

LOAN CONTRACT No. 2138/OC-TT

between the

REPUBLIC OF TRINIDAD AND TOBAGO

and the

INTER-AMERICAN DEVELOPMENT BANK

Support for a Seamless Education System Program

August 17, 2009

LOAN CONTRACT

SPECIAL CONDITIONS

INTRODUCTION

Parties, Purpose, Constituent Elements and Executing Agency

1. PARTIES AND PURPOSE OF THE CONTRACT

CONTRACT entered into on August 17, 2009, between the REPUBLIC OF TRINIDAD AND TOBAGO (hereinafter referred to as the “Borrower”) and the INTER-AMERICAN DEVELOPMENT BANK (hereinafter referred to as the “Bank”) to cooperate in the execution of a Program to Support for a Seamless Education System (hereinafter referred to as the “Program”). The major aspects of the Program are described in detail in the Annex.

2. CONSTITUENT ELEMENTS OF THE CONTRACT AND REFERENCE TO THE GENERAL CONDITIONS

(a) This Contract consists of these Special Conditions, the General Conditions, and the Annex, which are attached hereto. If any provision of the Special Conditions or the Annex should present any inconsistency or contradiction with the General Conditions, the provisions of the Special Conditions or the respective Annex shall prevail. In case of inconsistencies or contradictions between the Special Conditions or the Annex, specific conditions shall prevail over general conditions.

(b) Conditions for the application of amortization, interest, credit fee, inspection and supervision and disbursement clauses, as well as other conditions related to Program execution, are established in detail in the General Conditions. The General Conditions also include general definitions.

3. EXECUTING AGENCY

The parties agree that the execution of the Program and the utilization of the resources of the financing from the Bank shall be carried out by the Borrower, through its Ministry of Education (“MOE”), which for the purposes of this Contract shall be referred to, without distinction, as either the “Borrower”, “Executing Agency” or the “MOE”.

CHAPTER I

Costs, Financing and Additional Resources

SECTION 1.01 **Cost of the Program.** The total cost of the Program is estimated to be the equivalent of sixty two million five hundred thousand dollars of the United States of America (US\$62,500,000). Unless otherwise stated in this Contract, the term “dollars” hereinafter signifies the currency of legal tender in the United States of America.

SECTION 1.02 **Amount of the Financing.** (a) In accordance with this Contract, the Bank agrees to grant to the Borrower, and the Borrower accepts, a “Financing,” chargeable to the resources of the Single Currency Facility of the ordinary capital resources of the Bank, of up to the amount of forty eight million seven hundred and fifty thousand dollars (US\$48,750,000). The amounts disbursed from the Financing shall constitute the “Loan.”

(b) The Loan shall be a Single Currency Facility Loan with a LIBOR-Based Interest Rate, and may be converted to a Single Currency Facility Loan with an Adjustable Interest Rate only if such selection is made by the Borrower pursuant to Section 2.03 of these Special Conditions and Article 4.01(g) of the General Conditions.

SECTION 1.03 **Currency Availability.** Notwithstanding Sections 1.02 and 3.01(a), if the Bank is unable to obtain access to the agreed upon Single Currency, the Bank may disburse in any other Single Currency of its choice, until such time as it is able to regain access to the agreed upon Single Currency. Amortization payments shall be made in the Single Currency disbursed, and interest and other financial charges shall be those, which correspond to such Single Currency. In the event the Bank has to disburse in any other Single Currency of its choice, the Bank shall previously discuss its options with the Borrower.

SECTION 1.04 **Additional Resources.** The amount of the additional resources which, pursuant to Article 6.04 of the General Conditions, the Borrower shall undertake to contribute in a timely manner for the complete and uninterrupted execution of the Program, is estimated to be the equivalent of thirteen million seven hundred and fifty thousand dollars (US\$13,750,000), although this estimate shall not imply any limitation or reduction of the obligation of the Borrower under said Article. To compute the equivalency in dollars, the rules set forth in Article 3.06(b) of the General Conditions shall be followed.

CHAPTER II

Amortization, Interest, General Inspection and Supervision and Credit Fee

SECTION 2.01 **Amortization.** The Loan shall be completely repaid by the Borrower by means of semiannual, consecutive, and, insofar as possible, equal installments. The first installment shall be paid four (4) years and six (6) months from the date of signature of this Contract, taking into account the provisions of Article 3.01 of the General Conditions, and the last installment shall be paid no later than twenty (20) years from the same date.

SECTION 2.02 Interest. (a) The Borrower shall pay interest on the daily outstanding balances of the Loan, at a rate determined pursuant to the provisions of Article 3.04 of the General Conditions for a Single Currency Facility Loan with a LIBOR-Based Interest Rate. The Bank shall notify the Borrower of the rate of interest applicable during each Quarter or Semester, as the case may be, as soon as practicable after the determination thereof. If the Borrower elects to change the interest rate alternative of a Single Currency Facility Loan pursuant to Section 2.03 of these Special Conditions and Article 4.01(g) of the General Conditions, the Borrower shall pay interest at a rate determined pursuant to the provisions of Article 3.04 of the General Conditions for a Single Currency Facility Loan with an Adjustable Interest Rate.

(b) Interest shall be payable semiannually, beginning six (6) months from the date of signature of this Contract, taking into account the provisions of Article 3.01 of the General Conditions.

SECTION 2.03 Confirmation of or Change in the Interest Rate Alternative of the Financing and Prepayment of the Outstanding Balance of the Loan with Fixed Interest Rate.

(a) Pursuant to Article 4.01(g) of the General Conditions, the Borrower shall confirm in writing to the Bank, as a condition precedent to the first disbursement of the resources of the Financing, its decision of either maintaining or changing the interest rate alternative of the Financing set forth in Sections 1.02(b) and 2.02(a) of these Special Conditions. Once this selection has been made by the Borrower pursuant to Article 4.01(g) of the General Conditions, the interest rate applicable to the Financing may not be changed from a LIBOR-Based Interest Rate to an Adjustable Interest Rate or vice-versa at any other time during the life of the Loan.

(b) Should the Borrower select the LIBOR-Based Interest Rate alternative, the Borrower may request a conversion of all or part of the outstanding balance of the Loan set at such rate to a Fixed Interest Rate, as determined by the Bank and notified, in writing, to the Borrower. For the purpose of applying the Fixed Interest Rate to the outstanding balance of the Loan, each conversion shall only be made in amounts which correspond to at least 25% of the net approved amount of the Financing (amount of the Financing minus cancellations) or three million dollars (US\$3,000,000), whichever is greater. Once the Borrower has notified the Bank of its intention to carry out a conversion as described in this paragraph, the Bank will provide the Borrower with model letters to be used by the Borrower for effecting such conversion.

(c) The Borrower may request in writing to the Bank, that all or part of the outstanding balance of the Loan with Fixed Interest Rate be reconverted to a LIBOR-Based Interest Rate. Each such reversion to a LIBOR-Based Interest Rate shall be made only on the remaining balance of the respective conversion or for three million dollars (US\$3,000,000), whichever is greater. Any gain or loss resulting from the cancellation or change of the Bank's funding associated with the reversion will be either credited or charged to the Borrower. In the event of any gain, it will be credited in first place to any outstanding balance that the Borrower owes the Bank.

(d) Upon an irrevocable advance notice in writing to the Bank of at least thirty (30) days, the Borrower may prepay, on one of the amortization payment dates, all or part of the outstanding balance of the Loan with Fixed Interest Rate, provided that on the payment date no sum is due and outstanding in respect of fees or interest. The Borrower shall specify in the notice the amount the

Borrower intends to prepay. In the event that the prepayment does not cover the entire outstanding balance of the Loan with Fixed Interest Rate, the prepayment will be applied proportionately to the remaining amortization installments. The Borrower may not prepay the outstanding balance of the Loan with Fixed Interest Rate in an amount lower than three million dollars (US\$3,000,000), unless the remaining outstanding balance of the Loan is lower than that amount.

(e) Notwithstanding the provision of subsection (d) above, in cases of partial or total prepayment of the outstanding balance of the Loan with Fixed Interest Rate as set forth in that subsection, any gain or loss resulting from the cancellation or change of the Bank's funding associated with the corresponding prepayment will be either credited or charged to the Borrower. In the event of any gain, it will be credited in first place to any outstanding balance that the Borrower owes the Bank.

(f) The Bank shall also charge the Borrower any cost the Bank may incur as a result of:
(i) the revocation of, or changes made by the Borrower to, the terms established in the written conversion request of the Loan from a LIBOR-Based Interest Rate Loan to a Fixed Interest Rate or for the reconversion of a Fixed Interest Rate Loan to a LIBOR-Based Interest Rate Loan; or
(ii) failure on the part of the Borrower to comply with the written request for partial or total prepayment of the outstanding balance of the Loan in accordance with the provisions of subsection (d) of this Section.

(g) For the purposes of this Section 2.03, "Fixed Base Rate" means the market base swap rate on the effective date of the conversion or reconversion; and "Fixed Interest Rate" means the sum of (i) the Fixed Base Rate, plus (ii) the ordinary capital lending spread expressed in basis points (bps) which shall be periodically determined by the Bank pursuant to Article 3.04 of the General Conditions."

SECTION 2.04 Resources for General Inspection and Supervision. During the disbursement period, resources of the Financing shall not be allocated to cover the Bank's expenses for general inspection and supervision, unless otherwise established by the Bank during said period as a result of its semiannual review of financial charges, and the Borrower is notified by the Bank in this regard. Under no circumstance shall there be a charge for this purpose in any semester which is greater than the amount which results from applying 1% to the amount of the Financing, divided by the number of semesters included in the original disbursement period.

SECTION 2.05 Credit Fee. The Borrower shall pay a credit fee of 0.25% per annum pursuant to the provisions set forth in Article 3.02 of the General Conditions. This percentage may be modified by the Bank on a semiannual basis, who shall promptly notify the Borrower of the same, provided that, under no circumstance, may it exceed the percentage contemplated in the above-cited Article.

CHAPTER III

Disbursements

SECTION 3.01 Currencies of Disbursement and Use of Funds. (a) The amount of the Financing shall be disbursed in dollars from the Single Currency Facility of the ordinary capital resources of the Bank, to pay for goods and services acquired in accordance with the Procurement procedures stipulated in this Contract and for such other purposes as are indicated in this Contract.

(b) The resources of the Financing shall only be used for payments of goods and services originating in the member countries of the Bank.

