respect of the CCRT out of the Central Fund or the growing produce thereof. 20
- (2) Where the Minister proposes to make a payment under *subsection (1)*, the proposal shall be laid before Dáil Éireann as soon as may be and, if a resolution annulling such a proposal is passed by Dáil Éireann within the next 21 days on which Dáil Éireann has sat after the proposal is laid before it, the proposal shall be annulled accordingly and the Minister shall not make such a payment. 25
- (3) The aggregate amount of any payment that the Minister may make under *subsection (1)* shall not exceed €50,000,000.

#### **Contributions to prescribed trust funds**

6. (1) For the purposes of this section “prescribed trust fund” means a trust or other contribution-based financing mechanism prescribed by the Minister in accordance with *subsection (2)*. 30
- (2) The Minister may by order prescribe a trust or other contribution-based financing mechanism to be a prescribed trust fund where it is established in accordance with Article V, Section 2(b) of the Articles of Agreement of the Fund.
- (3) The Minister may, subject to *subsections (4) and (5)*, make payments in respect of a prescribed trust fund out of the Central Fund or the growing produce thereof. 35
- (4) Where the Minister proposes to make a payment under *subsection (3)*, the proposal shall be laid before Dáil Éireann as soon as may be and, if a resolution annulling such a proposal is passed by Dáil Éireann within the next 21 days on which Dáil Éireann

has sat after the proposal is laid before it, the proposal shall be annulled accordingly and the Minister shall not make such a payment.

(5) The aggregate amount of any payment that the Minister may make under *subsection (3)*—

(a) in respect of a single prescribed trust fund, shall not exceed €50,000,000, and 5

(b) in respect of all prescribed trust funds, the PRGT (within the meaning of the Bretton Woods Agreements (Amendment) Act 1999) and the CCRT, shall not exceed €325,000,000.

(6) An order under *subsection (2)* shall be laid before each House of the Oireachtas as soon as may be after it is made and, if a resolution annulling the order is passed by either such House within the next 21 days on which that House sits after the order is laid before it, the order shall be annulled accordingly, but without prejudice to the validity of anything previously done thereunder. 10

### **Payment to Central Bank in respect of certain transactions**

7. (1) The Minister may make a payment out of the Central Fund or the growing produce thereof to the Central Bank of an amount not exceeding €6,600,000, being the amount that was payable to the Central Bank in respect of the State's share of the proceeds of each of the— 15

(a) deferred charges adjustment, and

(b) SCA-1 account, 20

and that was transferred by the Fund to the Somalia Administered Account and the Sudan Administered Account.

(2) In this section—

“deferred charges adjustment” shall be construed in accordance with Section V 2(b) of Decision No. 8348-(86/122) on “Income Position-Principles of “Burden Sharing,” Income Target for FY 1987 and FY 1988, Rate of Charge, and Rate of Remuneration”, adopted by the Executive Board of the International Monetary Fund on 25 July 1986, as amended from time to time; 25

“SCA-1 account” means the First Special Contingent Account established by Decision No. 8619-(87/90), adopted by the Executive Board of the International Monetary Fund on 17 June 1987; 30

“Somalia Administered Account” means the account established by Decision No. 16626-(19/103), adopted by the Executive Board of the International Monetary Fund on 18 December 2019;

“Sudan Administered Account” means the account established by Decision No. 17042-(21/46), adopted by the Executive Board of the International Monetary Fund on 10 May 2021. 35

### **Amendment of Bretton Woods Agreements Act 1957**

8. Section 3 of the Bretton Woods Agreements Act 1957 is amended in subsection (2)—



- (a) in paragraph (k), by the substitution of “PRGT” for “ESAF Trust”,
- (b) in paragraph (l), by the substitution of “1999,” for “1999.”, and
- (c) by the insertion of the following paragraphs after paragraph (l):
  - “(m) payments in respect of the CCRT within the meaning of the *Bretton Woods Agreements (Amendment) Act 2022*, 5
  - (n) payments in respect of a prescribed trust fund within the meaning of section 6 of the *Bretton Woods Agreements (Amendment) Act 2022*.”.

**Amendment of Bretton Woods Agreements (Amendment) Act 1999**

- 9. The Bretton Woods Agreements (Amendment) Act 1999 is amended— 10
  - (a) in section 1, by the substitution of the following definition for the definition of “ESAF Trust”:
    - “ ‘PRGT’ means the Poverty Reduction and Growth Trust, formerly known as the Enhanced Structural Adjustment Facility Trust, established pursuant to Decision No. 8759-(87/176) adopted by the Executive Board 15 of the International Monetary Fund on 18 December 1987, as amended from time to time;”,
  - (b) in section 4—
    - (i) in subsection (1), by the substitution of “PRGT” for “ESAF Trust” in each place where it occurs, and 20
    - (ii) by the substitution of the following subsection for subsection (5):
      - “(5) The aggregate amount of sums that the Minister may pay in respect of the PRGT for the purposes of subsection (1) shall not exceed €75,000,000.”,
  - (c) in section 7, by the substitution of “PRGT” for “ESAF Trust”, and 25
  - (d) in section 10(2)—
    - (i) by the substitution of “1957 to 2022” for “1957 to 1999” in each place where it occurs,
    - (ii) in paragraph (d), by the substitution of “section 9(10);” for “section 9(10).”, and 30
    - (iii) by the insertion of the following paragraph after paragraph (d):
      - “(e) a copy of the report submitted by the Central Bank to the Minister under section 4(8) of the *Bretton Woods Agreements (Amendment) Act 2022*.”.

**Amendment of Finance Act 2010**

- 10. Section 163 of the Finance Act 2010 is repealed. 35

**Short title, construction, collective citation and commencement**

- 11.** (1) This Act may be cited as the Bretton Woods Agreements (Amendment) Act 2022.
- (2) The Bretton Woods Agreements Acts 1957 to 2012 and this Act shall be construed together as one Act and may be cited together as the Bretton Woods Agreements Acts 1957 to 2022.
- (3) This Act shall come into operation on such day or days as the Minister may appoint by order or orders either generally or with reference to any particular purpose or provision and different days may be so appointed for different purposes and different provisions.

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## SCHEDULE

### Section 1

#### TEXT OF NEW ARRANGEMENTS TO BORROW

##### *Preamble*

In order to enable the International Monetary Fund (the “Fund”) to fulfill more effectively its role in the international monetary system, a number of countries with the financial capacity to support the international monetary system have agreed to provide resources to the Fund up to specified amounts in accordance with the terms and conditions of this decision. As the Fund is a quota-based institution, the credit arrangements provided for under the terms of this decision shall only be drawn upon when quota resources need to be supplemented in order to forestall or cope with an impairment of the international monetary system. In order to give effect to these intentions, the following terms and conditions are adopted under Article VII, Section 1(i) of the Fund’s Articles of Agreement.

