

CONFORMED COPY

LOAN NUMBER 3112 IND

(Public Works Institutional Development  
and Training Project)

between

REPUBLIC OF INDONESIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT

Dated August 24, 1989

LOAN NUMBER 3112 IND

LOAN AGREEMENT

AGREEMENT, dated August 24, 1989, between REPUBLIC OF INDONESIA (the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

WHEREAS the Borrower, having satisfied itself as to the feasibility and priority of the Project described in Schedule 2 to this Agreement, has requested the Bank to assist in the financing of the Project; and

WHEREAS the Bank has agreed, on the basis, inter alia, of the foregoing, to extend the Loan to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Loan and Guarantee Agreements" of the Bank, dated January 1, 1985, with the last sentence of Section 3.02 deleted (the General Conditions) constitute an integral part of this Agreement.

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) "Dinas PUP" means the Borrower's Provincial Public Works Department;

(b) "FY" means the Borrower's fiscal year beginning April 1 and ending March 31;

(c) "KANWIL" means the provincial office of the Borrower's Central Government Ministries;

(d) "MPW" means the Borrower's Ministry of Public Works;

(e) "PMU" means the Project Management Unit referred to in Schedule 5, paragraph 3; and

(f) "Special Account" means the account referred to in Section 2.02 (b) of this Agreement.

## ARTICLE II

### The Loan

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Loan Agreement, various currencies that shall have an aggregate value equivalent to the amount of thirty-six million one hundred thousand dollars (\$36,100,000) as the sum of withdrawals of the proceeds of the Loan with each withdrawal valued by the Bank as of the date of such withdrawal.

Section 2.02. (a) The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project described in Schedule 2 to this Agreement and to be financed out of the proceeds of the Loan.

(b) The Borrower shall, for the purposes of the Project, open and maintain in dollars a special account in Bank Indonesia on terms and conditions satisfactory to the Bank. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 6 to this Agreement.

Section 2.03. The Closing Date shall be December 31, 1995 or such later date as the Bank shall establish. The Bank shall promptly notify the Borrower of such later date.

Section 2.04. The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one percent ( $3/4$  of 1%) per annum on the principal amount of the Loan not withdrawn from time to time.

Section 2.05. (a) The Borrower shall pay interest on the principal amount of the Loan withdrawn and outstanding from time to time at a rate per annum for each Interest Period equal to one-half of one percent per annum above the Cost of Qualified Borrowings for the last Semester ending prior to the commencement of such Interest Period.

(b) As soon as practicable after the end of each Semester, the Bank shall notify the Borrower of the Cost of Qualified Borrowings for such Semester.

(c) For purposes of this Section:

- (i) "Interest Period" means the six-month period commencing on each date specified in Section 2.06 of this Agreement, including the Interest Period in which this Agreement is signed.
- (ii) "Cost of Qualified Borrowings" means the cost of the outstanding borrowings of the Bank drawn down after June 30, 1982, expressed as a percentage per annum, as reasonably determined by the Bank.
- (iii) "Semester" means the first six months or the second six months of a calendar year.

Section 2.06. Interest and other charges shall be payable semiannually on April 15 and October 15 in each year.

Section 2.07. The Borrower shall repay the principal amount of the Loan in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

### ARTICLE III

#### Execution of the Project

Section 3.01. (a) The Borrower declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement, and, to this end, shall carry out the Project with due diligence and efficiency and in conformity with appropriate administrative, educational, engineering and financial practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Borrower and the Bank shall otherwise agree, the Borrower shall carry out the Project in accordance with the Implementation Program set forth in Schedule 5 to this Agreement.

Section 3.02. Except as the Bank shall otherwise agree, procurement of the goods, works and consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be governed by the provisions of Schedule 4 to this Agreement.

### ARTICLE IV

#### Financial Covenants

Section 4.01. (a) The Borrower shall maintain or cause to be maintained records and accounts adequate to reflect in accordance with sound accounting practices the operations, resources and expenditures in respect of the Project of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof.