SECTION 3.02 Special Conditions Prior to First Disbursement. In addition to the conditions precedent stipulated in Article 4.01 of the General Conditions, the first disbursement of the Financing shall be subject to the fulfillment, to the satisfaction of the Bank, of the following requirements:

(a) The presentation and no-objection of the Bank to the final list of proposed sites for the new ECCE centres, which shall include criteria as provided in Section 4.05(a) hereunder;

(b) The Project Coordination Unit (PCU) should be established and key personnel hired, as well as provision of office space and equipment for its staff. Key positions of the PCU include the coordinator, the two technical coordinators, the procurement specialist and accountant;

(c) The positions within the ECCE division should be established and key personnel hired, including the Director, Assistant Director, Quality Assurance Coordinator, Curriculum Coordinator, Administrative Coordinator, and Family and Community Support Coordinator; and

(d) The presentation of the Annual Operational Plan (AOP), and the Implementation Manual, as agreed with the Bank.

SECTION 3.03 Reimbursement of Expenditures Chargeable to the Financing. With the consent of the Bank, up to the equivalent of three million seven hundred dollars (US\$3,700,000) of the resources of the Financing may be used to reimburse expenditures incurred in the Project. Said expenditures shall have been incurred prior to May 20th, 2009 but after November 20th, 2007, provided that requirements substantially similar to those set forth in this Contract have been fulfilled. In addition, expenditures incurred on or after May 20th, 2009 and up to the date of this Contract may also be reimbursed, under the same circumstances.

SECTION 3.04 Disbursement Period. The period for final disbursement of the resources of the Financing shall expire forty eight (48) months from the effective date of this Contract.

SECTION 3.05 Revolving Fund. The reports on the execution of the Program, which the Borrower, through the Executing Agency, shall submit to the Bank, in accordance with Article 7.03 of the General Conditions, shall include the financial and accounting information about management of the Revolving Fund resources.

CHAPTER IV

Execution of the Program

SECTION 4.01 Procurement of Works and Goods. Works and goods shall be procured in accordance with the provisions set forth in Document GN-2349-7 (“Policies for the procurement of works and goods financed by the IDB”), dated July 2006 (hereinafter called “the Procurement Policies”) and the following provisions of this Section:

(a) International Competitive Bidding: Except as otherwise provided in subsection (b) of this Section, works and goods shall be procured under contracts awarded in accordance with the provisions of Section II of the Procurement Policies and paragraph 4 of Appendix 1 thereto.

(b) Other Procurement Procedures: The following procurement methods may be used for the procurement of works and goods that the Bank agrees meet the requirements established in the provisions of Section III of the Procurement Policies:

- (i) National Competitive Bidding: For works estimated to cost less than three million dollars (US\$3,000,000) equivalent per contract and goods estimated to cost less than two hundred and fifty thousand dollars (US\$250,000) equivalent per contract, in accordance with the provisions of paragraphs 3.3 and 3.4 of the Procurement Policies.
- (ii) Shopping: For works estimated to cost less than two hundred and fifty thousand dollars (US\$250,000) equivalent per contract, and for goods estimated to cost less than fifty thousand dollars (US\$50,000) equivalent per contract, in accordance with the provisions of paragraph 3.5 of the Procurement Policies.
- (iii) Other Methods of Procurement: May also be used in accordance with the provisions set forth in Section III of the Procurement Policies.
- (iv) The Borrower may utilize the services of its Educational Facilities Company Limited (EFCL) to serve as a project manager firm and undertake the procurement of all physical work and maintenance of the Ministry of Education schools and institutions, following Bank procurement policies. Any fees or overheads payable to EFCL will be covered by counterpart resources.
- (v) Notwithstanding the provisions of paragraph (a) above, international competitive bidding is not required for the acquisition of specialized instruments, books and publications for education, scientific and technological programs and research. For these items, the Executing Agency may submit for the Bank’s approval other procurement procedures, consistent with Section III of the procurement policies and the objectives of the Program.

(c) Additional Procurement Requirements: The Borrower, through the Executing Agency, shall carry out the procurement of works and goods in accordance with the general plans,

technical, social and environmental specifications, budgets and other documents required for the acquisition or the construction, and, as the case may be, the specific guidelines and other documents necessary for the call for prequalification or bids; and in the case of works, evidence that it has, prior to initiation of construction, with respect to the real property where the works will be constructed, possession of the land and has easements and such other similar propriety rights which are necessary to initiate the construction.

(d) Review by the Bank of Procurement Decisions:

- (i) Procurement Planning: Prior to the issuance of any invitations to prequalify or to bid for contracts, the Borrower, through the Executing Agency, shall present the proposed procurement plan for the Program to the Bank for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Procurement Policies. This plan shall be updated every six (6) months during Program execution, and the updated version thereof shall be submitted to the Bank for its review and approval. Procurement of all goods and works shall be undertaken in accordance with such procurement plan as shall have been approved by the Bank, and with the provisions of said paragraph 1 of Appendix 1 of the Policies.
- (ii) Prior Review: Unless the Bank agrees otherwise in writing, all contracts shall be subject to prior review, in accordance with the procedures spelled out in paragraphs 2 and 3 of Appendix 1 to the Procurement Policies. The Borrower, through the Executing Agency, shall present to the satisfaction of the Bank evidence that it has complied with the requirements set out in subparagraph (c) of this Clause.
- (iii) Ex-Post Review: With respect to each contract not governed by subsection (d)(ii) of this Section, the procedures set forth in paragraph 4 of Appendix 1 to the Procurement Policies shall apply. The Borrower, through the Executing Agency, shall make always available to the Bank, evidence that it has complied with the requirements set forth in subparagraph (c) of this Clause.

SECTION 4.02. Maintenance of Works, Equipment and Software. The Borrower undertakes to ensure that: (a) the works, equipment and software included in the Program shall be adequately operated and maintained according to generally accepted technical standards; and (b) present to the Bank a report on the status of said works, equipment and software as well as an annual maintenance plan for the forthcoming year, during the three (3) years following the completion of the first works, acquisition of the first equipment and within the first quarter of each calendar year. If from the inspections conducted by the Bank or from the reports it receives, it is determined that maintenance and operation do not meet the levels agreed upon, the Bank shall notify the Borrower so that it shall undertake the necessary measures to correct these shortcomings.

SECTION 4.03. Reimbursement of Expenses chargeable to the local Contribution. The Bank may recognize as part of the local contribution expenditures incurred or which may be incurred

in the Program on or after May 20, 2009, and up to the date of this Contract, provided that procurement requirements substantially similar to those set forth in this Contract have been fulfilled.

SECTION 4.04. Contracting of Consulting Services. (a) The Borrower shall select and contract the services of consulting firms, specialized agencies or individual experts that may be necessary to fulfill the pertinent provisions of this Contract, in accordance with the Bank's Policies and Procedures for the Procurement of Consulting Services set forth in document GN-2350-7 ("Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank") dated July 2006. The Executing Agency confirms its familiarity with those provisions of Document GN-2350-7.

(b) For the purposes of this Contract, it is hereby specified that the threshold amount requiring utilization of international request for proposals shall be the equivalent of two hundred thousand dollars (US\$200,000).

(c) For purposes of paragraph 2.7 of Document GN-2350-7, the short list of consultants whose contracts are estimated to be below two hundred thousand dollars (US\$200,000), may be composed in its entirety by national consultants provided the requirements under above cited paragraph 2.7 are met.

(d) Resources from the Loan shall be utilized to pay for registration in the International Association for the Evaluation of Education Progress (IEA) that will conduct the Progress in International Reading Literacy Study Program (PIRLS).

(e) Review by the Bank of Procurement Decisions. The Bank shall conduct its review of the procurement process in the following manner:

- (i) Procurement Planning: Prior to the issuance of any Request for Proposals, the Borrower, through the Executing Agency, shall present the proposed procurement plan for the Program to the Bank for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Consultant Policies. This plan shall be updated every six (6) months during Program execution, and submitted to the Bank for its review and approval. Procurement of consulting services shall be undertaken in accordance with such procurement plan as shall have been approved by the Bank, and with the provisions of said paragraph 1 of Appendix 1 of the Policies.
- (ii) Prior Review: Unless the Bank agrees otherwise in writing, all contracts shall be subject to prior review, in accordance with the procedures spelled out in Appendix 1 to the Consultant Policies: The Borrower, through the Executing Agency, shall present, to the satisfaction of the Bank, evidence that it has complied with the requirements set forth in subparagraph (c) of this Clause.
- (iii) Ex-Post Review: With respect to each contract not governed by subsection (d)(ii) of this Section, the procedures set forth in paragraph 4 of Appendix 1

to the Procurement Policies shall apply. The Borrower, through the Executing Agency, shall make always available to the Bank, evidence that it has complied with the requirements set forth in subparagraph (c) of this Clause.

(e) International consultants shall have to perform their work in an integrated manner with the local professional staff assigned or contracted by the Executing Agency to participate in the execution of the Program, with a view to carrying out technical and operational training of such staff by the conclusion of the work.

SECTION 4.05 Other Conditions of Execution. The Borrower agrees to comply with the following Other Conditions of Execution:

(a) The final list of proposed sites for the new ECCE Centres referred to in Section 3.02(a) above, shall be based on criteria that include the Basic Needs Index, giving priority to those communities that rank lowest (including both urban and rural communities). In addition, the MOE will establish selection criteria for admission of children at the Centre.

(b) Consistent with section 4.05 (a) above, the selection criteria for admission to be outlined in the Implementation Manual, will consider:

- (i) the demographic surveys of the areas selected and identified for the construction of centres;
- (ii) the principle of equality of access and inclusiveness; and
- (iii) its philosophy on access and the legal requirements for equality of opportunity, considering that public funds will form counterpart funding for disbursements and servicing of the loan.

(c) The Borrower undertakes to sign a Memorandum of Understanding with the Tobago House of Assembly (THA) for project implementation, with respect to Tobago activities in relation to the Project, within a period of 180 days of the signing of the loan agreement.

(d) The Borrower undertakes to show evidence that the Ministry of Education has provided office space and equipment for the curriculum writing teams within a period of 90 days of the signing of the Loan contract.

SECTION 4.06 Monitoring and Evaluation. The reports on the execution of the Program which the Borrower, through the Executing Agency, shall submit to the Bank, in accordance with Article 7.03 of the General Conditions and Sections 5.01 and 5.02 of Annex A shall include a detailed description of the activities undertaken, the outcomes, outputs and results achieved during

the execution of the Program, as well as the progress achieved in each Component and Subcomponent of the Program, in terms of disbursements and targets established in the “Results Framework” of the Program agreed between the Executing Agency and the Bank.

CHAPTER V

Records, Inspections, and Reports

SECTION 5.01 **Records, Inspections, and Reports.** The Borrower agrees to maintain records, permit inspections, and submit reports and financial statements in accordance with the provisions established in Chapter VII of the General Conditions.