##### Paragraph 1. *Definitions*

- (a) As used in this decision the term: 15
- (i) “amount of a credit arrangement” means the maximum amount expressed in special drawing rights that a participant undertakes to make available to the Fund under a credit arrangement;
  - (ii) “Articles” means the Articles of Agreement of the Fund;
  - (iii) “available commitment” means a participant’s credit arrangement less any drawn and outstanding balances; 20
  - (iv) “borrowed currency” or “currency borrowed” means currency transferred to the Fund’s account under a credit arrangement;
  - (v) “call” means a notice by the Fund to a participant to make a transfer under its credit arrangement to the Fund’s account; 25
  - (vi) “credit arrangement” means an undertaking to provide resources to the Fund on the terms and conditions of this decision;
  - (vii) “currency actually convertible” means currency included in the Fund’s financial transactions plan for transfers;
  - (viii) “drawer” means a member that purchases borrowed currency from the General Resources Account of the Fund; 30
  - (ix) “indebtedness of the Fund” means the amount the Fund is committed to repay under a credit arrangement;
  - (x) “member” means a member of the Fund;
  - (xi) “participant” means a participating member or a participating institution; 35
  - (xii) “participating institution” means an official institution of a member that has entered into a credit arrangement with the Fund with the consent of the member; and
  - (xiii) “participating member” means a member that has entered into a credit arrangement with the Fund.
- (b) For the purposes of this decision, the Monetary Authority of Hong Kong (the “HKMA”) 40

shall be regarded as an official institution of the member whose territories include Hong Kong, provided that:

- (i) loans by the HKMA and payments by the Fund to the HKMA under this decision shall be made in the currency of the United States of America, unless the currency of another member is agreed between the Fund and the HKMA; 5
- (ii) the references to balance of payments and reserve position in paragraphs 5(c), 6(b), 6(c), 7(a), and 11(e) shall be understood to refer to the balance of payments and reserve position of Hong Kong. The HKMA shall not be eligible to vote on a proposal for activation under paragraph 5(c), included in a resources mobilization plan under paragraph 6(b), or subject to calls under paragraph 7(a), and shall be excluded from calls in accordance with paragraph 6(c), if, at the time of voting on any such proposal, approval of any such resource mobilization plan, or making of any such call, the HKMA notifies the Fund that Hong Kong's present and prospective balance of payments and reserve position does not allow it to meet calls under its credit arrangement; and 10 15
- (iii) the HKMA shall have the right to request early repayment in accordance with paragraph 13(c) with respect to claims transferred to the HKMA if at the time of the transfer the balance of payments position of Hong Kong is, in the opinion of the Fund, sufficiently strong to justify such a right.

Paragraph 2. *Credit Arrangements* 20

(a) A member or institution that adheres to this decision undertakes to provide resources to the Fund on the terms and conditions of this decision up to the amount in special drawing rights set forth in Annex I to this decision ("Annex I"), which may be amended from time to time in order to take into account changes in credit arrangements resulting from the application of paragraphs 3(b), 4, 15(b), 16, 17, and 19(b). 25

(b) Except as set forth in paragraph 1(b)(i) or otherwise agreed with the Fund, resources provided to the Fund under this decision shall be made in the currency of the participant. Agreements under this paragraph for the use of the currency of another member shall be subject to the concurrence of any member whose currency shall be used.

Paragraph 3. *Adherence* 30

(a) Any member or institution specified in Annex I as a new participant may adhere to this decision in accordance with paragraph 3(c).

(b) Any member or institution not specified in Annex I, may apply to become a participant at any time. Any such member or institution that wishes to become a participant shall, after consultation with the Fund, give notice of its willingness to adhere to this decision, and, if the Fund and participants representing 85 percent of total credit arrangements shall so agree, the member or institution may adhere in accordance with paragraph 3(c). When giving notice of its willingness to adhere under this paragraph 3(b), a member or institution shall specify the amount, expressed in special drawing rights, of the credit arrangement which it is willing to enter into, provided that the amount shall not be less than the credit arrangement of the participant with the smallest credit arrangement. The admission of a new participant shall lead to a proportional reduction in the credit arrangements of all existing participants whose credit arrangements are above that of the participant with the smallest credit arrangement: such proportional reduction in the credit arrangements of participants shall be in an aggregate 35 40

amount equal to the amount of the new participant's credit arrangement less any increase in total credit arrangements decided in accordance with paragraph 4(a), provided that no participant's credit arrangement shall be reduced below the minimum amount set out in Annex I.

(c) A member or institution shall adhere to this decision by depositing with the Fund an instrument setting forth that it has adhered in accordance with its law and has taken all steps necessary to enable it to carry out the terms and conditions of this decision. On the deposit of the instrument the member or institution shall be a participant as of the date of the deposit. 5

Paragraph 4. *Changes in Amounts of Credit Arrangements* 10

(a) When a member or institution is authorized under paragraph 3(b) to adhere to this decision, the total amount of credit arrangements may be increased by the Fund with the agreement of participants representing 85 percent of total credit arrangements; the increase shall not exceed the amount of the new participant's credit arrangement.

(b) The amounts of participants' individual credit arrangements may be reviewed from time to time in the light of developing circumstances and changed with the agreement of the Fund and of participants representing 85 percent of total credit arrangements, including each participant whose credit arrangement is changed. This provision may be amended only with the consent of all participants. 15

Paragraph 5. *Activation Period* 20

(a) When the Managing Director considers that the Fund's resources available for the purpose of providing financing to members from the General Resources Account need to be supplemented in order to forestall or cope with an impairment of the international monetary system, and after consultations with Executive Directors and participants, the Managing Director may make a proposal for the establishment of an activation period during which the Fund may (i) make commitments under Fund arrangements for which it may make calls on participants under their credit arrangements, and (ii) fund outright purchases by making calls on participants under their credit arrangements; provided that an activation period shall not exceed 6 months, and provided further that the amount covered by calls to fund such commitments under arrangements and outright purchases shall not exceed the maximum amount specified in the proposal. The proposal for the establishment of an activation period shall include information on (i) the overall size of possible Fund arrangements on which discussions are advanced, (ii) the balance between arrangements that are expected to be drawn upon and arrangements that are expected to be precautionary, (iii) additional financing needs that, in the opinion of the Managing Director, may arise during the proposed activation period, and (iv) the mix of quota and NAB resources for purchases from the General Resources Account in the period following the approval of an activation period. The information will be updated quarterly during an activation period. 25 30 35

(b) If there is not unanimity among the participants, the question whether the participants are prepared to accept the Managing Director's proposal for the establishment of an activation period in accordance with paragraph 5(a) will be decided by a poll of the participants. A favorable decision shall require an 85 percent majority of total credit arrangements of participants eligible to vote. The decision shall be notified to the Fund. 40

(c) A participant shall not be eligible to vote if, based on its present and prospective balance of payments and reserve position, the member is not included in the 45

financial transactions plan for transfers of its currency at the time of the decision on a proposal for an activation period.