(b) The Borrower shall:

- (i) have the records and accounts referred to in paragraph (a) of this Section including those for the Special Account for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Bank;
- (ii) furnish to the Bank as soon as available, but in any case not later than nine months after the end of each such year, the report of such audit by said auditors, of such scope and in such detail as the Bank shall have reasonably requested; and

(iii) furnish to the Bank such other information concerning said records and accounts and the audit thereof as the Bank shall from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Loan Account were made on the basis of statements of expenditure, the Borrower shall:

- (i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and accounts reflecting such expenditures;
- (ii) retain, until at least one year after the Bank has received the audit report for the fiscal year in which the last withdrawal from the Loan Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
- (iii) enable the Bank's representatives to examine such records; and
- (iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

#### ARTICLE V

##### Termination

Section 5.01. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

#### ARTICLE VI

##### Representative of the Borrower; Addresses

Section 6.01. The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Minister of Finance  
c/o Directorate General of Budget  
Jalan Lapangan Banteng Timur 2-4  
P.O. Box 139  
Jakarta, Indonesia

Cable address:

FINMINISTRY  
Jakarta

Telex:

44319 DEPKEU-IA  
45799 DJMLN-IA

For the Bank:

International Bank for  
Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433

United States of America

Cable address:

INTBAFRAD  
Washington, D.C.

Telex:

440098 (ITT)  
248423 (RCA) or  
64145 (WUI)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF INDONESIA

By /s/ A. S. Achjadi

Authorized Representative

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By /s/ Russell Cheetham

Acting Regional Vice President  
Asia

SCHEDULE 1

Withdrawal of the Proceeds of the Loan

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Loan, the allocation of the amounts of the Loan to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Loan Allocated (Expressed in Dollar Equivalent)	% of Expenditures to be Financed
(1) Civil works	800,000	30%
(2) Goods	7,600,000	100% of foreign expenditures, 85% of local expenditures (ex-factory cost) and 50% of local ex- penditures for other items pro- cured locally
(3) Consultants' services	15,800,000	100%
(4) Overseas training	1,600,000	100%
(5) Local training	3,200,000	55%
(a) for Part A.3 of the Project		

in FY 1992/93  
and thereafter

(b) other		
	Amount of the Loan Allocated (Expressed in Dollar Equivalent)	% of Expenditures to be Financed
(6) Incremental costs for:		
(a) FY 1989/90	300,000	100% of expendi- tures for appli- cations received on or before May 31, 1990
(b) FY 1990/91	1,300,000	95% of expendi- tures for applications received on or before May 31, 1991
(c) FY 1991/92	1,200,000	75% of expendi- tures for applications received on or before May 31, 1992
(d) FY 1992/93	1,200,000	65% of expendi- tures for applications received on or before May 31, 1993
(e) FY 1993/94	1,000,000	60% of expendi- tures for applications received on or before May 31, 1994
	Amount of the Loan Allocated (Expressed in Dollar Equivalent)	% of Expenditures to be Financed
(f) FY 1994/95	400,000	35% of expendi- tures for applications received on or before the Closing Date
(7) Unallocated	1,700,000	
	<hr/>	
TOTAL	36,100,000	

2. For the purposes of this Schedule:

(a) the term "foreign expenditures" means expenditures in the currency of any country other than that of the Borrower for goods or services supplied from the territory of any country other than that of the Borrower;

(b) the term "local expenditures" means expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower; and

(c) "incremental costs" means expenditures for the project for staff relocation, domestic travel and subsistence, consumables, and maintenance of facilities provided under the Project, but excludes salaries.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of: (a) payments made for expenditures prior to the date of this Agreement; and (b) expenditures in respect of Category (5) (a) of the table set forth in paragraph 1 of this Schedule until MPW's Center for Staff Training (PUSDIKLAT) shall have in operation a system, satisfactory to the Bank, for the management and coordination of the total public works staff training program.

## SCHEDULE 2

### Description of the Project

The objectives of the Project are to improve the coordination of planning and to contribute to the improvement of the implementation of public works activities, and to assist in implementation of the Borrower's policies for deconcentration and decentralization.

The Project consists of the following parts, subject to such modifications thereof as the Borrower and the Bank may agree upon from time to time to achieve such objectives:

#### Part A: Staff and Institutional Development

Strengthening the Provincial Offices of Central Government Ministries (KANWIL) and the Provincial Public Works Departments (Dinas PUP) by:

1. Implementing in all Provinces improved systems for staff planning, personnel information, career development, job analysis and performance appraisal.
2. Strengthening staff of the KANWIL and Dinas PUP to facilitate the transfer of responsibilities.
3. (a) Upgrading staff training and improving its efficiency and management; and (b) coordination of the total program of public works training.
4. Studying and preparing future local government institutional and manpower development projects.
5. Support for all of the above by the provision of technical assistance, training (overseas and local), materials, and incremental operating costs.

#### Part B: Improvement of Management Systems and Procedures

1. Improving management systems and procedures to improve the efficiency of the Borrower's public works programs and to facilitate efficient decentralization of responsibilities for public works from Central to Provincial and Local governments, including: information systems, coordination of planning and programming, foreign aid collaboration, financial management, control and audit, procurement, legal, libraries, archives and public information.
2. Support for the above by the provision of technical assistance, training (overseas and local), equipment, furniture, materials, and incremental operating costs.