SECTION 5.02 **Audits.** With respect to the provisions of Article 7.03 of the General Conditions, the financial statements of the Program during its period of execution shall be submitted on an annual basis, duly certified by a firm of independent public accountants acceptable to the Bank and to the Auditor General of Trinidad and Tobago.

CHAPTER VI

Miscellaneous Provisions

SECTION 6.01 **Entry into Effect.** The parties agree that this Contract shall enter into effect on the date of its signature.

SECTION 6.02 **Termination.** Payment in full of the Loan and of all interest and fees shall terminate this Contract and all obligations arising hereunder.

SECTION 6.03 **Validity.** The rights and obligations established in this Contract are valid and enforceable in accordance with its terms, regardless of the laws of any given country.

SECTION 6.04 **Communications.** Any notice, request, or communication from one party to another by virtue of this Contract shall be made in writing and shall be considered to have been made when the relevant document is delivered to the addressee at the respective address given below, unless the parties agree otherwise in writing:

For the Borrower:

Mailing address:

Ministry of Planning, Housing and the Environment

Level 14
Eric Williams Finance Building
Independence Square
Port of Spain, Trinidad and Tobago

Facsimile: (868) 623-8123

For matters related to execution of the Project:

Mailing address:

Ministry of Education
18 Alexandra Street
St. Clair, Port of Spain

Facsimile: (868) 628.0145

For the Bank:

Mailing address:

Inter-American Development Bank
1300 New York Avenue, N.W.
Washington, D.C. 20577
U.S.A.

Facsimile:

(202) 623-3096

CHAPTER VII

Arbitration

SECTION 7.01 **Commitment to Arbitrate.** For the solution of any controversy which may arise out of this Contract and which is not resolved by agreement between the parties, they unconditionally and irrevocably submit themselves to the procedure and ruling of the Arbitration Tribunal referred to in Chapter IX of the General Conditions.

IN WITNESS WHEREOF, the Borrower and the Bank, each acting through its authorized representative, have signed this Contract, in two (2) equally authentic copies in Port-of-Spain, Trinidad, W.I., on the date first above written.

REPUBLIC OF TRINIDAD
AND TOBAGO

INTER-AMERICAN
DEVELOPMENT BANK

/s/ Emily Gaynor Dick-Forde

/s/ Iwan P. Sewberath Misser

Emily Gaynor Dick-Forde
Minister of Planning, Housing, and the
Environment

Iwan P. Sewberath Misser
Representative in Trinidad and Tobago

PART TWO

GENERAL CONDITIONS

CHAPTER I

Application of the General Conditions

ARTICLE 1.01. Application of the General Conditions. These General Conditions apply to the Loan Contracts entered into by the Inter-American Development Bank with its Borrowers, and accordingly the provisions hereof form an integral part of this Contract.

CHAPTER II

Definitions

ARTICLE 2.01. Definitions. For the purposes of the obligations contracted between the parties, the following definitions are adopted:

- (a) “Bank” means the Inter-American Development Bank.
- (b) “Board” means the Board of Executive Directors of the Bank.
- (c) “Borrower” means the party to which the Financing is made available.
- (d) “Contract” means the entirety of the Special Conditions, the General Conditions and the Annexes.
- (e) “Contracting Agency” means the entity with the legal capacity to sign the Contract for the Procurement of Works and Goods and the Selection and Contracting of Consultants with the Contractor, Supplier, and Consulting Firm or Individual Consultant, as the case may be.
- (f) “Convertible Currency” or “Currency of a country other than that of the Borrower” means any currency which is legal tender in a country other than that of the Borrower, the Special Drawing Rights of the International Monetary Fund, and any other unit which represents the debt service obligation of a borrowing by the Bank.
- (g) “Cost of Single Currency Qualified Borrowings with an Adjustable Interest Rate” means the cost to the Bank of the Single Currency Qualified Borrowings with an Adjustable Interest Rate in the Single Currency of the Financing, expressed as a percentage per annum, as determined by the Bank.
- (h) “Cost of Single Currency Qualified Borrowings with a LIBOR Interest Rate” means

the cost to the Bank of the Single Currency Qualified Borrowings with a LIBOR Interest Rate in the Single Currency of the Financing, expressed as a percentage per annum, as determined by the Bank.

- (i) “Executing Agency/Agencies” means the entity/entities responsible for executing all or part of the Project.
- (j) “Financing” means the funds which the Bank has agreed to make available to the Borrower to assist in carrying out the Project.
- (k) “Fraud and corruption” means the act(s) defined in Article 5.02(c) of these General Conditions.
- (l) “General Conditions” means the entirety of articles which comprise Part Two of this Contract and reflect the basic policies of the Bank uniformly applicable to its Loan Contracts.
- (m) “Guarantor” means the party which guarantees the fulfillment of the obligations contracted by the Borrower and which assumes other obligations for which it is liable in accordance with the Guarantee Contract.
- (n) “Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter” means the 15th day of the months of January, April, July and October of each calendar year. The LIBOR-Based Interest Rate determined by the Bank on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter shall apply retroactively to the first fifteen (15) days of the respective Quarter, and shall continue to apply through and including the last day of the Quarter.
- (o) “LIBOR Interest Rate” means any of the following definitions, in accordance with the currency of the Loan:¹
 - (i) In the case of Single Currency Facility Loans in Dollars:
 - (A) The LIBOR Interest Rate on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be “USD-LIBOR-BBA,” which is the rate for deposits in Dollars for a period of three (3) months that appears on the Telerate Page 3750 as of 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter. If such rate does not appear on the Telerate Page 3750, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be

¹ Any capitalized terms used in paragraph (o) of Article 2.01 and not otherwise defined herein shall have the meaning assigned to them in the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc., as amended and supplemented from time to time, which are hereby incorporated by reference.

determined as if the parties had specified “USD-LIBOR-Reference Banks” as the applicable LIBOR Interest Rate.

- (B) “USD-LIBOR-Reference Banks” means that the rate for an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined on the basis of the rates at which deposits in Dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter to prime banks in the London interbank market for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. The Calculation Agent or Agents utilized by the Bank will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two (2) quotations are provided, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the quotations. If fewer than two (2) quotations are provided as requested, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Calculation Agent or Agents utilized by the Bank, at approximately 11:00 a.m., New York City time, on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter for loans in Dollars to leading European banks for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. If more than one Calculation Agent provides an interest rate to the Bank as a result of the procedure described above, the Bank will determine, in its own discretion, the applicable LIBOR Interest Rate for each Quarter for the Interest Rate Determination Date, based on the interest rates received from the Calculation Agents. For purposes of the foregoing provision, if the Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter is not a Banking Day in New York City, the rates quoted on the first day immediately thereafter which is a Banking Day in New York City shall be utilized.

(ii) In the case of Single Currency Facility Loans in Euros:

- (A) The LIBOR Interest Rate on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be “EUR-EURIBOR-Telerate,” which is the rate for deposits in euros for a period of three (3) months that appears on the Telerate Page 248 as of 11:00 a.m., Brussels time, on the day that is two (2) TARGET Settlement Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter. If such rate does not appear on the Telerate Page 248, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined as if the parties had specified “EUR-EURIBOR-Reference Banks” as the applicable LIBOR Interest Rate.
- (B) “EUR-EURIBOR-Reference Banks” means that the rate for an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined on the basis of the rates at which deposits in euros are offered by the Reference Banks at approximately 11:00 a.m., Brussels time, on the day that is two (2) TARGET Settlement Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter to prime banks in the Euro-zone interbank market for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount assuming an Actual/360 day count basis. The Calculation Agent or Agents utilized by the Bank, will request the principal Euro-zone office of each of the Reference Banks to provide a quotation of its rate. If at least two (2) quotations are provided, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the quotations. If fewer than two (2) quotations are provided as requested, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the rates quoted by major banks in the Euro-zone, selected by the Calculation Agent or Agents utilized by the Bank, at approximately 11:00 a.m., Brussels time, on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter for loans in euros to leading European banks for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. If more than one Calculation Agent provides an interest rate to the Bank as a result of the procedure described above, the Bank will determine, in its own discretion, the applicable LIBOR Interest Rate for each Quarter for the Interest Rate Determination Date, based on the interest rates received from the Calculation Agents. For purposes of the foregoing provision, if the

Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter is not a Banking Day in Brussels and in the Euro-zone, the rates quoted on the first day immediately thereafter which is a Banking Day in Brussels and in the Euro-zone shall be utilized.

(iii) In the case of Single Currency Facility Loans in Yen:

- (A) The LIBOR Interest Rate on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be “JPY-LIBOR-BBA,” which is the rate for deposits in Yen for a period of three (3) months that appears on the Telerate Page 3750 as of 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter. If such rate does not appear on the Telerate Page 3750, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined as if the parties had specified “JPY-LIBOR-Reference Banks” as the applicable LIBOR Interest Rate.
- (B) “JPY-LIBOR-Reference Banks” means that the rate for an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined on the basis of the rates at which deposits in Yen are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter to prime banks in the London interbank market for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. The Calculation Agent or Agents utilized by the Bank will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two (2) quotations are provided, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the quotations. If fewer than two (2) quotations are provided as requested, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the rates quoted by major banks in Tokyo, selected by the Calculation Agent or Agents utilized by the Bank, at approximately 11:00 a.m., Tokyo time, on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter for loans in Yen to leading European banks for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. If more than one Calculation Agent provides an interest rate to the Bank as a result of the procedure described above, the Bank will determine, in its own

discretion, the applicable LIBOR Interest Rate for each Quarter for the Interest Rate Determination Date, based on the interest rates received from the Calculation Agents. For purposes of the foregoing provision, if the Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter is not a Banking Day in Tokyo, the rates quoted on the first day immediately thereafter which is a Banking Day in Tokyo shall be utilized.

(iv) In the case of Single Currency Facility Loans in Swiss Francs:

- (A) The LIBOR Interest Rate on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be “CHF-LIBOR-BBA,” which is the rate for deposits in Swiss Francs for a period of three (3) months that appears on the Telerate Page 3750 as of 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter. If such rate does not appear on the Telerate Page 3750, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined as if the parties had specified “CHF-LIBOR-Reference Banks” as the applicable LIBOR Interest Rate.
- (B) “CHF-LIBOR-Reference Banks” means that the rate for an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined on the basis of the rates at which deposits in Swiss Francs are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter to prime banks in the London interbank market for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. The Calculation Agent or Agents utilized by the Bank will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two (2) quotations are provided, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the quotations. If fewer than two (2) quotations are provided as requested, the rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the rates quoted by major banks in Zurich, selected by the Calculation Agent or Agents utilized by the Bank, at approximately 11:00 a.m., Zurich time, on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter for loans in Swiss Francs to leading European banks for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-

Based Interest Rate for each Quarter and in a Representative Amount. If more than one Calculation Agent provides an interest rate to the Bank as a result of the procedure described above, the Bank will determine, in its own discretion, the applicable LIBOR Interest Rate for each Quarter for the Interest Rate Determination Date, based on the interest rates received from the Calculation Agents. For purposes of the foregoing provision, if the Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter is not a Banking Day in Zurich, the rates quoted on the first day immediately thereafter which is a Banking Day in Zurich shall be utilized.