(d) An activation period shall become effective only if it is accepted by participants pursuant to paragraph 5(b) and is then approved by the Executive Board.

Paragraph 6. *Resource Mobilization Plans and Calls* 5

(a) To fund outright purchases during an activation period and commitments under arrangements approved during an activation period, calls under individual credit arrangements of participants may be made on the basis of resource mobilization plans approved by the Executive Board in conjunction with the financial transactions plan for the General Resources Account, normally on a quarterly basis for periods where the New Arrangements to Borrow is 10 activated and for periods up to six months where the New Arrangements to Borrow is not activated. Such resource mobilization plans shall specify for each participant the maximum amount for which calls may be made during the applicable period. The Executive Board may at any time amend such a plan to change the maximum amounts and period for calls. With respect to the allocation of the maximum amounts among participants, the resource mobilization plan 15 shall normally establish an allocation that would result in the available commitments of participants being of equal proportion relative to their credit arrangements.

(b) A participant shall not be included in the resource mobilization plan when, based on its present and prospective balance of payments and reserve position, the member is not included and is not being proposed by the Managing Director to be included in the list of 20 countries in the financial transactions plan for transfers of its currency.

(c) Calls during the period of a resource mobilization plan shall be made on participants by the Managing Director with due regard to the objective specified in paragraph 6(a) of achieving available commitments of participants that are of equal proportion relative to their credit arrangements. No call shall be made on a participant that has been included in the 25 resource mobilization plan if, at the time of such call, the member's currency is not being used in transfers under the financial transactions plan because of the member's balance of payments and reserve position.

(d) When the Fund makes a call pursuant to this paragraph 6, the participant shall promptly make the transfer in accordance with the call. 30

Paragraph 7. *Procedures for Special Calls*

(a) Calls pursuant to paragraph 11(e) may be made at any time with due regard to the objective specified in paragraph 6(a) of achieving available commitments of participants that are of equal proportion relative to their credit arrangements, provided that no such call shall be made on a participant, when, based on its present and prospective balance of payments 35 and reserve position, the member is not included and is not being proposed by the Managing Director to be included in the list of countries in the financial transactions plan for transfers of its currency or, if the member has been included in the financial transactions plan, when, at the time of such call, the member's currency is not being used in transfers under such plan because of the member's balance of payments and reserve position. Calls under this paragraph 7(a) shall 40 not be subject to the procedures set forth in either paragraph 5 or paragraph 6.

(b) Calls pursuant to paragraph 23 may be made at any time; they shall not be subject to the procedures set forth in either paragraph 5 or paragraph 6.

(c) When the Fund makes a call pursuant to this paragraph 7, the participant shall

promptly make the transfer in accordance with the call.

Paragraph 8. *Nature and Evidence of Indebtedness*

(a) A participant’s claim on the Fund arising from calls under this decision shall be in the form of a loan to the Fund; provided that, at the request of a participant, the Fund shall issue to the participant and the participant shall purchase, for up to the amount of any call on that participant, one or more promissory notes (each a “Note” or together the “Notes”) that have the same substantive terms as loans extended under this decision and are subject to the General Terms and Conditions for NAB Notes set forth in Annex II to this decision (the “GTC”). The GTC may be amended by a decision of the Fund with the agreement of participants representing 85 percent of total credit arrangements, provided that any amendment of the GTC shall be consistent with the terms of this decision. The amended GTC shall apply upon effectiveness to all outstanding Notes issued under this decision. 5 10

(b) In cases where a participant’s claim on the Fund is in the form of a loan, the Fund shall issue to the participant, at its request, instruments evidencing the Fund’s indebtedness. The form of the instruments shall be agreed between the Fund and the participant. Upon repayment of the amount of any such instrument and all accrued interest, the instrument shall be returned to the Fund for cancellation. If less than the amount of any such instrument is repaid, the instrument shall be returned to the Fund and a new instrument for the remainder of the amount shall be substituted with the same maturity date as in the old instrument. 15

(c) In cases where a participant’s claim on the Fund is in the form of Notes, such Notes shall be issued in book entry form. Upon the request of a participant, the Fund shall issue a registered Note substantially in the form as set out in the Appendix to the GTC. Upon repayment of any Note and all accrued interest, the Note shall be returned to the Fund for cancellation. If less than the amount of any such Note is repaid, the Note shall be returned to the Fund and a new Note for the remainder of the amount shall be substituted with the same maturity date as in the old Note. 20 25

Paragraph 9. *Interest*

(a) The Fund shall pay interest on its indebtedness under this decision at a rate equal to the combined market interest rate computed by the Fund from time to time for the purpose of determining the rate at which it pays interest on holdings of special drawing rights or any such higher rate as may be agreed between the Fund and participants representing 85 percent of the total credit arrangements. 30

(b) Interest shall accrue daily and shall be paid as soon as possible after each July 31, October 31, January 31, and April 30.

(c) Interest due to a participant shall be paid, as determined by the Fund in consultation with the participant, in special drawing rights, in the participant’s currency, in the currency borrowed, in freely usable currencies, or, with the agreement of the participant, in other currencies that are actually convertible. 35

Paragraph 10. *Use of Borrowed Currency*

The Fund’s policies and practices under Article V, Sections 3 and 7 of the Articles on the use of its general resources, including those relating to the period of use, shall apply to purchases of currency borrowed by the Fund. Nothing in this decision shall affect the authority of the Fund with respect to requests for the use of its resources by individual members, and access to these resources by members shall be determined by the Fund’s policies and practices, 40

and shall not depend on whether the Fund can borrow under this decision.

Paragraph 11. *Repayment by the Fund*

(a) Subject to the other provisions of this paragraph 11, the Fund, ten years after a transfer by a participant in response to a call under this decision, shall repay the participant an amount equivalent to the transfer calculated in accordance with paragraph 12. If a drawer for whose purchase resources were made available under this decision repurchases on a date earlier than ten years after its purchase, the Fund shall repay participants an equivalent amount during the quarterly period in which the repurchase is made in accordance with paragraph 11(d). Repayment under this paragraph 11(a) or under paragraph 11(c) shall be, as determined by the Fund, in the currency borrowed whenever feasible, in the currency of the participant, in special drawing rights in an amount that does not increase the participant's holdings of special drawing rights above the limit under Article XIX, Section 4 of the Articles unless the participant agrees to accept special drawing rights above that limit in such repayment, in freely usable currencies, or, with the agreement of the participant, in other currencies that are actually convertible.

