

REPÚBLICA DE



CABO VERDE

# BOLETIM OFICIAL

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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, autenticada com o respectivo selo branco.

## 2º SUPLEMENTO

### SUMÁRIO

#### CONSELHO DE MINISTROS:

##### Decreto nº 65/92:

Aprova o Acordo de Empréstimo concluído entre o Governo de Cabo Verde e o Fundo OPEP para o Desenvolvimento Internacional.

##### Decreto nº 66/92:

Autoriza o Ministério das Finanças e do Planeamento a prestar ao Banco de Cabo Verde garantia de reembolso de um empréstimo a contrair pelo Hotel Atlântico.

##### Decreto nº 67/92:

Cria lugares no Gabinete do Secretário de Estado do Emprego.

#### MINISTÉRIO DO TURISMO, DA INDÚSTRIA E DO COMÉRCIO:

##### Portaria nº 27/92:

Fixa preços máximos de venda do cimento Portland.

### CONSELHO DE MINISTROS

#### Decreto nº 65/92

de 12 de Junho

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

Artigo 1º É aprovado, nos termos da alínea a) do nº 1 do artigo 75º da Constituição, o Acordo de Empréstimo concluído entre o Governo de Cabo Verde e o Fundo OPEP para o Desenvolvimento Internacional, em 17 de Abril de 1992, cujo texto em inglês faz parte integrante deste diploma, a que vem anexo.

Art. 2º O empréstimo objecto do presente diploma, no valor total de dois milhões de dólares americanos, destina-se ao financiamento do Projecto de Construções Escolares, cuja descrição consta do Anexo 1 ao Acordo ora aprovado.

Art. 3º — 1. Por força do Acordo de Empréstimo a que se refere o presente diploma, o Governo de Cabo Verde, na qualidade de mutuário, fica obrigado ao cumprimento dos seguintes encargos gerais:

- a) Pagamento de uma taxa de juros de 2,5% ao ano sobre o montante do empréstimo desembolsado e ainda não amortizado;
- b) Pagamento de uma comissão de serviço de 1% ao ano sobre o montante do empréstimo desembolsado e ainda não amortizado;

2. Os juros e as comissões de serviço deverão ser pagos de seis em seis meses, respectivamente, em 15 de Janeiro e 15 de Julho de cada ano.

Art. 4º — 1. Nos termos do Acordo de Empréstimo, fica ainda o Governo de Cabo Verde obrigado a amortizar o capital mutuado em 24 prestações semestrais, iguais e consecutivas, de oitenta e três mil trezentos e trinta dólares americanos cada, à excepção de 24ª, a que é oitenta e três mil quatrocentos e dez dólares americanos, de acordo com o plano de amortização constante do Anexo 2 ao Acordo.

2. A primeira prestação de amortização do capital mutuando vence-se em Julho de 1997 e a última prestação, em Janeiro de 2009.

Art. 5º O prazo de utilização do empréstimo cessa em 31 de Dezembro de 1994, sem prejuízo da sua prorrogação por decisão da administração do Fundo.

Art. 6º Sobre as transferências feitas pelo mutuário a favor do Fundo, a título de amortização do principal e dos demais encargos incidentes sobre o empréstimo, não recaem quaisquer descontos seja qual for a sua natureza.

Art. 7º — 1. São conferidos ao Ministro das Finanças e do Planeamento poderes necessários para representar o Governo de Cabo Verde junto do Fundo OPEP em quaisquer actos ou para efeitos de cumprimento de quaisquer formalidades decorrentes da execução do acto ora aprovado.

2. Os poderes conferidos no nº 1 deste artigo podem ser delegados, mediante documento bastante.

Art. 8º Este decreto entra imediatamente em vigor e o mencionado acordo de empréstimo produzirá efeitos de conformidade com o que nele se estipula.

*Carlos Veiga — José Tomas Veiga — Manuel Faus-tino.*

Promulgado em 5 de Junho 1992.

Publique-se.

O Presidente da República, ANTÓNIO MANUEL MASCARENHAS GOMES MONTEIRO.