- (p) “Loan” means the funds disbursed from the Financing.
- (q) “Project” means the Program or Project for which the Financing has been extended.
- (r) “Quarter” means each of the following three-month (3-month) periods of the calendar year: the period beginning on January 1 and ending on March 31; the period beginning on April 1 and ending on June 30; the period beginning on July 1 and ending on September 30; and the period beginning on October 1 and ending on December 31.
- (s) “Revolving Fund” means a fund that the Bank may establish as provided in Article 4.07 of these General Conditions, for the purpose of advancing resources to defray Project expenses chargeable to the Financing.
- (t) “Semester” means the first or second six months of a calendar year.
- (u) “Single Currency” means any convertible currency which the Bank has selected for lending under the Single Currency Facility.
- (v) “Single Currency Facility” means the facility the Bank has established to lend in certain convertible currencies which the Bank selects from time to time.
- (w) “Single Currency Facility Loan with an Adjustable Interest Rate” means any Loan or portion of a Loan made by the Bank to be disbursed, accounted for, and repaid in a Single Currency under the Single Currency Facility and which, in accordance with the Special Conditions of this Loan Contract, will bear an Adjustable Interest Rate as determined pursuant to Article 3.04(a) of these General Conditions.
- (x) “Single Currency Facility Loan with a LIBOR-Based Interest Rate” means any Loan or portion of a Loan made by the Bank to be disbursed, accounted for, and repaid in a Single Currency under the Single Currency Facility and which, in accordance with the Special Conditions of this Loan Contract, will bear a LIBOR-Based Interest Rate as determined pursuant to Article 3.04(b) of these General Conditions.

- (y) “Single Currency Qualified Borrowings” for Loans denominated in any Single Currency means either: (i) from the date that the first Loan in such Single Currency is approved by the Bank's Board, resources of such Single Currency's transitional stabilization mechanism and borrowings of the Bank in such Single Currency that are assigned to fund loans in such Single Currency under the Single Currency Facility; or (ii) beginning on the first day of the seventh Semester following the above-mentioned date, borrowings of the Bank that are assigned to fund loans in such Single Currency under the Single Currency Facility.
- (z) “Special Conditions” means the entirety of the provisions which comprise Part One of this Contract and contain the particular terms of the operation.

CHAPTER III

Amortization, Interest and Credit Fee

ARTICLE 3.01. Dates of Payment of Amortization and Interest. The Borrower shall amortize the Loan in semiannual installments on the same dates as those determined in accordance with Section 2.02 of the Special Conditions for payment of interest. If the date of signature of the Loan Contract falls between June 15th and 30th or between December 15th and 31st, the dates for the payment of interest and for the payment of the first and subsequent amortization installments shall be June 15th and December 15th, as the case may be.

ARTICLE 3.02. Credit Fee. (a) The Borrower shall pay on the undisbursed balance of the Financing which is not in the currency of the Borrower's country a credit fee, which shall begin to accrue sixty (60) days after the date of the Contract. The amount of said fee shall be as indicated in the Special Conditions and under no circumstance may exceed 0.75% per annum.

(b) For Single Currency Facility Loans in dollars of the United States of America, this fee shall be paid in dollars of the United States of America. For Single Currency Facility Loans in currencies other than U.S. dollar Single Currency Facility Loans, this fee shall be paid in the currency of the particular Loan. This fee shall be paid on the same dates as those specified for the payment of interest pursuant to the provisions of the Special Conditions.

(c) This fee shall cease to accrue in full or in part, as the case may be, to the extent that: (i) the respective disbursements have been made; or (ii) the Financing has been cancelled totally or partially pursuant to Articles 3.15, 3.16 and 4.02 of these General Conditions and the relevant provisions of the Special Conditions.

ARTICLE 3.03. Computation of Interest and Credit Fee. The interest and credit fee shall be calculated according to the exact number of days in the respective Semester.

ARTICLE 3.04. Interest. Interest shall be charged on the daily outstanding balances of the Loan at an annual rate that shall be determined by the Bank periodically in accordance with its lending rate policy, and may be one of the following as set forth in the Special Conditions, or in the

letter from the Borrower to which reference is made in Article 4.01(g) of these General Conditions, if the Borrower elects to change the interest rate alternative of a Single Currency Facility Loan pursuant to Section 2.03 of the Special Conditions:

(a) In the case of Single Currency Facility Loans with an Adjustable Interest Rate, interest shall accrue on the daily outstanding balances of the Loan and shall be at a rate per annum for each Semester as determined by the Cost of Single Currency Qualified Borrowings with an Adjustable Interest Rate in the Single Currency of the Financing, plus the prevailing ordinary capital lending spread expressed as a percentage per annum; or

(b) In the case of Single Currency Facility Loans with a LIBOR-Based Interest Rate, interest shall accrue on the daily outstanding balances of the Loan and shall be at a rate per annum for each Quarter as determined by the Bank on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter, calculated as follows: (i) the respective LIBOR Interest Rate as defined in Article 2.01(o) of these General Conditions; (ii) plus or minus a cost margin computed quarterly as the weighted average of all the cost margins to the Bank related to the borrowings assigned to the pool of Bank borrowings which funds the Single Currency Facility Loans with a LIBOR-Based Interest Rate; (iii) plus the net of any costs and/or gains, computed quarterly, associated with any derivatives transactions which may be entered into by the Bank to mitigate the impact of extreme fluctuations in the LIBOR Interest Rate of the borrowings obtained by the Bank to finance the Single Currency Facility Loans with a LIBOR-Based Interest Rate; (iv) plus the ordinary capital lending spread prevailing on the Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter, expressed as a percentage per annum.

(c) For the purposes of Article 3.04(b) above:

- (i) The Borrower and Guarantor of any Single Currency Facility Loan with a LIBOR-Based Interest Rate expressly acknowledge and agree that: (A) the LIBOR Interest Rate referred to in Article 3.04(b)(i) above, and the cost margin of the Bank borrowings referred to in Article 3.04(b)(ii) above, may be subject to significant fluctuations during the life of the Loan and, therefore, the LIBOR-Based Interest Rate alternative for Single Currency Facility loans may involve significant financial risks to the Borrower and the Guarantor; (B) the Bank may, at its sole discretion, enter into any derivatives transactions to mitigate the impact of extreme fluctuations in the LIBOR Interest Rate of the borrowings obtained by the Bank to finance the Single Currency Facility Loans with a LIBOR-Based Interest Rate, as referred to in Article 3.04(b)(iii) above; and (C) any risk of fluctuations in the LIBOR-Based Interest Rate alternative for Single Currency Facility loans is assumed entirely by the Borrower and the Guarantor, if applicable.
- (ii) Whenever, in light of changes in market practice affecting the determination of the LIBOR-Based Interest Rate alternative for Single Currency Facility loans, the Bank determines that it is in the interest of its borrowers as a whole and of the Bank to apply a basis for determining the interest rate applicable to the Loan other than as provided in Article 3.04(b)(i) above, the Bank may

modify the basis for determining the interest rate applicable to the Loan upon not less than three (3) months' notice to the Borrower and the Guarantor of the new basis. The new basis shall become effective on the expiration of the notice period unless the Borrower or the Guarantor notifies the Bank during said period of its objection thereto, in which case said modification shall not apply to the Loan.

ARTICLE 3.05. Disbursements and Payments of Amortization and Interest in National Currencies.

(a) Amounts which are disbursed in the currency of the Borrower's country shall be applied against the Financing and owed in accordance with the equivalency in dollars of the United States of America as determined in accordance with the rate of exchange in effect on the date of the respective disbursement.

(b) Payments of amortization and interest shall be made in the currency disbursed, in an equivalent amount of dollars of the United States of America, as determined in accordance with the rate of exchange in effect on the payment date.

(c) For the purpose of determining the equivalencies stipulated in paragraphs (a) and (b) above, the relevant rate of exchange, in accordance with Article 3.06, shall be used.

ARTICLE 3.06. Rate of Exchange. (a) The rate of exchange to be used to determine the equivalency of the currency of the Borrower's country, in relation to dollars of the United States of America, shall be as follows:

- (i) The rate of exchange pursuant to the understanding in force between the Bank and the respective member country for the purposes of maintaining the value of the currency in conformity with the provisions of Article V, Section 3 of the Agreement Establishing the Bank.
- (ii) Should there be no agreement in force between the Bank and the respective member country with regard to the rate of exchange to be applied for the purpose of maintaining the value of its currency held by the Bank, the latter shall have the right to require that the rate of exchange to be applied for the purposes of payment of amortization and interest shall be that which on the due date is utilized by the Central Bank of the member country or by the corresponding monetary authority to sell dollars of the United States of America to residents of such country, other than government agencies, for the following transactions: (a) payment of principal and interest due; (b) remittance of dividends or other income from capital investments in the respective country; and (c) remittance of investment capital. In the event that there is no uniform rate of exchange for these three types of operations, the highest rate shall be applied, i.e., the rate representing the highest number of units of the currency of such country per dollar of the United States of America.

- (iii) If, on the date on which the payment is due, the foregoing rule cannot be applied because the operations referred to do not exist, payment shall be made on the basis of the most recent rate of exchange used for such operations within the thirty (30) days preceding the respective due date.
- (iv) If, notwithstanding the application of the foregoing rules, the effective rate of exchange for the purpose of determining payment cannot be ascertained, or if discrepancies arise in the determination thereof, the determination of the Bank shall prevail, taking into consideration the realities of the foreign exchange market of the member country concerned.
- (v) If, due to non-compliance with the foregoing rules, the Bank considers that any payment made in the respective currency has been insufficient, it shall so notify the Borrower immediately in order that the latter shall pay the difference within a period not greater than thirty (30) business days from receipt of the notification. If, on the other hand, the sum received by the Bank is higher than that due, it shall return the excess amount within the same time period.