(b) Before the date prescribed in paragraph 11(a), the Fund, after consultation with participants, may make repayment in part or in full to one or several participants in accordance with paragraph 11(d). The Fund shall have the option to make repayment under this paragraph 11(b) in the participant's currency, in the currency borrowed, in special drawing rights in an amount that does not increase the participant's holdings of special drawing rights above the limit under Article XIX, Section 4 of the Articles unless the participant agrees to accept special drawing rights above that limit in such repayment, in freely usable currencies, or, with the agreement of the participant, in other currencies that are actually convertible.

(c) Whenever a reduction in the Fund's holdings of a drawer's currency is attributed to a purchase of currency borrowed under this decision, the Fund shall promptly repay an equivalent amount to participants. If the Fund has used resources under this decision to finance a reserve tranche purchase by a drawer and the Fund's holdings of the drawer's currency that are not subject to repurchase are reduced as a result of net sales of that currency during a quarterly period, the Fund shall repay at the beginning of the next quarterly period an amount equivalent to that reduction to participants, up to the amount of the reserve tranche purchase. Payments under this paragraph 11(c) shall be allocated among participants in accordance with paragraph 11(d).

(d) Repayments under paragraphs 11(a), second sentence, 11(b), and 11(c) shall be allocated among participants with due regard to the objective specified in paragraph 6(a) of achieving available commitments of participants that are of equal proportion relative to their credit arrangements. For each participant, repayments shall be applied first to the longest outstanding claim under its credit arrangement. If repayment is to be made in accordance with this paragraph 11(d) on a claim that has been transferred, the repayment shall be made to the transferee of such claim.

(e) Before the date prescribed in paragraph 11(a), a participant may give notice representing that there is a balance of payments need for repayment of part or all of the Fund's indebtedness and requesting such repayment. The participant seeking such repayment shall consult with the Managing Director and with the other participants before giving notice. The Fund shall give the overwhelming benefit of any doubt to the participant's representation. Repayment shall be made promptly after consultation with the participant in freely usable currencies or in special drawing rights, as determined by the Fund, or, with the agreement of the participant, in the currencies of other members that are actually convertible. If the Fund's



holdings of currencies in which repayment should be made are not wholly adequate, the Managing Director shall make calls on individual participants to provide the necessary balances under their credit arrangements subject to the limit of their available commitments. At the time of such call, and if so requested by the participant seeking early repayment, (i) a participant providing balances under its credit arrangement that are not balances of a freely usable currency shall ensure that such balances can be exchanged for a freely usable currency of its choice, and (ii) a participant providing balances under its credit arrangement that are balances of a freely usable currency, shall collaborate with the Fund and other members to enable such balances to be exchanged for another freely usable currency. 5

(f) When a repayment is made on a claim arising from a call under this decision, the amount that can be called for under the credit arrangement of the participant under which the claim arose as a result of a call under this decision shall be restored *pro tanto*. 10

(g) Unless otherwise agreed between the Fund and a participating institution, the Fund shall be deemed to have discharged its obligations to a participating institution to make repayment in accordance with the provisions of this paragraph 11 or to pay interest in accordance with the provisions of paragraph 9 if the Fund transfers an equivalent amount in special drawing rights to the member in which the participating institution is established. 15

#### Paragraph 12. *Rates of Exchange*

(a) The value of any transfer shall be calculated as of the date of the dispatch of the instructions for the transfer. The calculation shall be made in terms of the special drawing right in accordance with Article XIX, Section 7(a) of the Articles, and the Fund shall be obliged to repay an equivalent value. 20

(b) For all of the purposes of this decision, the value of a currency in terms of the special drawing right shall be calculated by the Fund in accordance with Rule O-2 of the Fund's Rules and Regulations. 25

#### Paragraph 13. *Transferability*

(a) No participant or non-participant holder may transfer all or any part of its claim to repayment under a credit arrangement except (i) in accordance with this paragraph 13 or (ii) with the prior consent of the Fund and on such terms and conditions as the Fund may approve.

(b) All or part of any claim to repayment under a credit arrangement may be transferred at any time to a participant or to a non-participant that is either (i) a member of the Fund, (ii) the central bank or other fiscal agency designated by any member for purposes of Article V, Section 1 of the Articles ("other fiscal agency"), or (iii) an official entity that has been prescribed as a holder of special drawing rights pursuant to Article XVII, Section 3 of the Articles. 30 35

(c) As from the value date of the transfer, the transferred claim shall be held by the transferee on the same terms and conditions as claims originating under its credit arrangement (in the case of transferees that are participants) or as the claim was held by the transferor (in the case of transferees that are non-participants), except that (i) the transferee shall have the right to request early repayment of the transferred claim on balance of payments grounds pursuant to paragraph 11(e) only if the transferee is a member, or an institution of a member, whose balance of payments and reserve position, at the time of the transfer, is considered sufficiently strong for its currency to be usable in transfers under the Fund's financial transactions plan; (ii) if the transferee is a non-participant, references to the participant's currency shall be deemed to refer 40

(A) if the transferee is a member, to the transferee's currency, (B) if the transferee is an institution of a member, to the currency of that member, and (C) in other cases, to a freely usable currency as determined by the Fund; and (iii) claims transferred in accordance with this paragraph 13 shall be considered drawn balances of the first transferor participant for purposes of determining the available commitment under its credit arrangement, and claims obtained by a participant under a transfer shall not be considered drawn balances of the transferee for purposes of determining the available commitment under its credit arrangement. 5

(d) The price for the claim transferred shall be as agreed between the transferee and the transferor.

(e) The transferor of a claim shall inform the Fund promptly of the claim that is being transferred, the name of the transferee, the amount of the claim that is being transferred, the agreed price for transfer of the claim, and the value date of the transfer. 10

(f) The transfer shall be registered by the Fund and the transferee shall become the holder of the claim if the transfer is in accordance with the terms and conditions of this decision. Subject to the foregoing, the transfer shall be effective as of the value date agreed between the transferee and the transferor. 15

(g) Notice to or by a transferee that is a non-participant shall be in writing or by rapid means of communication and shall be given to or by the fiscal agency designated by the transferee in accordance with Article V, Section 1 of the Articles and Rule G-1 of the Rules and Regulations of the Fund if the transferee is a member, or to or by the transferee directly if the transferee is not a member. 20

(h) If all or part of a claim is transferred during a quarterly period as described in paragraph 9(b), the Fund shall pay interest to the transferee on the amount of the claim transferred for the whole of that period.