LOAN Nº 562 P

**PRIMARY SCHOOLS  
CONSTRUCTION PROJECT  
LOAN AGREEMENT  
BETWEEN  
THE REPUBLIC OF  
CAPE VERDE  
AND  
THE OPEC FUND FOR  
INTERNATIONAL DEVELOPMENT**

DATED

APRIL 17, 1992

Agreement, dated April 17, 1992, between the Republic of Cape Verde (hereinafter called the Borrower) and the OPEC Fund for international Development (hereinafter called the Fund).

Whereas OPEC Member Countries, being conscious of the need for solidarity among all developing countries and aware of the importance of financial cooperation between them and other developing countries, have established the Fund to provide financial support to the latter countries on concessional terms, in addition to the existing bilateral and multilateral channels through which OPEC Member countries extend financial assistance to other developing countries;

Whereas the Borrower has requested assistance from the Fund in the financing of the Project described in Schedule 1 to this Agreement;

Whereas the Governing Board of the Fund has approved the extension of a loan to the Borrower in the amount of Two Million US Dollars (US\$ 2,000,000) upon the terms and conditions set forth hereinafter;

Now, therefore, the parties hereto hereby agree as follows:

Article 1

**Definitions**

1.01 Wherever used in this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

- a) «Fund» means the OPEC Fund for International Development established by the Member States of the Organization of the Petroleum Exporting Countries (OPEC) by virtue of the Agreement signed in Paris on January 28, 1976, as amended.
- b) «Fund Management» means the Director-General of the Fund or his authorized representative.
- c) «Loan» means the loan provided by virtue of this Agreement.
- d) «Dollars» and the sign «\$» mean the currency of the United States of America.
- e) «Project» means the project or program for which the Loan is granted as described in Schedule 1 to this Agreement and as the description thereof may be amended from time to time by agreement between the Borrower and the Fund Management.
- f) «Goods» means equipment, supplies and services required for the Project. Reference to the cost of goods shall be deemed to include also the cost of importing such goods in the territories of the Borrower.
- g) «Executing Agency» means the Ministry of Education of the Borrower or such other agency as may be agreed upon between the Borrower and the Fund Management.
- h) «Effective Date» means the date specified under or pursuant to Section 2.11 of this Agreement.

Article 2

**The Loan**

2.01 A Loan in the amount of Two Million Dollars (\$ 2,000,000) is hereby extended by the Fund to the Borrower on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of two and a half per cent (2.5%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

2.03 The Borrower shall pay from time to time a service charge at the rate of one per cent (1%) per annum on the principal amount of the Loan withdrawn and outstanding, to meet the expenses of administering the Loan.

2.04 Interest and service charges shall be paid in Dollars semi-annually on January 15 and July 15 in each year into an account of the Fund designated for this purpose by the Fund Management.

2.05 After this Agreement has been declared effective pursuant to Section 7.01, and unless the Borrower and the Fund shall otherwise agree, proceeds of the Loan may be withdrawn from time to time to meet expenditures made after December 5, 1991 or to be made on later dates in respect of the reasonable cost of goods required for the Project which are to be financed out of the Loan proceeds as outlined in Schedule duly approved by the Fund Management.

2.06 Except as the Fund Management shall otherwise agree, withdrawals from the Loan may be made in the currencies in which the expenditures referred to in Section 2.05 have been paid or are payable. In case payment shall be requested in a currency other than Dollar, such payment shall be effected on the basis of the actual Dollar cost incurred by the Fund in meeting the request. The Fund Management shall act in the purchase of currencies as the Borrower's agent. Withdrawals in respect of expenditures in the currency of the Borrower, if any, shall be made in Dollars according to the official rate of exchange at the time of withdrawal, and in the absence of such a rate, according to a reasonable rate as the Fund Management shall, from time to time, decide upon.

2.07 Applications for withdrawal shall be submitted to the Fund Management by the representative of the Borrower designated in, or in accordance with, Section 8.02. Each application submitted to the Fund Management shall be accompanied with such documents and other evidence sufficient in form and substance to satisfy the Fund Management that the Borrower is entitled to withdrawn from the Loan the amount applied for and that the amount to be withdrawn will be used exclusively for the purposes specified in this Agreement.

