

Article 14

*TERMS AND CONDITIONS FOR LOANS
AND GUARANTEES*

1. In the case of loans made, participated in, or guaranteed by the Bank, the contract shall establish the terms and conditions for the loan or the guarantee concerned, including those relating to payment of principal, interest and other fees, charges, maturities and dates of payment in respect of the loan or the guarantee, respectively. In setting such terms and conditions, the Bank shall take fully into account the need to safeguard its income.

2. Where the recipient of loans or guarantees of loans is not itself a member, but is a state-owned enterprise, the Bank may, when it appears desirable, bearing in mind the different approaches appropriate to public and state-owned enterprises in transition to private ownership and control, require the member or members in whose territory the project concerned is to be carried out, or a public agency or any instrumentality of such member or members acceptable to the Bank, to guarantee the repayment of the principal and the payment of interest and other fees and charges of the loan in accordance with the terms thereof. The Board of Directors shall review annually the Bank's practice in this matter, paying due attention to the Bank's creditworthiness.

3. The loan or guarantee contract shall expressly state the currency or currencies, or ECU, in which all payments to the Bank thereunder shall be made,

Article 15

COMMISSION AND FEES

1. The Bank shall charge, in addition to interest, a commission on loans made or participated in as part of its ordinary operations. The terms and conditions of this commission shall be determined by the Board of Directors.

2. In guaranteeing a loan as part of its ordinary operations, or in underwriting the sale of securities, the Bank shall charge fees, payable at rates and times determined by the Board of

Artikel 14

Vilkår og betingelser for ydelse af lån og garantier

1. For så vidt angår lån, som Banken yder, deltager i eller garanterer for, fastsættes vilkårene og betingelserne i kontrakten, særlig vedrørende tilbagebetaling af hovedstol, betaling af renter og andre gebyrer og omkostninger samt forfalds- og betalingstidspunkter. Ved fastsættelsen af disse vilkår og betingelser sørger Banken for fornøden sikring af sine indtægter.

2. Er modtageren af et lån eller en lånegaranti ikke selv medlem, men en statsejet virksomhed, kan Banken, når den finder det ønskeligt – under hensyntagen til de forskellige egnede fremgangsmåder for offentlige og statsejede virksomheder, der omdannes til private virksomheder – kræve, at det medlem eller de medlemmer, på hvis territorium det pågældende projekt skal realiseres, eller et under dette medlem eller disse medlemmer hørende offentligt organ eller foretagende, som Banken kan acceptere, garanterer for tilbagebetaling af hovedstol, betaling af renter og andre gebyrer og omkostninger i forbindelse med lånet i overensstemmelse med lånekontrakten. Bestyrelsen undersøger hvert år Bankens praksis på dette område under passende hensyntagen til Bankens kreditværdighed.

3. I låne- eller garantikontrakten fastsættes udtrykkeligt, i hvilken valuta eller i hvilke valutaer alle kontraktmæssige betalinger skal foretages, eller om de skal foretages i ecu.

Artikel 15

Provision og gebyrer

Banken opkræver ud over renter en provision af de lån, den yder eller deltager i inden for rammerne af den ordinære virksomhed. Vilkaerne og betingelserne vedrørende denne provision fastsættes af bestyrelsen.

2. Når Banken garanterer for et lån inden for rammerne af den ordinære virksomhed, eller når den garanterer for salget af værdipapirer, opkræver Banken som en passende godtgørelse