(i) Unless otherwise agreed between the Fund and a transferee that is either a participating institution or the central bank or other fiscal agency designated by any member for purposes of Article V, Section 1 of the Articles, the Fund shall be deemed to have discharged its obligations to make repayment to such transferee in special drawing rights in accordance with paragraph 11 or to pay interest in special drawing rights in accordance with paragraph 9 if the Fund transfers an equivalent amount in special drawing rights to the account of the member in which the institution is established. 25 30

(j) If requested, the Fund shall assist in seeking to arrange transfers.

(k) The transferee of a claim may request at the time of transfer that a claim in the form of a loan be exchanged by the Fund for a Note on the same substantive terms subject to the GTC, or that a claim in the form of a Note be exchanged for a loan claim on the same substantive terms. 35

(l) Derivative transactions in respect of any claim under this decision, and transfer of participation interests in any claim, are prohibited.

#### Paragraph 14. *Notices*

Notice to or by a participating member under this decision shall be in writing or by rapid means of communication and shall be given to or by the fiscal agency of the participating member designated in accordance with Article V, Section 1 of the Articles and Rule G-1 of the Rules and Regulations of the Fund. Notice to or by a participating institution shall be in writing 40

or by rapid means of communication and shall be given to or by the participating institution.

Paragraph 15. *Amendment*

(a) Except as provided in paragraphs 4(b), 15(b), and 16, this decision may be amended during the period prescribed in paragraph 19(a) and any subsequent renewal periods that may be decided pursuant to paragraph 19(b) only by a decision of the Fund and with the concurrence of participants representing 85 percent of total credit arrangements. Such concurrence shall not be necessary for the modification of the decision on its renewal pursuant to paragraph 19(b). 5

(b) If in its view an amendment materially affects the interest of a participant that voted against the amendment, the participant shall have the right to withdraw its adherence to this decision by giving notice to the Fund and the other participants within 90 days from the date the amendment was adopted. This provision may be amended only with the consent of all participants. 10

Paragraph 16. *Withdrawal of Adherence*

Without prejudice to paragraph 15(b), a participant may withdraw its adherence to this decision in accordance with paragraph 19(b) but may not withdraw within the period prescribed in paragraph 19(a) except with the agreement of the Fund and all participants. This provision may be amended only with the consent of all participants. 15

Paragraph 17. *Withdrawal from Membership*

If a participating member or a member whose institution is a participant withdraws from membership in the Fund, the participant's credit arrangement shall cease at the same time as the withdrawal takes effect. The Fund's indebtedness under the relevant credit arrangement shall be treated as an amount due from the Fund for the purpose of Article XXVI, Section 3 and Schedule J of the Articles. 20

Paragraph 18. *Suspension of Exchange Transactions and Liquidation* 25

(a) The right of the Fund to make calls under paragraphs 6, 11(e), and 23 and the obligation to make repayments under paragraph 11 shall be suspended during any suspension of exchange transactions under Article XXVII of the Articles.

(b) In the event of liquidation of the Fund, credit arrangements shall cease and the Fund's indebtedness shall constitute liabilities under Schedule K of the Articles. For the purpose of paragraph 1(a) of Schedule K, the currency in which the liability of the Fund shall be payable shall be first the currency borrowed, then the participant's currency and finally the currency of the drawer for whose purchases transfers were made by the participants in connection with calls under paragraph 6. 30

Paragraph 19. *Period and Renewal* 35

(a) This decision shall continue in existence until December 31, 2025. When considering a renewal of this decision for any period following the period referred to in this paragraph 19(a), the Fund and the participants shall review the functioning of this decision and, in particular, (i) the experience with the procedures for activation and (ii) the impact of the Sixteenth General Review of Quotas on the overall size of quotas, and shall consult on any possible modifications. 40

(b) This decision may be renewed for such period or periods and with such

modifications, subject to paragraphs 4(b), 15(b), and 16, as the Fund may decide. The Fund shall adopt a decision on renewal and modification, if any, not later than twelve months before the end of the period prescribed in paragraph 19(a). Any participant may advise the Fund not less than six months before the end of the period prescribed in paragraph 19(a) that it will withdraw its adherence to the decision as renewed. In the absence of such notice, a participant shall be deemed to continue to adhere to the decision as renewed. Withdrawal of adherence in accordance with this paragraph 19(b) by a participant shall not preclude its subsequent adherence in accordance with paragraph 3(b). 5

(c) If this decision is terminated or not renewed, paragraphs 8 through 14, 17 and 18(b) shall nevertheless continue to apply in connection with any indebtedness of the Fund under credit arrangements in existence at the date of the termination or expiration of the decision until repayment is completed. If a participant withdraws its adherence to this decision in accordance with paragraph 15(b), paragraph 16, or paragraph 19(b), it shall cease to be a participant under the decision, but paragraphs 8 through 14, 17, and 18(b) of the decision as of the date of the withdrawal shall nevertheless continue to apply to any indebtedness of the Fund under such former credit arrangement until repayment has been completed. 10 15

Paragraph 20. *Interpretation*

Any question of interpretation raised in connection with this decision (including the GTC) which does not fall within the purview of Article XXIX of the Articles shall be settled to the mutual satisfaction of the Fund, the participant or transferee of a claim raising the question, and all other participants. For the purpose of this paragraph 20 participants shall be deemed to include those former participants to which paragraphs 8 through 14, 17, and 18(b) continue to apply pursuant to paragraph 19(c) to the extent that any such former participant is affected by a question of interpretation that is raised. 20

Paragraph 21. *Relationship with Bilateral Borrowing Agreements* 25

(a) Bilateral borrowing agreements in effect from January 1, 2021 through December 31, 2025 may be activated only after the Managing Director has notified the Executive Board that the Forward Commitment Capacity of the Fund as defined in Decision No. 14906-(11/38), adopted April 20, 2011, taking into account all available uncommitted resources under the New Arrangements to Borrow (the “modified FCC”), is below SDR 100 billion (the “activation threshold”); provided, however, that the Managing Director shall not provide such notification unless the New Arrangements to Borrow are activated as of the time of the notification, or there are no available uncommitted resources under the New Arrangements to Borrow as of that time. 30