2.08 Upon the Borrower's request and on such terms and conditions as shall be agreed upon by the Borrower and the Fund Management, the Fund Management may issue guarantees to commercial banks for letters of credit requested by the Borrower in favour of the Project's contractors, or to enter into other qualified or special commitments with third parties to pay amounts in respect of expenditures to be financed under the Loan. Under a qualified commitment, the obligation of the Fund to pay shall cease immediately upon any subsequent suspension or cancellation of the Loan. Under a special commitment, the obligation of the Fund shall not be affected by any subsequent suspension or cancellation. In case of issuance of a special commitment, the Borrower shall pay a commitment charge at the rate of one half one half of one per cent (1/2 of 1%) per annum, payable in Dollars, from time on the principal amount of the special commitment entered into and outstanding.

2.09 The Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to the Fund Management in an amount equivalent to the Dollar amount due, according to the market exchange rate prevailing at the time and place of repayment.

Repayment shall be effected in twenty-four semi-annual instalments commencing on July 15, 1997 after a grace period reunning up to that date, and thereafter in accordance with the Amortization Schedule annexed to this Agreement. Each instalment shall be in the amount of Eighty-Three Thousand Three Hundred and Thirty Dollars (\$ 83,330) except for the last and twenty-fourth instalment which shall be in the amount of Eighty-Three Thousand Four Hundred and Ten Dollars (\$ 83,410). All such instalments shall be transferred on the date of repayment to the Fund's Account as requested by the Fund Management.

2.10 a) The Borrower undertakes to ensure that no other external debt shall have priority over this Loan in the allocation, realization or distribution of foreign exchange held under the control or for the benefit of the Borrower. To that end, if any lien shall be created on any public assents (as defined in Section 2.10 (c)), as security for any external debt, which will or might result in a priority for the benefit of the creditor of the external debt in the allocation,, realization or distribution of foreign exchange, the lien shall; *ipso facto* and at no cost to the Fund, equally and ratably secure the principal of, and the charges on, the Loan, and the Borrower, in creating or permitting the creation of such lien, shall make express provision to that; provided, however, that, if for any constitutional or other legal reason that provision cannot be made with respect to any lien created on assets of any of its political or administrative subdivisions, the Borrower shall promptly and at no cost no the Fund secure the principal of, and the charges on, the Loan by an equivalent lien on other public assets satisfactory to the Fund.

b) The foregoing undertaking shall not apply to:

i) any lien created on property, at the time of purchase thereof, solely as security for payment of the purchase price of that property; and

ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

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

2.11 The Borrower's right to make withdrawals from the loan proceeds shall terminate on December 31, 1994 or such later date as shall be established by the Fund Management. The Fund Management shall promptly inform the Borrower of such later date.

## Article 3

**Execution of the project; procurement**

3.01 The Borrower shall carry out the Project with due diligence and efficiency and in conformity with sound administrative, financial and engineering principles, and shall provide, promptly as needed, the funds facilities, services and other resources, in addition to the proceeds of the Loan, required for the purpose.

3.02 The Borrower shall ensure that the activities of its departments and agencies with respect to the carrying out of the Project are conducted and coordinated in accordance with sound administrative policies and procedures.

3.03 a) The Borrower undertakes to insure, or make adequate provision for the insurance of, the imported goods to be financed out 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 the Borrower to replace or repair such goods.

b) Except as the Fund shall otherwise agree, all the goods and services financed out of the proceeds of the Loan shall be used exclusively for the Project.