#### Part C: Improvement of Quality Control of Construction

1. Upgrading of KANWIL laboratories in 18 Provinces to enable them to carry out a full range of testing of construction materials.
2. Establishment of an accreditation system to ensure laboratory standards.
3. Support for the above by the provision of technical assistance, local training, civil works, equipment, furniture, materials and incremental operating costs.

\* \* \* \* \*

The Project is expected to be completed by March 31, 1995.

### SCHEDULE 3

#### Amortization Schedule

Date Payment Due	Payment of Principal (expressed in dollars)*
April 15, 1995	665,000
October 15, 1995	690,000
April 15, 1996	715,000
October 15, 1996	740,000
April 15, 1997	770,000
October 15, 1997	800,000
April 15, 1998	830,000
October 15, 1998	860,000
April 15, 1999	895,000
October 15, 1999	930,000
April 15, 2000	965,000
October 15, 2000	1,000,000
April 15, 2001	1,040,000
October 15, 2001	1,080,000
April 15, 2002	1,120,000
October 15, 2002	1,165,000
April 15, 2003	1,210,000
October 15, 2003	1,255,000
April 15, 2004	1,300,000
October 15, 2004	1,350,000
April 15, 2005	1,405,000
October 15, 2005	1,460,000
April 15, 2006	1,515,000
October 15, 2006	1,570,000
April 15, 2007	1,630,000
October 15, 2007	1,695,000
April 15, 2008	1,760,000
October 15, 2008	1,825,000
April 15, 2009	1,895,000
October 15, 2009	1,965,000

\* The figures in this column represent dollar equivalents determined as of the respective dates of withdrawal. See General Conditions, Sections 3.04 and 4.03.

#### Premiums on Prepayment

Pursuant to Section 3.04 (b) of the General Conditions, the premium payable on the principal amount of any maturity of the Loan to be prepaid shall be the percentage specified for the applicable time of prepayment below:

Time of Prepayment

Premium

The interest rate (expressed as a percentage per annum) applicable to the Loan on the day of



	prepayment, by:	multiplied
Not more than three years before maturity	0.15	
More than three years but not more than six years before maturity	0.30	
More than six years but not more than 11 years before maturity	0.55	
More than 11 years but not more than 16 years before maturity	0.80	
More than 16 years but not more than 18 years before maturity	0.90	
More than 18 years before maturity	1.00	

#### SCHEDULE 4

##### Procurement and Consultants' Services

###### Section I. Procurement of Works and Goods

###### Part A: International Competitive Bidding

1. Except as provided in Part C hereof, goods shall be procured under contracts awarded in accordance with procedures consistent with those set forth in Sections I and II of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in May 1985 (the Guidelines).

2. Specialized training equipment for the six regional training centers (Schedule 2, Part A) and specialized equipment for public information (Schedule 2, Part B) would be grouped, to the extent practicable, in packages estimated to cost \$200,000 equivalent or more.

###### Part B: Preference for Domestic Manufacturers

In the procurement of goods in accordance with the procedures described in Part A hereof, goods manufactured in Indonesia may be granted a margin of preference in accordance with, and subject to, the provisions of paragraphs 2.55 and 2.56 of the Guidelines and paragraphs 1 through 4 of Appendix 2 thereto.

###### Part C: Other Procurement Procedures

1. Civil works may be procured under contracts awarded on the basis of competitive bidding advertised locally, in accordance with procedures satisfactory to the Bank.

2. Office equipment, furniture, books and materials may be procured under contracts awarded on the basis of competitive bidding advertised locally, in accordance with procedures satisfactory to the Bank; provided that, packages of such items, estimated to cost not more than \$30,000 equivalent up to an aggregate amount not to exceed \$1,000,000 equivalent, may be procured under contracts awarded on the basis of comparison of price quotations solicited from a list of at least three suppliers eligible under the Guidelines, in accordance with the Borrower's procedures satisfactory to the Bank.

###### Part D: Review by the Bank of Procurement Decisions

1. Review of invitations to bid and of proposed awards and final contracts:

(a) With respect to each contract awarded in accordance with the procedures set out in Part A hereof the procedures set forth in paragraphs 2 and 4 of Appendix 1 to the Guidelines shall apply. Where payments for such contract are to be made out of the Special Account, such procedures shall be modified to ensure that the two conformed copies of the contract required to be furnished to the Bank pursuant to said paragraph 2 (d) shall be furnished to the Bank prior to the making of the first payment out of the Special Account in respect of such contract.