(b) For the purpose of determining the equivalency in dollars of the United States of America of an expenditure incurred in the currency of the Borrower's country, the rate of exchange which is applicable on the date of payment of such expenditure shall be utilized, pursuant to paragraph (a) above. To that end, the date of payment of such expenditure shall mean the date on which the Borrower, the Executing Agency or any natural or juridical person in whom the power to incur expenditures has been vested makes the respective payments to the order of the contractor or supplier.

ARTICLE 3.07. Disbursements and Payments of Amortization and Interest in Single Currencies. For Single Currency Facility Loans, disbursements and payments of amortization and interest shall be in the Single Currency of the particular Loan.

ARTICLE 3.08. Valuation of Convertible Currencies. Whenever it shall be necessary pursuant to this Contract to determine the value of a currency of a country other than that of the Borrower in terms of another currency, such value shall be as reasonably determined by the Bank.

ARTICLE 3.09. Participations. (a) The Bank may cede to other public or private institutions, in the form of participations, the rights corresponding to the Borrower's pecuniary obligations under this Contract. The Bank shall promptly notify the Borrower of each assignment.

(b) Participations may be granted in respect of either of the following: (i) amounts of the Loan disbursed prior to execution of the participation agreement; or (ii) amounts of the Financing which are still undisbursed at the time of the participation agreement's execution.

(c) With the prior consent of the Borrower, the Bank may cede all or part of the undisbursed amount of the Financing to other public or private institutions. To that end, the portion subject to participation shall be denominated in terms of a fixed number of units of one or more convertible currencies. Likewise, with the Borrower's prior consent, the Bank may set, for the

portion subject to participation, an interest rate other than that established in the present Contract. Interest payments and amortization installments shall be made in the specified currency in which the participation was granted and on the dates specified in Article 3.01 of these General Conditions. After the final disbursement has been made, the Bank shall give the Borrower and the Participant a schedule of amortization.

ARTICLE 3.10. Application of Payments. All payments shall be applied first to returns of unjustified advances of funds, then to fees and interest due on the payment date, and if a balance exists, to the amortization of installments of principal due.

ARTICLE 3.11. Advance Payments. Upon advance notice in writing to the Bank of at least forty-five (45) days, the Borrower may pay, on one of the interest payment dates indicated in the Special Conditions, any part of the Loan prior to its maturity, provided that on the payment date no sum is owing in respect of fees or interest. Unless otherwise agreed in writing, each partial advance payment shall be applied to unpaid installments of principal in the inverse order of their maturity.

ARTICLE 3.12. Receipts. At the request of the Bank, the Borrower shall sign and deliver to the Bank, upon the completion of disbursements, a receipt or receipts for the amounts disbursed.

ARTICLE 3.13. Transactions Falling Due on Public Holidays. Any payment or other transaction which, pursuant to this Contract, should be effected on Saturday, Sunday or a day which is a banking holiday according to the law of the place where it is required to be made, shall be considered validly effected if carried out on the first business day immediately thereafter, and in such case no penalty whatsoever shall apply.

ARTICLE 3.14. Place of Payments. All payments shall be made at the principal office of the Bank in Washington, District of Columbia, United States of America, unless the Bank designates another place or places for this purpose by written notification to the Borrower.

ARTICLE 3.15. Renunciation of Part of the Financing. The Borrower, with the concurrence of the Guarantor, if any, may renounce, by written notice to the Bank, its right to utilize any part of the Financing which has not been disbursed before the receipt of the notice, provided that the amounts foreseen in Article 5.03 of these General Conditions are not involved.

ARTICLE 3.16. Automatic Cancellation of Part of the Financing. Unless the Bank and the Borrower and the Guarantor, if any, expressly agree in writing to extend the term for making disbursements, that portion of the Financing not committed or disbursed, as the case may be, within the corresponding term, shall automatically be canceled.

CHAPTER IV

Conditions Relating to Disbursements

ARTICLE 4.01. Conditions Precedent to First Disbursement. The first disbursement of the Financing shall be subject to fulfillment of the following requirements to the satisfaction of the Bank:

(a) The Bank shall have received one or more well-founded legal opinions which establish, with citations of the pertinent constitutional, legal, and regulatory provisions, that the obligations undertaken by the Borrower in this Contract, and those of the Guarantor, if any, in the Guarantee Contract, are valid and enforceable. Such opinions shall also refer to any other legal question that the Bank may reasonably deem relevant.

(b) The Borrower, directly or through the Executing Agency, if any, shall have designated one or more officials to represent it in all acts relating to the implementation of this Contract and shall have furnished the Bank with authentic copies of the signatures of said representatives. Should two or more officials be designated, the designation shall indicate whether such officials may act separately or must act jointly.

(c) The Borrower, either directly or through the Executing Agency, if any, shall have demonstrated to the Bank that sufficient resources have been allocated to cover, at least during the first calendar year, the execution of the Project in accordance with the investment schedule referred to in the following paragraph. If this Financing constitutes a continuation of the same lending operation, the earlier stage or stages of which the Bank is Financing, the obligation set forth in this paragraph shall not be applicable.

(d) The Borrower, either directly or through the Executing Agency, if any, shall have presented to the Bank an initial report prepared in the form indicated by the Bank, which shall serve as the basis for the preparation and evaluation of the progress reports referred to in Article 7.03(a)(i) of these General Conditions. In addition to such other information as the Bank may reasonably request pursuant to the provisions of this Contract, the initial report shall set forth: (i) a plan for implementation of the Project including, except with respect to a program for the granting of credits, the plans and specifications deemed necessary by the Bank; (ii) a calendar or schedule of work or granting of credits, as the case may be; and (iii) a table of the source and use of funds setting forth a detailed schedule of investments in accordance with the categories of investment established in this Contract and an indication of the annual contributions needed from the various sources of funds from which the Project will be financed. If this Contract permits the recognition of expenditures made prior to its signature or to the date of the Resolution authorizing the Financing, the initial report shall include a statement of the investments and, in accordance with the objectives of the Financing, a description of works carried out under the Project or a statement as to credits granted, as the case may be, up to a date immediately preceding the report.

(e) The Borrower or Executing Agency shall have presented to the Bank the plan, catalog or code of accounts referred to in Article 7.01 of these General Conditions.

(f) The official auditing agency referred to in the Special Conditions shall have agreed to perform the auditing function foreseen in Article 7.03(b) of these General Conditions and in the Special Conditions, or the Borrower or the Executing Agency shall have agreed with the Bank with respect to a firm of independent public accountants to perform the above functions.

(g) The Bank shall have received a letter duly signed by the Borrower, with the express written conformity of the Guarantor, if applicable, confirming either its decision to maintain the interest rate alternative originally selected for the Financing as determined in Sections 1.02(b) and 2.02(a) of the Special Conditions, or its decision to elect to change the interest rate alternative of the Financing as determined in Section 2.03 of the Special Conditions of this Loan Contract. In case the Borrower, with the express written conformity of the Guarantor, if applicable, decides to elect to change the interest rate alternative of the Financing, the Borrower shall give written notice to the Bank of such election at least thirty (30) calendar days prior to presentation to the Bank of the request for the first disbursement of the Financing. For purposes of this notification, the Borrower shall use the form letter required by the Bank. Under no circumstances may such option be elected at any point in time which is later than thirty (30) calendar days prior to the presentation of the request for the first disbursement of the Financing.

ARTICLE 4.02. Period for Fulfilling the Conditions Precedent to First Disbursement. If within one hundred eighty (180) days from the effective date of this Contract, or within such longer period as the parties may agree in writing, the conditions precedent to the first disbursement established in Article 4.01 of these General Conditions and in the Special Conditions have not been fulfilled, the Bank may terminate this Contract by giving notice to the Borrower.

ARTICLE 4.03. Requisites for All Disbursements. For the Bank to make any disbursement, it shall be necessary that: (a) the Borrower, or the Executing Agency, if any, shall have submitted in writing a disbursement request and, in support thereof, shall have supplied to the Bank such pertinent documents and other background materials as the Bank may have required; provided, however, that for Loans in which the Borrower has opted to receive financing in a combination of Single Currencies, or in one or more Single Currencies, the request must indicate the specific amounts of the particular Single Currency(ies) requested for disbursement; (b) requests must be presented no later than thirty (30) calendar days in advance of the date of expiry of the term for disbursement or of any extension thereof which the Borrower and the Bank may have agreed to; (c) none of the circumstances described in Article 5.01 of these General Conditions shall have occurred; and (d) the Guarantor, if any, shall not be in non-compliance for more than one hundred twenty (120) days with any obligation to make payments to the Bank on any Loan or Guarantee.

ARTICLE 4.04. Disbursements for Technical Cooperation. If the Special Conditions contemplate the Financing of expenses for technical cooperation, the disbursements therefore may be made once the conditions established in Article 4.01(a) and (b) and in Article 4.03 of these General Conditions have been fulfilled.

ARTICLE 4.05. Charges for the Inspection and Supervision Fee. If the Bank determines that an amount shall be charged to cover its expenses for general inspection and supervision in accordance with the Special Conditions, the Bank will notify the Borrower and the latter will indicate whether it will pay the corresponding amount directly to the Bank or whether such amount

should be withdrawn and retained by the Bank from the resources of the Financing. Both the payment by the Borrower and the retention by the Bank of any fee allocated to general inspection and supervision will be carried out in the currency of the Loan.

ARTICLE 4.06. Disbursement Procedures. The Bank may make disbursements against the Financing: (a) by transferring to the order of the Borrower the sums to which it is entitled under this Contract; (b) by making payments on behalf of and in agreement with the Borrower to other banking institutions; (c) by establishing or replenishing the Revolving Fund referred to in Article 4.07 below; and (d) by utilizing such other method as the parties may agree upon in writing. Any banking expenses that may be charged by a third party in connection with disbursements shall be borne by the Borrower. Unless the parties agree otherwise, disbursements shall be made only in amounts of not less than the equivalent of one hundred thousand dollars of the United States of America (US\$100,000) each.

ARTICLE 4.07. Revolving Fund. (a) Upon fulfillment of the requirements set forth in Articles 4.01 and 4.03 of these General Conditions and the pertinent requirements established in the Special Conditions, the Bank may advance resources of the Financing for the purpose of establishing, increasing or replenishing a Revolving Fund to defray costs pertaining to the execution of the Project which, pursuant to provisions of this Contract, are eligible for financing with such resources.

(b) Except by express agreement between the parties, the amount of the Revolving Fund shall not exceed five percent of the amount of the Financing. Upon justified request, the Bank may increase or replenish the Revolving Fund as the resources are used, provided that the requirements of Article 4.03 of these General Conditions and those which may be established in the Special Conditions have been fulfilled. The Bank may also reduce or cancel the Revolving Fund should it determine that the resources provided through the Revolving Fund exceed the needs of the Project. The establishment and the replenishment of the Revolving Fund shall be regarded as disbursements for the purposes of this Contract.