3.04 a) The Borrower shall furnish to the Fund Management, promptly upon their preparation, the plans, specifications, contract documents and construction and procurement schedules for the Project and any material modifications thereof or additions thereto, in such detail as the Fund Management shall reasonably request.

b) The Borrower: (i) shall maintain records and procedures adequate to record and monitor the progress of the Project (including its cost and benefits to be derived from it), to identify the goods and services financed out of the proceeds of the Loan, and to disclose their use in the Project; (ii) shall enable the Fund Management's representatives to visit the facilities and construction sites included in the Project and to examine the goods and works financed out of the Loan and any relevant records and documents; and (iii) shall furnish to the Fund Management at regular intervals all such information as the Fund Management shall reasonably request concerning the Project, its cost and, where appropriate, the benefits to be derived from it, the expenditures of the proceeds of the Loan and the goods, works and services financed out of such proceeds.

c) Promptly after completion of the Project, but in any event not later than six months after the Closing Date or such late date as may be agreed for this purpose between the Borrower and the Fund Management, the Borrower shall prepare and furnish to the Fund Management a report, of such scope and in such detail as the Fund Management shall reasonably request, on the execution and initial operation of the Project, its cost and the benefits derived and to be derived from it, the performance by the Borrower and the Fund of their respective obligations under this Agreement and the accomplishment of the purposes of the Loan.

3.05 The Borrower shall maintain or cause to be maintained records adequate to reflect in accordance with consistently maintained appropriate accounting practices, the operations, resources and expenditures respect of the Project, of the departments or agencies of the Borrower responsible for carrying out of the Project or any part thereof and shall make such records available to the Fund Management upon request.

3.06 (a) The Borrower and the Fund shall cooperate fully to ensure that the purposes of the Loan will be accomplished.

b) The Borrower shall promptly inform the Fund Management of any condition which interferes with, or threatens to interfere with, the progress of the Project; the performance of its obligations under this Agreement, or the accomplishment of the purposes of the Loan.

c) The Borrower and the Fund shall from time to time, at the request of either party, exchange views through their representatives with regard to any matters relating to the Project and the Loan.

3.07 All references to the Borrower in this Article shall, *mutatis mutandis*, be construed as including references to the Executing Agency.

## Article 4

**Exemptions**

4.01 This Agreement and any supplementary agreement between the Parties to it shall be free from any taxes, levies or duties levied by, or in the territory of, the Borrower on or in connection with the execution, delivery or registration thereof.

4.02 The principal of, the interest and the service charges on, the Loan shall be paid without deduction for, and free from, any charges and restrictions of any kind imposed by or in the territory of, the Borrower.

4.03 All Fund documents, records, correspondence and similar material shall be considered as confidential by the Borrower, unless otherwise agreed by the Fund.



4.04 The Fund and its assets shall not be subject to any measures of expropriation, nationalization, sequestration, custody or seizure in the territory of the Borrower.

#### Article 5

##### Acceleration of maturity; suspension and cancelation

5.01 If any of the following events shall occur and shall continue for the period specified below, then at any subsequent time during the continuance of that Fund Management may by notice to the Borrower declare the principal of the Loan then outstanding to be and payable immediately together with the interest and service charges thereon and in that case the principal, together with the interest and all charges, shall become due and payable immediately:

- a) A default shall occur and continue for a period of thirty days in the payment of any instalment of the principal or the interest or of the service charges under this Agreement or under any other loan agreement by virtue of which the Borrower has shall have received a loan from the Fund;
- b) A default shall occur in the performance of any other obligation on the part of the Borrower under this Agreement or under the Project Agreement, if any, and such default shall continue for a period of sixty days after notice thereof shall have been given by the Fund to the Borrower.

5.02 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. The Fund may by notice to the Borrower suspend or terminate the Borrower's right to make withdrawals from the loan if any of the events mentioned in Section 5.01 (a) and (b) shall occur or if any other extraordinary situation shall have arisen which shall make it improbable for the Project to be successfully carried out or for the Borrower to be able to perform its obligations under this Agreement.

5.03 Notwithstanding the acceleration of maturity of the Loan pursuant to Section 5.01 or its suspension or cancellation pursuant of Section 5.02, all the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Article.

5.04 No cancellation or suspension shall apply to amounts subject to any special commitment entered into pursuant to Section 2.08 except as expressly provided for in such commitment.