(b) With a view to ensuring the adequacy of Fund resources, paragraph 21(a) of this decision shall not preclude the Managing Director from approaching creditors before the modified FCC is below the activation threshold, if extraordinary circumstances so warrant in order to forestall or cope with an impairment of the international monetary system. Paragraph 21(a) of this decision shall also not prevent the activation of bilateral borrowing agreements in effect from January 1, 2021 through December 31, 2025 if, in a poll of the participants, participants representing 85 percent of total credit arrangements agree that bilateral borrowing can be activated without the requirements of paragraph 21(a) being met. 35 40

Paragraph 22. *Other Borrowing Arrangements*

Nothing in this decision shall preclude the Fund from entering into any other types of borrowing arrangements. 45

Paragraph 23. *Transitional Arrangements for Amendments Adopted Pursuant to Decision No. 16645-(20/5), adopted January 16, 2020*

At the request of a participant that holds claims, either in the form of loans or notes, on the Fund under bilateral borrowing agreements entered into by the Fund prior to the effectiveness of the amendments to this decision set forth in Decision No. 16645-(20/5), 5 adopted January 16, 2020, and that are related to an activation of such agreements prior to that date, the Managing Director shall make calls under the credit arrangement of such a participant to fund the repayment of such claims. Similarly, at the request of the relevant participant, calls shall be made on a participant that is a participating institution for the repayment of such claims 10 held by the member of which it is an official institution or by the central bank or other fiscal agency designated by the member, or on a participant that is a member for the repayment of such claims held by the central bank or other fiscal agency designated by the member. Notwithstanding paragraph 11(a), the maturity date of claims under credit arrangements arising from such calls shall be the maturity date of the bilateral borrowing agreement claim for whose 15 repayment the call was made.

*Decision No. 11428-(97/6), January 27, 1997,  
as amended by Decision Nos. 12880-(02/113), 12881-(02/113), November 12, 2002,  
13996-(07/100), November 15, 2007,  
14577-(10/35), April 12, 2010,  
14721-(10/80), August 5, 2010, 20  
15014-(11/110), November 16, 2011,  
15072-(12/1), December 21, 2011,  
16079-(16/99), November 4, 2016, and  
16645-(20/5), January 16, 2020*

25

## Annex I

### Participants and Amounts of Credit Arrangements

(in Millions of SDRs)<sup>1</sup>

Current Participants	Amounts	
Australia	4,440.90	5
Austria	3,636.98	
Banco Central de Chile	1,381.94	
Banco de Portugal	1,567.00	
Bangko Sentral ng Pilipinas	680.00	
Bank of Israel	680.00	10
Belgium	7,988.66	
Brazil	8,881.82	
Canada	7,747.42	
China	31,720.76	
Cyprus	680.00	15
Danmarks Nationalbank	3,259.52	
Deutsche Bundesbank	25,780.04	
Finland	2,267.76	
France	18,958.32	
Hong Kong Monetary Authority	680.00	20
India	8,881.82	
Italy	13,797.04	
Japan	67,017.00	
Korea	6,689.64	
Kuwait	341.29	25
Luxembourg	986.24	
Malaysia	680.00	
Mexico	5,075.32	
National Bank of Poland	2,570.80	
Netherlands	9,189.60	30
New Zealand	680.00	
Norway	3,933.38	
Russian Federation	8,881.82	
Saudi Arabia	11,305.48	

Singapore	1,297.10	
South Africa	680.00	
Spain	6,810.28	
Sveriges Riksbank	4,511.36	
Swiss National Bank	11,081.32	5
Thailand	680.00	
United Kingdom	18,958.32	
United States	56,404.94	
<b>Total</b>	<b>360,803.87</b>	
<b>Prospective Participants</b>		10
Greece	1,681.20	
Ireland	1,915.94	
<b>Total after adherence of prospective participants</b>	<b>364,401.01</b>	

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1/ Current credit arrangements are subject to a minimum of SDR 341.29 million.

## Annex II

### **General Terms and Conditions for Notes Issued by the International Monetary Fund under the New Arrangements to Borrow (the “NAB”)**

These are the General Terms and Conditions for the promissory notes (the “Notes”) issued by the International Monetary Fund (the “Fund”) in accordance with paragraphs 8 and 13(k) of Executive Board Decision No. 11428-(97/6), January 27, 1997, on the New Arrangements to Borrow (the “NAB Decision”), as amended. Terms that are not otherwise defined in these General Terms and Conditions shall have the meaning ascribed to them in the NAB Decision. 5

#### Paragraph 1. *Issuance of Notes to Participants and Other Holders.*

(a) At the request of a participant pursuant to paragraph 8(a) of the NAB Decision the Fund will issue to the participant, and the participant shall purchase, Notes in the amount requested, up to the amount of the Fund’s call on the participant under its credit arrangement. At the request of the transferee of a loan claim, the Fund will issue Notes to the transferee in exchange for the loan claim pursuant to paragraph 13(k) of the NAB Decision. 10

(b) Notes shall be denominated in the special drawing right. 15

#### Paragraph 2. *Form, Delivery and Custody of Notes.*

(a) Notes will be issued in book entry form. The Fund will establish and maintain in its records a book entry account in the name of each holder recording pertinent details of all Notes issued, including the number, issue date, principal amount, and maturity date. As of the value date of each purchase, or of each exchange or transfer of a Note in accordance with paragraph 13 of the NAB Decision, the Fund will make an appropriate entry in its records regarding details of the Note purchased or transferred. The making of such an entry in the records of the Fund shall constitute a taking of delivery of the Note by the purchaser or transferee, and the person so listed with respect to such Note shall be the holder thereof for all purposes. 20 25

(b) Upon the request of a holder, the Fund will issue to the holder a registered Note substantially in the form set out in the Appendix to these General Terms and Conditions, including without limitation the legend regarding restrictions on transfer of Notes. Each such registered Note will bear as its issue date the value date of the purchase of the Note or the value date of the loan claim for which it was exchanged pursuant to paragraph 13(k) of the NAB Decision and shall be issued in the name of the relevant holder. Unless otherwise agreed between a holder and the Fund, the Fund will keep such registered Notes in custody for the holder, and acceptance of custody by the Fund shall constitute delivery of such registered Notes to the holder. 30

#### Paragraph 3. *Interest.* 35

(a) The Fund shall pay interest on Notes at a rate equal to the combined market interest rate computed by the Fund from time to time for the purpose of determining the rate at which it pays interest on holdings of special drawing rights or any such higher rate as may be agreed between the Fund and participants representing 85 percent of the total credit arrangements under the NAB Decision. 40

(b) Interest shall accrue daily and shall be paid as soon as possible after each July 31, October 31, January 31, and April 30.



(c) Interest due to a holder shall be paid, as determined by the Fund in consultation with the holder, in special drawing rights, in the holder’s currency if the holder is a member, in the currency borrowed, in freely usable currencies, or, with the agreement of the holder, in other currencies that are actually convertible.