(c) The plan, catalog or code of accounts that the Borrower or Executing Agency must present to the Bank in accordance with Article 4.01(e) of these General Conditions shall indicate the accounting method used by the Borrower to verify the transactions and statements of account of the Revolving Fund.

(d) Not later than thirty (30) days prior to the date agreed upon for the final disbursement of the Financing, the Borrower shall present a final justification of the use of the Revolving Fund and return any unused portion thereof.

(e) For Loans in which the Borrower has opted to receive financing in a combination of Single Currencies, or in one or more Single Currencies, the Borrower may, subject to availability in the undisbursed balance of the Loan, choose to receive disbursements for the Revolving Fund in any of the Single Currencies of the Loan, or in any combination thereof.

ARTICLE 4.08. Availability of Local Currency. The Bank shall be obliged to make disbursements to the Borrower in local currency only to the extent that the respective depository of the Bank has placed such currency at its effective disposition.

CHAPTER V

Suspension of Disbursements and Accelerated Maturity

ARTICLE 5.01. Suspension of Disbursements. The Bank, by written notice to the Borrower, may suspend disbursements if any of the following circumstances occurs and so long as it continues:

(a) Delay in the payment of any sums owed by the Borrower to the Bank for principal, fees, interest, return of advances of funds or for any other reason, under this Contract or any other Loan Contract entered into between the Bank and the Borrower.

(b) Nonfulfillment by the Borrower of any other obligation set forth in the Contract or in any other Contract entered into with the Bank for the Financing of the Project.

(c) Withdrawal or suspension from membership in the Bank of the country in which the Project is to be executed.

(d) The Project or the purposes of the Financing may be affected by: (i) any restriction, modification or alteration of the legal capacity, functions or assets of the Borrower or the Executing Agency; or (ii) any modification or change made without the written concurrence of the Bank of the basic conditions fulfilled before the approval of the Resolution authorizing the Financing or the signature of the Contract. In such cases, the Bank will have the right to require the Borrower and the Executing Agency to provide reasoned and detailed information. Only after hearing the Borrower or the Executing Agency and weighing the information or clarification received, or if the Borrower and the Executing Agency fail to respond, may the Bank suspend disbursements if it considers that the modifications made affect the Project substantially and unfavorably or make its execution impossible.

(e) The non-compliance on the part of the Guarantor, if any, of any obligation set forth in the Guarantee Contract.

(f) When the Borrower is not a member country, any extraordinary circumstance which, in the opinion of the Bank, makes it unlikely that the Borrower will be able to comply with the obligations established in this Contract or to fulfill the purposes for which it was entered into.

(g) If it is determined at any stage that evidence is sufficient to support a finding that an employee, agent, or representative of the Borrower, Executing Agency or Contracting Agency, has engaged in an act of fraud and corruption during the bidding process, negotiation of a contract, or the execution of the contract.

ARTICLE 5.02. Termination, Accelerated Maturity, or Partial Cancellation of Undisbursed Balances and other Measures.

(a) The Bank may terminate this Contract with respect to the part of the Financing not yet disbursed or may declare the entire loan or a portion thereof immediately due and payable, together with interest and commissions accrued up to the date of payment if: (i) any of the circumstances set forth in paragraphs (a), (b), (c) and (e) of the preceding article continues for more than sixty (60) days; or (ii) the information referred to in paragraph (d) of the preceding Article, or the clarifications or additional information presented by the Borrower or the Executing Agency or the Contracting Agency, if any, are not satisfactory to the Bank.

(b) The Bank may cancel the part of the Financing pertaining to the procurement of certain goods, works or related services, or consulting services, or may declare the portion of the loan pertaining to such items immediately due and payable, if it determines at any time that: (i) the procurement was carried out without following the procedures set forth in this Contract; or (ii) representatives of the Borrower, Executing Agency or Contracting Agency have committed any act of fraud or corruption, either in the process of selecting the contractor or supplier or consultant, or in the negotiation or execution of the respective contract, and the Borrower has not taken timely and remedial measures, observing the due process guarantees of the Borrowing country's legislation, and acceptable to the Bank.

(c) For the purposes of the above paragraph, acts of fraud and corruption shall be understood to include, but not be limited to, acts of: (i) a corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party; (ii) a fraudulent practice is any act or omission, including a misrepresentation, which misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation; (iii) a coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the actions of a party; and (iv) a collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(d) If, in accordance with the administrative procedures of the Bank, it is demonstrated that any firm, entity or individual bidding for or participating in a Bank-financed project including, *inter alia*, Borrower, bidders, suppliers, contractors, sub-contractors, concessionaires, applicants, consultants, Executing Agency or Contracting Agency (including their respective officers, employees and agents) has engaged in an act of fraud or corruption, the Bank may:

- (i) decide not to finance any proposal to award a contract or a contract awarded for works, goods, related services and consultant services financed by the Bank;
- (ii) suspend disbursement of the operation as described in Article 5.01 (g) above of these General Conditions, if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;

- (iii) cancel, and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract as described in Article 5.02 (b) above of these General Conditions, when there is evidence that the representative of the Borrower has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the Borrowing country's legislation;
- (iv) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
- (v) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under Bank-financed projects except under such conditions as the Bank deems to be appropriate;
- (vi) refer the matter to appropriate law enforcement authorities; and/or
- (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.

(e) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be public or private.

ARTICLE 5.03. Obligations not Affected. Notwithstanding the provisions of the foregoing Articles 5.01 and 5.02, none of the measures set forth in this Chapter shall affect the disbursement by the Bank of: (a) any amounts subject to the guarantee of an irrevocable letter of credit; and (b) any amounts which the Bank by specific written agreement with the Borrower or the Executing Agency, or the Contracting Agency, if any, has agreed to provide from the resources of the Financing to make payments to a contractor or supplier of goods and related services or consultant services. The exceptions set forth in subparagraph (b) shall not apply if the Bank determines that acts of fraud and corruption occurred with respect to the procurement of, or the negotiation or execution of the contract for, the works, goods and related services or consultant services.

ARTICLE 5.04. Non-waiver of Rights. Any delay by the Bank in the exercise of its rights pursuant to this Contract, or failure to exercise them, shall not be construed as a waiver by the Bank of any such rights nor as acquiescence in events or circumstances which, had they occurred, would have empowered it to exercise them.

ARTICLE 5.05. Provisions not Affected. The application of any of the measures provided for by this Chapter shall not affect the obligations of the Borrower established in this Contract, which shall remain in full force and effect, except that in case the entire Loan has been declared due and payable, only the pecuniary obligations of the Borrower shall continue in force.

CHAPTER VI

Execution of the Project

ARTICLE 6.01. General Provisions for Execution of the Project. (a) The Borrower undertakes that the Project shall be executed with due diligence in conformity with sound financial and technical practices, and in accordance with the plans, specifications, investment schedule, budgets, regulations, and other documents approved by the Bank. The Borrower further undertakes that its obligations shall be fulfilled to the satisfaction of the Bank.

(b) Any important modification in the plans, specifications, investment schedule, budgets, regulations or other documents which the Bank has approved, as well as any substantial change in the contract or contracts for goods or services which may be funded with the resources devoted to the execution of the Project, or in the categories of investment, shall require the written consent of the Bank.

ARTICLE 6.02. Prices and Public Tender. Contracts for execution of works, procurement of goods, and rendering of services for the Project shall be undertaken at a reasonable cost which shall generally be the lowest market price, taking into account quality, efficiency, and any other pertinent factors.

ARTICLE 6.03. Use of Goods. Except with the express authorization of the Bank, the goods acquired with the resources of the Financing shall be used exclusively for the purposes of the Project. Once the Project has been completed, the construction machinery and equipment utilized in the execution of the Project may be used for other purposes.

ARTICLE 6.04. Additional Resources. (a) The Borrower shall contribute in a timely manner all the resources in addition to those of the Loan which may be necessary for the complete and uninterrupted execution of the Project, the estimated amount of which is specified in the Special Conditions. If during the process of disbursement of the Financing an increase in the estimated cost of the Project arises, the Bank may require the modification of the investment schedule referred to in Article 4.01(d) of these General Conditions in order that the Borrower shall meet such increase.

(b) Beginning with the calendar year following the initiation of the Project and during the period of its execution, the Borrower shall demonstrate to the Bank in the first sixty (60) days of each calendar year that it will have available when needed the resources necessary to make the local contribution to the Project during that year.

CHAPTER VII

Records, Inspections and Reports

ARTICLE 7.01. Internal Control and Records. The Borrower or the Executing Agency, or the Contracting Agency, as the case may be, shall maintain an appropriate system of internal accounting and administrative controls. The accounting system shall be organized so as to provide

the necessary documentation to permit the verification of transactions and facilitate the timely preparation of financial statements and reports. The records of the Project shall be maintained for a minimum of three (3) years after the date of final disbursement of the Loan, in such a way that: (a) make it possible to identify the sums received from the various sources; (b) show, in accordance with the catalogue of accounts approved by the Bank, the investments in the Project, both with the resources of the Loan and with the other funds to be provided for its complete execution; (c) include sufficient detail to show the works performed, goods acquired and the services contracted, as well as the utilization of such works, goods and services; and (d) such documents include documentation relating to the bidding process and the execution of the contracts financed by the Bank including, but not limited to, bid requests, bid packages, summaries, bid evaluations, contracts, correspondence, work product and drafts, and invoices, including documents relating to the payment of commissions, and payments to agents, consultants and contractors; and (e) show the cost of the investments in each category and the progress of the works. With respect to credit programs, the records shall also detail the credits granted, the recoveries obtained, and the utilization of the funds recovered.

ARTICLE 7.02. Inspections. (a) The Bank may establish such inspection procedures as it deems necessary to assure the satisfactory development of the Project.

(b) The Borrower, the Executing Agency and the Contracting Agency, if any, shall permit the Bank to inspect at any time the Project, the equipment and materials involved therein, and to examine such records and documents as the Bank may deem pertinent. The personnel which the Bank shall send or designate as investigators, agents, auditors or experts for this purpose shall receive the complete cooperation of the respective authorities. All the costs relating to transportation, salaries, and other expenses of such personnel shall be borne by the Bank.

(c) The Borrower, the Executing Agency or the Contracting Agency, as the case may be, shall, upon request of an authorized representative of the Bank, provide to the Bank any documents, including procurement-related documents, that the Bank might reasonably request. In addition, the Borrower, the Executing Agency and the Contracting Agency shall make their personnel available, upon reasonable notice, to respond to questions from Bank personnel, which arise during the review or audit of such documents. The Borrower, the Executing Agency or the Contracting Agency, as the case may be, shall produce the documents in a timely manner or shall submit an affidavit to the Bank setting forth the reasons why the requested material is unavailable or is being withheld.