5.05 Any cancellation shall be applied *pro rata* to the several maturities of the principal amount of the Loan which shall mature the date of such cancellation.

#### Article 6

##### Enforceability, Termination of Fund, Arbitration

6.01 The rights and obligations of the Parties to this Agreement shall be valid and enforceable in accordance with their terms notwithstanding any local law to the contrary. No party to this Agreement shall be entitled under any circumstances to assert any claim that any provision of this Agreement is invalid or unenforceable for reason.

6.02 The Fund Management shall promptly inform the Borrower whenever any decision is taken for the dissolution of the Fund in accordance with the Agreement Establishing the Fund. In the event of such dissolution, this Loan Agreement shall remain in force and the Fund Management shall advise the Borrower of any substitute arrangements for the repayment of the Loan as may be devised by the appropriate authority of the Fund on such occasion.

6.03 The Parties to this Agreement shall endeavour to settle amicably all disputes or differences between them, arising out of this Agreement or in connection therewith. If the dispute or difference cannot be amicably settled, it shall be submitted to arbitration by the Arbitral Tribunal as hereinafter provided:

- a) Arbitration proceedings may be instituted by the Borrower against the Fund or vice versa. In all cases, arbitration proceedings shall be instituted by a notice given by the complainant party to the respondent party.
- b) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one by the claimant party, a second by the respondent party and the third (hereinafter called the Umpire) by agreement of the two arbitrators. If within thirty days after notice of the institution of arbitration proceedings the respondent party fails to appoint an arbitrator, such arbitrator shall be appointed by the President of the International Court of Justice upon the request of the party instituting the proceedings. If the two arbitrators fail to agree on the Umpire within sixty days after the date of the appointment of the second arbitrator, such Umpire shall be appointed by the President of the International Court of Justice.
- c) The Arbitral Tribunal shall convene at the time and place fixed by the Umpire. Thereafter, it shall determine where and when it shall sit. The Arbitral Tribunal shall determine all questions of procedure and questions relating to its competence.
- d) All decisions of the Arbitral Tribunal shall be reached by majority vote. The award of the Tribunal, which may be rendered even if one party defaults, shall be final and binding on both parties to the arbitration proceedings.

- e) Service of any notice or process in connection with nay proceeding under this Section or in connection with any proceedings to enforce any award rendered pursuant to this Section shall be made in the manner provided in Section 8.01.
- f) The Arbitral Tribunal shall decide on the manner in which the cost of arbitration shall be borne by either or both parties to the dispute.

## Article 7

**Effective date; Termination of this agreement**

7.01 This Agreement shall become effective no the date upon which the Fund dispatches to the Borrower notice of its acceptance of the evidence required by Sections 7.02 and 7.03.

7.02 The Borrower shall furnish the with satisfactory evidence that the exacution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower.

7.03 In Keeping with Section 7.02, the Borrower shall also furnish the Fund with a certificate issued by the Minister of Justice, or the Attorney General, or the Government's competent legal department showing that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

7.04 If this Agreement shall not have come into force and effect by July 31, 1992, this Agreement and all obligations of the parties hereunder shall terminate, unless the Fund, after consideration of the reasons for the delay, shall establish a later date for the purposes of this Section.

7.05 When entire principal amount of the Loan shall have been repaid and the interest and all 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 8

**Notice; representation, modification**

8.01 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 the party to which it is required to be given or made, qt the party's address specified below or at any other address as the party shall have specified in writing to the party giving the notice or making the request.

8.02 Any required or permitted to be taken, and any documents required or permitted to be executed under this Agreement on behalf of the Borrower shall be taken or executed by the Minister of Finance and Planning of Borrower or another office authorized by him in writing.

8.03 Any modification of the provisions of this Agreement may be agreed to on behalf of the Fund by the Chairman of the Fund's Governing Board and on behalf of the Borrower by written instrument executed on behalf of the Borrower by the representative designated by, or pursuant to, Section 8.02; provided, that in the opinion of such representative the modification is reasonable in the circumstances and will not substantially increase the obligations of the Borrower under this Agreement. The Fund may accept the exaction by such representative of any such instrument as conclusive evidence thar in the opinion of the Borrower the modification or amplification requested by such instrument will not substantially increase the obligations of the Borrower thereunder.