Paragraph 4. *Maturity; Repayment by the Fund.* 5

(a) Notes shall have a maturity of ten years, provided that a Note issued pursuant to paragraph 13(k) of the NAB Decision shall have the maturity of the loan claim for which it was exchanged. Repayment of the Note principal to a holder is made in accordance with paragraph 11 of the NAB Decision.

(b) Unless otherwise agreed between the Fund and a holder that is either a participating institution or the central bank or other fiscal agency designated by a member for purposes of Article V, Section 1 of the Articles, the Fund shall be deemed to have discharged its obligations to such holder to make repayment in special drawing rights in accordance with paragraph 11 of the NAB Decision or to pay interest in special drawing rights in accordance with paragraph 3 of these General Terms and Conditions, if the Fund transfers an equivalent amount in special drawing rights to the account of the member in which the institution is established. 10 15

(c) The Fund will cancel a Note (i) upon payment of the principal amount of the Note and all accrued interest, (ii) if a Note is transferred in accordance with paragraph 6 of these General Terms and Conditions, or (iii) if a Note is exchanged for a loan claim in accordance with paragraph 13(k) of the NAB Decision. If the Fund makes early payment of less than the principal amount of a Note, the Fund will cancel the Note and issue a new Note for the remainder of the amount. 20

(d) Any registered Note to be cancelled by the Fund that is not already in the custody of the Fund shall be surrendered by the holder to the Fund for cancellation. 25

Paragraph 5. *Rates of Exchange.*

For all of the purposes of these General Terms and Conditions, the value of a currency in terms of the special drawing right shall be calculated by the Fund in accordance with Rule O-2 of the Fund’s Rules and Regulations.

Paragraph 6. *Transferability of Notes.* 30

(a) A holder may not transfer all or any part of its Notes except (i) in accordance with this paragraph 6 or (ii) with the prior consent of the Fund and on such terms and conditions as the Fund may approve. Any other purported transfer by a participant or other holder shall be of no force or effect.

(b) All or part of any Note may be transferred at any time to a participant or to a non-participant that is either (i) a member of the Fund, (ii) the central bank or other fiscal agency designated by any member for purposes of Article V, Section 1 of the Articles (“other fiscal agency”), or (iii) an official entity that has been prescribed as a holder of special drawing rights pursuant to Article XVII, Section 3 of the Articles. 35

(c) As from the value date of the transfer, the Note shall be held by the transferee on the same terms and conditions as Notes originating under its credit arrangement (in the case of transferees that are participants in the NAB), or as the Note was held by the transferor (in the case of transferees that are non-participants in the NAB), except that (i) the transferee shall 40

have the right to request early repayment of the transferred Note on balance of payments grounds pursuant to paragraph 11(e) of the NAB Decision only if the transferee is a member, or the institution of a member, whose balance of payment and reserve position, at the time of the transfer, is considered sufficiently strong for its currency to be usable in transfers under the Fund's financial transactions plan, or, in the case of the HKMA, the balance of payments position of Hong Kong at the time of the transfer is, in the opinion of the Fund, sufficiently strong to justify such a right; (ii) if the transferee is a non-participant, references in paragraph 11 of the NAB Decision to the participant's currency shall be deemed to refer (A) if the transferee is a member, to the transferee's currency, (B) if the transferee is an institution of a member, to the currency of that member, and (C) in other cases, to a freely usable currency as determined by the Fund; and (iii) Notes transferred in accordance with this paragraph 6 shall be considered drawn balances of the first transferor participant for purposes of determining the available commitment under its credit arrangement, and Notes obtained by a transferee participant shall not be considered drawn balances of such participant for purposes of determining the available commitment under its credit arrangement.

(d) The price for the Note transferred shall be as agreed between the transferee and the transferor.

(e) The transferor of a Note shall inform the Fund promptly of the Note that is being transferred, the name of the transferee, the amount of the Note that is being transferred, the agreed price for transfer of the Note, and the value date of the transfer.

(f) The transfer shall be registered by the Fund and the transferee shall become the holder of the Note only if such transfer is in accordance with the terms and conditions of the NAB Decision and these General Terms and Conditions. Subject to the foregoing, upon registration, the transfer shall be effective as of the value date agreed between the transferee and the transferor.

(g) The transferee of a Note may request at the time of transfer that the Note be exchanged by the Fund for a loan claim pursuant to paragraph 13(k) of the NAB Decision to be held by the transferee on the same substantive terms as the transferred Note.

(h) Notice to or by a transferee that is a non-participant shall be in writing or by rapid means of communication and shall be given to or by the fiscal agency designated by the transferee in accordance with Article V, Section 1 of the Articles and Rule G-1 of the Rules and Regulations of the Fund if the transferee is a member, or to or by the transferee itself if the transferee is not a member.

(i) If all or part of a Note is transferred during a quarterly period as described in paragraph 3(b) of these General Terms and Conditions, the Fund shall pay interest to the transferee holder on the relevant interest payment date on the amount of the Note transferred for the whole of that period.

(j) If requested, the Fund shall assist in seeking to arrange transfers.

(k) For all transfers under this paragraph 6, the Fund will cancel the Note that has been transferred in whole or in part and, if the Note is a registered Note, the transferor shall, as a condition for the transfer, surrender for cancellation any such registered Note that is not already in the custody of the Fund. Upon cancellation of the relevant Note, the Fund will issue a new Note in the name of the transferee for the principal amount transferred and, where appropriate, a new Note in the name of the transferor for any part of the principal amount retained by it. The issue date of each new Note will be the issue date of the cancelled Note, and

the new Note will have the same maturity date (including any maturity date resulting from extensions of a previous maturity date) that is applicable to the cancelled Note. The form and delivery of each new Note will be as specified in paragraph 2 of these General Terms and Conditions.