(d) If the Borrower, the Executing Agency or Contracting Agency, as the case may be, refuses to comply with the Bank's request, or otherwise obstructs the Bank's review of the matter, the Bank in its sole discretion, may take appropriate action against the Borrower, Executing Agency or Contracting Agency, as the case may be.

ARTICLE 7.03. Reports and Financial Statements. (a) The Borrower or the Executing Agency, as appropriate, shall present to the Bank the following reports, within the periods specified with respect to each:

- (i) Reports on the execution of the Project, within sixty (60) days following the end of each calendar Semester, or within such other period as the parties may agree, prepared in accordance with the relevant rules agreed to with the Bank.

- (ii) Such other reports as the Bank may reasonably request regarding the investment of the sums lent, the use of goods acquired with such sums, and the progress of the Project.
- (iii) Three copies of the financial statements for the entire Project as of the close of each fiscal year of the Executing Agency, and supplementary financial information relating to such statements. Such financial statements shall be submitted within one hundred twenty (120) days following the close of each fiscal year of the Executing Agency, beginning with the fiscal year in which the Project was initiated and during the period stipulated in the Special Conditions.
- (iv) When the Special Conditions so require, three copies of the financial statements of the Borrower as of the close of each fiscal year, and supplementary financial information relating to such statements. The financial statements shall be submitted during the period stipulated in the Special Conditions, beginning with the fiscal year in which the Project was initiated and within one hundred twenty (120) days following the close of each fiscal year of the Borrower. This obligation shall not apply if the Borrower is the Republic or the Central Bank.
- (v) When the Special Conditions so require, three copies of the financial statements of the Executing Agency as of the close of each fiscal year, and supplementary financial information relating to such statements. The statements shall be submitted during the period stipulated in the Special Conditions, beginning with the fiscal year in which the Project was initiated and within one hundred twenty (120) days following the close of each fiscal year of the Executing Agency.

(b) The statements and documents described in subparagraphs (a)(iii), (iv) and (v) shall be submitted with the opinion of the auditing entity specified in the Special Conditions of this Contract and in accordance with requirements satisfactory to the Bank. The Borrower or the Executing Agency, as the case may be, shall authorize the auditing entity to provide the Bank with any additional information it may reasonably request with respect to the financial statements and audit reports issued.

(c) In cases in which the audit is to be performed by an official auditing agency and such agency is unable to perform the audit in accordance with requirements satisfactory to the Bank or within the periods mentioned above, the Borrower or the Executing Agency shall contract the services of a firm of independent public accountants acceptable to the Bank. The services of a firm of independent public accountants may also be utilized if the contracting parties so agree.

CHAPTER VIII

Provision on Encumbrances and Exemptions

ARTICLE 8.01. Commitment on Encumbrances. If the Borrower should agree to create any specific encumbrance on all or part of its assets or revenues to secure an external debt, it shall at the same time create an encumbrance guaranteeing to the Bank, equally and proportionally, the fulfillment of the pecuniary obligations arising from this Contract. However, the foregoing shall not apply: (a) to encumbrances on goods used as security for payment of the unpaid balance of the purchase price; and (b) to encumbrances created in banking operations to secure payment of debts with maturities of not more than one year. In the event that the Borrower is a member country, the term “assets or revenues” shall mean all types of assets or revenues which belong to the Borrower or any of its dependent agencies which are not autonomous entities with their own separate capital.

ARTICLE 8.02. Tax Exemption. The Borrower undertakes to ensure that both the principal and the interest and other charges of the Loan shall be paid without any deduction or restriction whatsoever, exempt from any tax, fee, duty or charge established or that may be established by the laws of its country, and to pay any tax, fee, or duty applicable to the signing, negotiation, and execution of this Contract.

CHAPTER IX

Arbitration Procedure

ARTICLE 9.01. Composition of the Tribunal. (a) The Arbitration Tribunal shall be composed of three members to be appointed in the following manner: one by the Bank, another by the Borrower, and a third, hereinafter called the “Referee”, by direct agreement between the parties or through their respective arbitrators. If the parties or the arbitrators fail to agree on who the Referee shall be, or if one of the parties should not designate an arbitrator, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, one shall be appointed by the Referee. If either of the appointed arbitrators or the Referee is unwilling or unable to act or to continue to act, his successor shall be appointed in the same manner as for the original appointment. The successor shall have the same functions and faculties as his predecessor.

(b) If the controversy affects not only the Borrower but also the Guarantor, if any, both shall be considered a single party and consequently shall act jointly in the designation of the arbitrator and for the other purposes of the arbitration proceedings.

ARTICLE 9.02. Initiation of the Procedure. In order to submit the controversy to arbitration, the claimant shall address to the other party a written communication setting forth the nature of the claim, the satisfaction or compensation which it seeks, and the name of the arbitrator it appoints. The party receiving such communication shall, within forty-five (45) days, notify the adverse party of the name of the person it appoints as arbitrator. If, within thirty (30) days after delivery of such notification to the claimant, the parties have not agreed as to the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

ARTICLE 9.03. Convening of the Tribunal. The Arbitration Tribunal shall be convened in Washington, District of Columbia, United States of America, on the date designated by the Referee, and, once convened, shall meet on the dates which the Tribunal itself shall establish.

ARTICLE 9.04. Procedure. (a) The Tribunal shall be competent to hear only the matters in controversy. It shall adopt its own procedures and may on its own initiative designate whatever experts it considers necessary. In any case, it shall give the parties the opportunity to make oral presentations.

(b) The Tribunal shall proceed ex aequo et bono, basing itself on the terms of this Contract, and shall issue an award even if either party should fail to appear or present its case.

(c) The award shall be in writing and shall be adopted with the concurrent vote of at least two members of the Tribunal. It shall be handed down within approximately sixty (60) days from the date on which the Referee is appointed, unless the Tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The award shall be notified to the parties by means of a communication signed by at least two members of the Tribunal, and shall be complied with within thirty (30) days from the date of notification. The award shall be final and will not be subject to any appeal.

ARTICLE 9.05. Costs. The fees of each arbitrator shall be paid by the party which appointed him and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of the other persons who, by mutual agreement, they deem should take part in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself shall determine the compensation which may be reasonable for such persons under the circumstances. Each party shall defray its own expenses in the arbitration proceedings, but the expenses of the Tribunal shall be borne equally by the parties. Any doubt regarding the division of costs or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal.

ARTICLE 9.06. Notification. All notifications relative to the arbitration or to the award shall be made in the manner provided in this Contract. The parties waive any other form of notification.

THE ANNEX

THE PROGRAM

Support for a Seamless Education System Program

I. Objective

- 1.01** The proposed operation is a multi-phase operation with three phases. The Government of Trinidad and Tobago identified Early Childhood Care and Education (ECCE) and primary education as priority areas for this Program. Therefore, the Program aims to improve: (i) equity, quality and relevance of educational services provided to all children in ECCE and primary education; and (ii) sector management, including Program management, and evaluation and monitoring.
- 1.02** This Program will be implemented in a representative group of primary schools and a select group of ECCE centres; it will be accompanied by efforts to strengthen institutional capacity of Ministry of Education (MOE).

II. Description

Component 1: Increase equity and quality of educational services to all children

- 2.01** The objective of this component is to increase access to quality ECCE services for three and four year old children from disadvantaged families through government, government assisted and private initiatives/partnerships and to strengthen the capacity of the primary schools to accommodate and successfully deliver quality education to students with a wide range of learning needs, including the gifted and talented.
- 2.02 Subcomponent ECCE.** Key activities in this subcomponent include the construction, upgrading and equipping of 50 ECCE centres, according to the new standards and the development and implementation of an extensive training program for all centres staff. Of these centres, 39 will be built using loan resources and 11 will be financed with government resources. In addition, the MOE will establish selection criteria for admission of children in the centres, which will be outlined in the Implementation Manual. In particular, the Program will support the development of a plan to integrate the principles and child learning standards outlined in the curriculum guide into teacher training materials that are used in pre-service and in-service training, materials for parents, and other ECCE resources. In addition, the ECCE unit will receive technical assistance to strengthen its capacity to implement the proposed management models, and to develop a coordinated information system that collects data on both child assessment and program evaluation to inform decision making at the national and local levels. Finally, the unit will also receive technical support to design and follow-up measurements for a longitudinal study on children to determine the impact of ECCE during the Program's three phases.
- 2.03 Subcomponent inclusive education.** This subcomponent will support the establishment of 12 demonstration schools (six ECCE and six primary schools) to model inclusive education

practices in regular schools and classrooms, and to provide a knowledge base for best practices to meet diverse student needs. In these demonstration schools, the Program will: (i) enhance the knowledge, skills, and capacity of classroom teachers, special education teachers, support services personnel and administrators to meet the learning needs of all students; (ii) finance specialized support services for students with special needs in the areas of school and clinical psychology, and speech and language pathology for the demonstration schools; (iii) support the development of a strategy to institutionalize the universal screening of all students at an early age; (vi) upgrade schools with appropriate facilities and support to enable multiple dimensions of access and participation; and (vii) design and implement a coordinated system of monitoring and evaluation to address identified needs and priorities. Efforts will also be made to disseminate at the national, regional and local levels the policy for inclusive education.

Component 2: Improve quality and relevance for primary education

- 2.04** This component aims at the articulation of the primary curriculum with curricula at both the secondary and ECCE levels accompanied by new assessment methods, integration of Inclusive Education (IE) in the primary curriculum, and the introduction of Spanish as the first foreign language.
- 2.05 Subcomponent Curriculum.** The Program will provide assistance for the: (i) revision of the primary curriculum in seven subject areas and the subsequent production and distribution of curriculum and teacher guides including appropriate instructional materials; (ii) development of performance standards that extend from ECCE through secondary education; (iii) revision of the current literacy strategy; (iv) definition of new teaching methods taking into account possible gender biases in teaching and the integration of Information and Communications Technology (ICT) into instruction; (v) development of a coherent curriculum and assessment framework; and (vi) support for the implementation of all initiatives in the representative sample of primary schools through the Curriculum Implementation Support Team (CIST).
- 2.06 Subcomponent assessment and testing.** The component will finance among other activities: (i) provision of technical assistance to revise the assessment manual/guide in articulation with the revised curriculum; (ii) provide support for MOE's continued participation in Progress In International Reading Study (PIRLS) 2011; and (iii) training for Division of Education Research and Evaluation (DERE) staff. In addition, loan resources will be used to train members of the Curriculum Implementation Support Team (CISTs) in the revised assessment methods to enable them to train teachers and principals in the selected schools. Furthermore, to fully support the activities related Component 2, all selected primary schools will have the opportunity to receive school development grants that will support identified activities to improve overall school performance.
- 2.07 Subcomponent Spanish as the first foreign language.** To support the introduction of Spanish, the Program will finance: (i) Spanish immersion training for teachers in the selected primary schools; (ii) technical assistance to develop a Memorandum of Understanding between MOE, the Ministry of Foreign Affairs and teacher training institutions in Spanish Speaking Countries for a cultural assistance program utilizing native Spanish speakers; (iii) costs associated with a housing allowance, medical costs, travel expenses, and English courses of the foreign teachers in T&T; (iv) a study tour to learn how other countries introduced the teaching

of a foreign language on a national scale; (v) instructional materials and resources for the schools; (vi) revision of the Spanish curriculum; (vii) creation of virtual networks among Spanish teachers, schools and other countries; and (viii) a fund to support activities for Spanish in select primary schools.