8.04 Any document delivered pursuant to this Agreement shall be in the English language. Documents in any other language shall be accompanied by an English translation thereof certified as being an approved translation and such approved translation shall be conclusive between the parties hereto.

In witness whereof the parties hereto acting through their duly authorized representatives, have caused this Agreement to be signed and delivered at Vienna in six copies in the English language, each considered an original and all to the same and one effect as of the day and year first above written.

**FOR THE BORROWER:**

Name: H. E. *José Tomás Veiga*.

Minister of Finance and Planning.

**Address: Ministry of Finance and Planning.**

P. O. Box 30

Praia

República of Cape Verde

Cable:

Telex: 6058 MCE CV

Telefax: 238 — 613897

**FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT:**

Name: H. E. *Osama Faquih*

Chairman of the Governung Board

**Address: The OPEC Fund for International Development**

P. O. Box 995

A-1011 Vienna

AUSTRIA

Cable: OPECFUND

Telex: 131734 FUND A

Telefax: (222) 513 92 38

**ANNEXES**

Schedule 1: Description of the Project

Schedule 2: Loan Allocation

Schedule 3: Amortization Schedule

**THE REPUBLIC OF CAPE VERDE  
PRIMARY SCHOOLS CONSTRUCTION PROJECT****SCHEDULE 1****Description of the project**

The Project aims at improving the quality and efficiency of primary education and encompasses the establishment of primary schools at various locations in the country. Its components are as follows:

- a) Land acquisition, relating to the purchase of land at the various project sites for the construction of the schools;
- b) Construction, covering the construction of the schools in accordance with established design specifications;
- c) Furniture, relating to the provision of furniture for the classrooms, staff offices and ancillary facilities;
- d) equipment, covering the provision of basic pedagogical equipment and materials and for related services; and
- e) Engineering and administration, covering the provision of services required for technical supervision, monitoring and implementation of the Project.

**THE REPUBLIC OF CAPE VERDE  
PRIMARY SCHOOLS CONSTRUCTION PROJECT****SCHEDULE 2****Loan allocation**

1. Unless otherwise agreed between the Borrower and the Fund Management, the table below sets forth the components to be financed out of the proceeds of the Loan, the allocation of amounts of the Loan to each component and the percentage of total expenditures for items to be financed in respect of each component:

Component	Amount the Loan Allocated (Expressed in US Dollars)	Percentage of Total Expenditures to be Financed
a) Land Acquisition	—	—
b) Construction	1,647,000	89.2
c) Furniture	126,000	82.4
d) Equipment	227,000	100.0
e) Engineering & Administration	—	—
<b>Total:</b>	<b>2,000,000</b>	

2. Notwithstanding the allocation of an amount of the Loan or the disbursement percentages set forth in the table in paragraph 1 above, if the Fund Management has reasonably estimated that the amount of the Loan then allocation to any component will be insufficient to finance the agreed percentage of all expenditures in that component, the Fund Management may, by notice to the Borrower: (i) reallocate to such component, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then allocated to another component and which in the opinion of the Fund Management are not needed to meet other expenditures; and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of such component may continue until all expenditures thereunder shall have been made.

**THE REPUBLIC OF CAPE VERDE  
PRIMARY SCHOOLS CONSTRUCTION PROJECT****SCHEDULE 3****Amortization schedule**

Date of Repayment	Amount Due (Expressed in US Dollars)
July 15, 1997	83,330
January 15, 1998	83,330
July 15, 1998	83,330
January 15, 1999	83,330
July 15, 1999	83,330
January 15, 2000	83,330
July 15, 2000	83,330
January 15, 2001	83,330
July 15, 2001	83,330
January 15, 2002	83,330
July 15, 2002	83,330
January 15, 2003	83,330
July 15, 2003	83,330
January 15, 2004	83,330
July 15, 2004	83,330
January 15, 2005	83,330
July 15, 2005	83,330
January 15, 2006	83,330
July 15, 2006	83,330
January 15, 2007	83,330
July 15, 2007	83,330
January 15, 2008	83,330
July 15, 2008	83,330
January 15, 2009	83,410
<b>Total:</b>	<b>2,000,000</b>