(l) Derivative transactions in respect of any Note, and transfers of participation interests in any Note, are prohibited. 5

Paragraph 7. *Notices*

Notice to or by a holder who is a participating member shall be in writing or by rapid means of communication and shall be given to or by the fiscal agency of the participating member designated in accordance with Article V, Section 1 of the Articles and Rule G-1 of the Rules and Regulations of the Fund. Notice to or by a holder who is a participating institution shall be in writing or by rapid means of communication and shall be given to or by the participating institution. 10

Paragraph 8. *Interpretation.*

Any question of interpretation raised in connection with any Note which does not fall within the purview of Article XXIX of the Articles shall be settled to the mutual satisfaction of the Fund, the holder raising the question, and all participants in the NAB. For the purpose of this paragraph 8, holder shall be deemed to include those former participants in the NAB to which paragraphs 8 through 14, 17 and 18(b) of the NAB Decision continue to apply pursuant to paragraph 19(c) of the NAB Decision to the extent that any such former participant is affected by a question of interpretation that is raised. 15 20

Paragraph 9. *NAB Decision and Changes in the GTC*

Notes subject to these General Terms and Conditions, and any claims thereunder or with respect thereto, are subject to the terms and conditions of the NAB Decision as in effect from time to time. Any amendments to these General Terms and Conditions adopted in accordance with paragraph 8(a) of the NAB Decision shall apply to all outstanding Notes issued under the NAB Decision. 25

## Annex II, Appendix

### Form of Registered NAB Note

Number \_\_\_\_\_ SDR \_\_\_\_\_

#### INTERNATIONAL MONETARY FUND

#### REGISTERED NAB NOTE

5

Issue Date: \_\_\_\_\_

Maturity Date:

The INTERNATIONAL MONETARY FUND (“the Fund”), for value received, hereby promises to pay to \_\_\_\_\_, being the registered holder of this Note, an amount equivalent to \_\_\_\_\_ Special Drawing Rights (SDR \_\_\_\_\_) on the maturity date specified above and to pay interest thereon as set forth below.

10

This Note is issued in accordance with the New Arrangements to Borrow (the “NAB”) and the General Terms and Conditions for Notes Issued by the International Monetary Fund under the New Arrangements to Borrow (the “General Terms and Conditions”). Each holder of this Note is deemed to have agreed to the General Terms and Conditions and relevant terms of the NAB, as they may be amended in accordance with the NAB Decision, including without limitation the maturity date, the interest rate, the terms and conditions of early payment at the request of the Fund or the holder hereof, and the terms and conditions of transfer of this Note or any part thereof.

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THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY JURISDICTION. IN NO EVENT SHALL ANY HOLDER OF THIS NOTE SELL, ASSIGN, DISPOSE OF OR OTHERWISE TRANSFER THIS NOTE, DIRECTLY OR INDIRECTLY, TO ANY ENTITY THAT IS NOT (I) A MEMBER OF THE FUND, (II) THE CENTRAL BANK OR OTHER FISCAL AGENCY DESIGNATED BY A MEMBER OF THE FUND FOR PURPOSES OF ARTICLE V, SECTION 1 OF THE FUND’S ARTICLES OF AGREEMENT, (III) AN OFFICIAL ENTITY THAT HAS BEEN PRESCRIBED AS A HOLDER OF SPECIAL DRAWING RIGHTS PURSUANT TO ARTICLE XVII, SECTION 3 OF THE FUND’S ARTICLES OF AGREEMENT, OR (IV) AN ENTITY IN RESPECT OF WHICH THE FUND HAS CONSENTED IN WRITING TO THE TRANSFER PURSUANT TO PARAGRAPH 6(A) OF THE GENERAL TERMS AND CONDITIONS.

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ANY DERIVATIVE TRANSACTIONS IN RESPECT OF THIS NOTE, AND TRANSFERS OF PARTICIPATION INTERESTS IN THIS NOTE, ARE PROHIBITED.

The Fund shall pay interest on this Note at a rate equal to the combined market interest rate computed by the Fund from time to time for the purpose of determining the rate at which it pays interest on holdings of special drawing rights or any such higher rate as may be agreed between the Fund and participants representing 85 percent of the total credit arrangements under the NAB. Interest shall accrue daily and shall be paid as soon as possible after each July 31, October 31, January 31, and April 30. Interest due to a holder shall be paid, as determined by the Fund in consultation with the holder, in special drawing rights, in the holder’s currency if the holder is a member, in the currency borrowed, or in other currencies that are actually convertible.

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[Signatures]

An Bille um Chomhaontuithe Bretton Woods  
(Leasú), 2022

# BILLE

(mar a ritheadh ag Dáil Éireann)

dá ngairtear

Acht do dhéanamh socrú maidir le páirteachas na hÉireann sa Chinneadh arna ghlacadh ag Bord Feidhmiúcháin an Chiste Airgeadaíochta Idirnáisiúnta maidir le Comhshocraíochtaí Nua chun Iasachtaí a Fháil (NAB) trína ngeallann an Stát acmhainní a sholáthar don Chiste Airgeadaíochta Idirnáisiúnta trí chomhshocraíochtaí creidmheasa; do dhéanamh socrú maidir leis an Aire Airgeadais do thabhairt ráthaíochtaí do Bhanc Ceannais na hÉireann ar aon airgead arna airleacan aige de dhroim iarraidh ón gCiste Airgeadaíochta Idirnáisiúnta faoin gCinneadh NAB; do dhéanamh socrú maidir le híocaíochtaí ag an Aire Airgeadais as an bPríomh-Chiste le cistí iontaobhais áirithe; do dhéanamh socrú chun go bhféadfaidh an tAire Airgeadais íocaíocht a dhéanamh as an bPríomh-Chiste le Banc Ceannais na hÉireann i leith idirbhearta áirithe; do leasú an Acha um Chomhaontuithe Bretton Woods, 1957 i ndáil leis an Iontaobhas um Imshrianadh agus Fóirithint Tubaiste; do leasú an Acha um Chomhaontuithe Bretton Woods (Leasú), 1999 i ndáil leis an Iontaobhas Laghdaithe Bochtaineachta agus Fáis; do dhéanamh socrú maidir le leasuithe iarmhartacha áirithe eile; agus do dhéanamh socrú i dtaobh nithe gaolmhara.

Ritheadh ag Dáil Éireann,

21 Meán Fómhair, 2022

Bretton Woods Agreements (Amendment)  
Bill 2022

# BILL

(as passed by Dáil Éireann)

entitled

An Act to provide for Ireland's participation in the Decision adopted by the Executive Board of the International Monetary Fund on New Arrangements to Borrow (NAB) whereby the State undertakes to provide resources to the International Monetary Fund by means of credit arrangements; to provide for guarantees by the Minister for Finance to the Central Bank of Ireland on any moneys advanced by it arising from a call by the International Monetary Fund under the NAB Decision; to provide for payments by the Minister for Finance out of the Central Fund to certain trust funds; to provide that the Minister for Finance may make a payment out of the Central Fund to the Central Bank of Ireland in respect of certain transactions; to amend the Bretton Woods Agreements Act 1957 in relation to the Catastrophe Containment and Relief Trust; to amend the Bretton Woods Agreements (Amendment) Act 1999 in relation to the Poverty Reduction and Growth Trust; to provide for certain other consequential amendments; and to provide for related matters.

Passed by Dáil Éireann,

21st September, 2022

BAILE ÁTHA CLIATH  
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