Component 3: Sector management

2.08 The overall objective of this component is to strengthen MOE and to help it carry out existing and new mandates in a seamless and efficient manner.

2.09 To this end, the Program will support among other activities: (a) the expansion of MOE's Information Technology (IT) systems; (b) institutional strengthening of key divisions as well as the SES oversight committee; (c) professional development for managers to strengthen their capacity to direct and manage the ongoing and proposed organizational changes; and (d) creation of a teaching career system and regulation of the teaching profession.

a. **IT systems.** The Program will provide resources for the design and implementation of an Educational Management and Human Resource Information System and a Registry Management and File Management and Tracking System. All initiatives building on ongoing IT initiatives.

b. **Institutional strengthening of MOE key divisions and the Seamless Education System (SES) oversight committee to perform its function consistent with their terms of reference.** MOE is currently in the process of restructuring the Educational Planning Division program resources will be used to provide technical assistance for the reengineering and reorganization of the Educational Planning Division as well as training of staff to support implementation of the new structure which, among other things, aims at strengthening the unit's capacity to develop and evaluate policy and to collect and analyze data resulting in more timely and reliable educational statistics. The Human Resource Division is charged with the design and implementation of the performance evaluation system for administrators. To complete this task, the division will require both technical assistance and staff training. The Oversight Committee will receive technical assistance to develop action plans for harmonizing inter-ministerial and school efforts.

c. **Professional development for MOE managers.** Technical assistance and training opportunities will be provided to senior managers to strengthen their management skills to better guide MOE staff through the organizational changes that MOE is undertaking.

d. **Teaching career and profession.** To better structure and organize the teaching profession and careers, the Program will support the following key activities: (i) establishment of a National Council for Teaching and Teacher Education (NCTTE) with the mandate to regulate the teaching profession by providing the standards for entry into and advancement throughout the teaching profession, establishing teacher licensing and registration requirements; (ii) the conduct of a baseline survey of teacher performance; (iii) the assessment of the implementation of MOE's Performance Management and Appraisal Process (PMAP); (iv) the design

and implementation of an induction programme using a mentor model; and
(v) training for staff of the Secretariat of the NCTTE/TE&TTPU.

Component 4: Social marketing campaign

- 2.10 Social Marketing Campaign.** To increase the involvement of stakeholders in the education sector, loan resources will be used for a social marketing campaign that speaks to MOE's efforts in: (i) ECCE, particularly to promote public-private partnerships and the ways they support children, families, teachers and communities; (ii) inclusive education; (iii) curriculum and assessment; (iv) the introduction of Spanish; (v) MOE's reform efforts and internal communication to inform staff about the pending organizational changes; and (vi) strengthen the capacity of MOE's communication unit.

III. Cost and Financing

- 3.01** The estimated cost of the Program is the equivalent of sixty two million five hundred thousand dollars (US\$62,500,000) in accordance with the following investment categories and sources of financing:

Cost and Financing Table
(in US\$)

Categories	Bank	Counterpart	Total	%
1. Increased access and equity	34,098,388	10,747,340	44,845,728	71.7%
1.1 Early Childhood Care and Education	28,600,690	10,534,300	39,134,990	62.6%
1.2 Promoting inclusiveness and equity	5,497,698	213,040	5,710,738	9.1%
2. Improved quality and relevance	5,996,065	1,995,805	7,991,870	12.7%
2.1 Primary education (Curriculum).	2,154,708	1,995,805	4,150,513	6.6%
2.2 Testing and assessment	1,769,057	-	1,769,057	2.8%
2.3 Spanish as the first foreign language	2,072,300	-	2,072,300	3.3%
3. Sector management and project administration	4,005,654	1,006,855	5,012,509	8.1%
3.1 MOE strengthening	2,037,616	-	2,037,616	3.3%
3.2 Professional development	817,038	466,855	1,283,893	2.1%
3.3 Project administration	1,151,000	540,000	1,691,000	2.7%
4. Sensitization and social communication	1,252,000	-	1,252,000	2.0%
4.1 Sensitization and social communication (Components 1 & 2)	1,252,000	-	1,252,000	2.0%
5. Monitoring and evaluation	1,785,000	-	1,785,000	2.9%
5.1 Component monitoring and evaluation	1,135,000	-	1,135,000	1.8%
5.2 Mid term and final evaluation	500,000	-	500,000	0.8%
5.3 Audit	150,000	-	150,000	0.3%
6. Contingency	1,612,893	-	1,612,893	2.6%
Total	48,750,000	13,750,000	62,500,000	100%
Percentage	78.00%	22.00%	100%	

IV. Execution

- 4.01** The Program Preparation Unit will turn into the Programme Coordination Unit (PCU) with some additional staff, following a matrix-model. That is, the PCU will coordinate and support MOE in the implementation of the Program activities, however, technical responsibility lies within MOE's line units. The PCU will be headed by one coordinator

supported by one technical coordinator for pedagogy and one for institutional development. All positions will have an assistant. Furthermore, the PCU will have one procurement specialist and one accounting specialist who both will have support from an assistant. Staff will be both: MOE secondments and new recruits.

- 4.02** In addition to the PCU, MOE will create an in-house Technical and Advisory Steering Committee (TASC) that will direct and guide the implementation of this operation. Led by the Chief Education Officer, members will include the directors of the various line units and a Bank representative. It has the mandate to guide implementation of all SES activities but mainly serves as a body that will anticipate, identify and resolve implementation bottlenecks. The Steering Committee will report to the Permanent Secretary; and the Educational Planning Division will act as its technical and administrative Secretariat.
- 4.03** To expedite communications and activities between the various divisions (i.e. Curriculum, Educational Planning, Division of Educational Research and Evaluation, Student Support Services, ECCE, Human Resources, and Professional Development), a Technical Assistant working full-time will be contracted for each line unit to facilitate and coordinate the work related to the project. These persons will provide technical support to divisional managers/ Component leaders. MOE will identify and appoint dedicated personnel for each of the components who will form part of the core implementation team. Pending the results of an annual performance evaluation, MOE will have an option to renew the contracts of these Technical Assistants for future phases. Further technical support at the regional level will be outlined in the operations manual.
- 4.04** Based on lessons learn from previous Programs, MOE will form curriculum writing teams from whom staff for the proposed interdisciplinary CIST will be selected. CIST members will be trained in the following areas: curriculum implementation, instructional design, new teaching and assessment strategies, Spanish, ICT skills, selection and design of instructional materials, and inclusive education. The CIST will also contribute to monitoring and evaluation efforts through data collection at the school level. The selection criteria for the CIST will require the non-objection of the Bank. Based in the Regional Offices, the CISTs will provide regular support and assistance to the selected primary schools in the implementation of all activities.
- 4.05** The Project Coordination Unit (PCU) will: (i) implement an integrated accounting system for the management of the Program accounts; (ii) maintain adequate financial and accounting records of the Program funds and internet control systems to allow for verification of transactions, identification of the sources and uses of Program funds, provide documentation to verify transactions and to facilitate timely preparation of financial statements and reports; and (iii) contract suitably qualified and experienced personnel for the Program accounting. Program financial and accounting records will be arranged so that: (i) the amounts received from the various sources can be easily identified; (ii) Program expenses are reported in accordance with the chart of accounts approved by the Bank, with distinction made between the Bank loan and funds from other sources; and (iii) the necessary details are included to identify goods acquired and services contracted, as well as their use.
- 4.06** The PCU will be responsible for: (i) preparing annual operating plans for submission and non-objection by the Bank; (ii) ensuring the achievement of outcomes through the

monitoring of indicators; (iii) preparing and submitting disbursement requests to the Bank and the corresponding justification of expenses; (iv) preparing and submitting to the Bank the annual financial Program expenses, and the semi-annual Revolving Fund Status Reports; (v) preparing semi-annual Program reports; and (vi) maintaining an adequate documentation filing system.

V. Monitoring and Evaluation

5.01 MOE will receive technical assistance to develop a comprehensive evaluation and monitoring framework to inform subsequent phases of the Program. Among the innovative features included in this operation are: (i) the evaluation of the various ECCE models with respect to their cost effectiveness and the quality of care provided using an instrument to assess school readiness; (ii) a longitudinal study to follow a cohort of children over a specific period of time to assess the impact of ECCE on their future education; (iii) an external evaluation of the demonstration schools and their cost effectiveness; (iv) monitoring of the teaching of Spanish and the implementation of the new curriculum; and (v) use of an experimental design to assess impact of initiatives at the selected primary schools vs. a control group and also national test results available by school. As indicated above, implementation in Phase I will be limited to a representative sample of primary schools with a control group.

5.02 The Borrower, through the Executing Agency, agrees to present the following evaluations:

- a. Within fifteen (15) months from the date of this Contract, the Borrower, through the Executing Agency, shall present for the Bank's approval, a mid-term evaluation prepared by an independent consultant assessing the progress towards the Program's objectives, including: (i) the indicators and triggers included in the results framework, and (ii) overall Program implementation and management. Based on this evaluation, a mid-term review of the Program will be conducted and, when necessary, recommendations will be made for improvements in Program execution and mid-course corrections will be implemented to address issues that were not originally anticipated.
- b. The Borrower, through the Executing Agency, will submit a final evaluation, prepared by an independent consultant, within three (3) years from the date of this Contract. Such evaluation will take into account the evolution of the main indicators of the Results Framework and will assess the sustainability of the main policy, institutional changes and management practices for education.
- c. The Borrower, through the Executing Agency, will collect, store and retain all necessary information, indicators and parameters, including the annual plans, the mid-term review, and the final evaluation and will make them available, as necessary, to the Bank and to the independent auditors.