**Decreto nº 66/92**

de 12 de Junho

Considerando que o Hotel Atlântico, com sede na ilha do Sal solicitou a garantia do Estado para uma operação de crédito, no montante de CVE 12 000 000\$00, ao câmbio da data da utilização, a contrair junto do Banco de Cabo Verde;

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

Artigo 1º É autorizado o Ministro das Finanças e do Planeamento a prestar ao Banco de Cabo Verde garantia de reembolso de um empréstimo no montante de CVE 12 000 000\$00 a contrair pelo Hotel Atlântico.

Art. 2º As cláusulas e demais condições que forem ajustadas para a concessão do empréstimo referido no artigo anterior ficam sujeitas à prévia aprovação do Ministro das Finanças e do Planeamento.

Art. 3º O Hotel Atlântico, não podendo efectuar na data do respectivo vencimento, no todo ou em parte, qualquer pagamento de amortização do empréstimo, dará conhecimento do facto ao Ministro da tutela e ao Ministro das Finanças e do Planeamento, com a antecedência mínima de 45 dias.

*Carlos Veiga — José Tomas Veiga — Manuel Chan-tre.*

Promulgado em 5 de Junho de 1992

Publique-se.

O Presidente da República, ANTÓNIO MANUEL MASCARENHAS GOMES MONTEIRO.

**Decreto nº 67/92**

de 12 de Junho

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

Artigo 1º No Gabinete do Secretário de Estado do Emprego são criados os seguintes lugares:

1 Director do gabinete .....	Grupo III
2 Assessores .....	Grupo III
1 Secretário .....	Letra L
1 3º Oficial .....	Letra Q
1 Escriturário-dactilógrafo (principal, 1ª e 2ª classes) .....	P,R,S
1 Condutor-auto (1ª, 2ª e 3ª classes) .....	P,R,S
1 Servente .....	Letra U

Art. 2º Este decreto entra em vigor a 1 de Fevereiro de 1992.

*Carlos Veiga — Eurico Monteiro — Cláudio Veiga.*

Promulgado em 5 de Junho de 1992

Publique-se.

O Presidente da República, ANTÓNIO MANUEL MASCARENHAS GOMES MONTEIRO.

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## MINISTÉRIO DO TURISMO, DA INDÚSTRIA E DO COMÉRCIO

### Gabinete do Secretário de Estado Adjunto

#### Portaria nº 27/92

de 12 de Junho

Manda o Governo da República de Cabo Verde, pelo Secretário de Estado Adjunto do Ministro do Turismo, da Indústria e do Comércio, o seguinte:

1. A venda do cimento portland continua sujeita ao regime de preços máximos a que se eferem a alínea a) do nº 1 e o nº 2 do artigo 1º do Decreto-Lei nº 53/84, de 16 de Junho de 1984.

2. Mantém-se em vigor, em todo o território nacional, os seguintes preços máximos de venda do cimento portland:

Sacos de 50 kg .....	44\$00
Tonelada .....	8 800\$00

3. De acordo com o ponto 5 da Portaria nº 24/92, de 30 de Maio de 1992, e para a garantia do equilíbrio regional, são fixados os seguintes diferenciais para os centros de distribuição (tonelada):

a) Diferencial nos centros de recepção .....	1 300\$00
b) Diferencial nos centros de distribuição terrestre .....	280\$00
c) Diferencial nos centros de distribuição marítima .....	(2 350\$00)

4. É revogada a Portaria nº 25/91, de 10 de Agosto de 1991.

5. Esta portaria entra imediatamente em vigor.

Ministério do Turismo, da Indústria e do Comércio,  
12 de Junho de 1992. — O Secretário de Estado Adjunto, *João Higinio do Rosário Silva.*