(b) With respect to each contract not governed by the preceding paragraph, the procedures set forth in paragraphs 3 and 4 of Appendix 1 to the Guidelines shall apply. Where payments for such contract are to be made out of the Special Account, said procedures shall be modified to ensure that the two conformed copies of the contract together with the other information required to be furnished to the Bank pursuant to said paragraph 3 shall be furnished to the Bank as part of the evidence to be furnished pursuant to paragraph 4 of Schedule 6 to this Agreement.

(c) The provisions of the preceding subparagraphs (a) and (b) shall not apply to contracts on account of which the Bank has authorized withdrawals from the Loan Account on the basis of statements of expenditure. Such contracts shall be retained in accordance with Section 4.01 (c)(ii) of this Agreement.

2. The figure of 15% is hereby specified for purposes of paragraph 4 of Appendix 1 to the Guidelines.

## Section II. Employment of Consultants

In order to assist the Borrower in carrying out the Project, the Borrower shall employ consultants whose qualifications, experience and terms and conditions of employment shall be satisfactory to the Bank. Such consultants shall be selected in accordance with principles and procedures satisfactory to the Bank on the basis of the "Guidelines for the Use of Consultants by World Bank Borrowers and by the World Bank as Executing Agency" published by the Bank in August 1981.

### SCHEDULE 5

#### Implementation Program

1. The Borrower shall establish, not later than November 30, 1989, and maintain for the period of the Project an Inter-ministerial Advisory Board to advise the Project Director on policy actions and decisions relevant to the Project and to maintain coordination between the agencies involved. The Board shall include representatives from the Ministry of Finance, Ministry of Home Affairs, National Development Planning Agency, State Ministry of Utilization of State Apparatus, Institute of Public Administration (LAN), and the Civil Service Commission, as well as from the three Directorates General and the Director of the Research and Development Agency of MPW.

2. The Borrower shall establish, not later than November 30, 1989, and maintain for the period of the Project, a Technical Committee to oversee the implementation of MPW's policies relating to the Project, to evaluate and monitor the quality and progress of Project development and implementation, and to review progress reports of the Project Management Unit. The Chairman of the Committee shall be selected by MPW, provided that such Chairman shall not be a member of the PMU. The Committee shall include the Project Manager, the relevant Bureau and Center heads of the Secretariate General of MPW, and the Secretaries of the three Directorates General, the Inspectorate General, the Research and Development Agency of MPW, and two provincial representatives selected from the heads of KANWIL and Dinas PUP.

3. The Borrower shall establish not later than November 30, 1989, and maintain a Project Management Unit (PMU) to be responsible for the overall planning, programming, coordination and budgetary control of the Project; the appointment of consultants and contractors; directing, monitoring and evaluating the work of the Project Implementation Units; and carrying out other duties as required by the Project Director.

4. The Borrower shall appoint consultants by February 28, 1990, to provide services for: (i) improved coordination of programming and planning; (ii) improved financial management; (iii) management information systems; and (iv) improved foreign aid collaboration.

5. The Borrower shall, by December 31, 1989, establish, and maintain for the period of the Project, an informatics policy working group to advise the Technical Committee on development, implementation, operation and maintenance of the management information system and in the coordination of the system.

6. The Borrower shall carry out the Project in accordance with an annual action plan satisfactory to the Bank.

7. The Borrower shall, by March 31, 1990 appoint MPW staff as task managers and counterparts to consultants and prepare their detailed terms of reference satisfactory to the Bank.

8. The Borrower shall, by October 31, 1991, carry out, through the Project Management Unit, a detailed evaluation of Project implementation, and furnish a copy of the Report of such evaluation to the Bank for review.

9. The Borrower shall, by October 31, 1992:

(a) appoint qualified and experienced persons to the key technical and administrative staff positions in the KANWIL and the Dinas PUP; and

(b) cause to be fully implemented the core management information system for the MPW, and for the KANWIL and Dinas PUP in the Provinces of North Sumatra, South Sumatra, West Java, Central Java, East Java, in DKI Jakarta, in the Special Province of Yogyakarta, and in the Provinces of Bali and South Sulawesi.

#### SCHEDULE 6

##### Special Account

1. For the purposes of this Schedule:

(a) the term "eligible Categories" means Categories (1), (2), (3), (4) and (5) set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

(b) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and

(c) the term "Authorized Allocation" means an amount equivalent to \$1,000,000 to be withdrawn from the Loan Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule.

2. Payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Bank has received evidence satisfactory to it that the Special Account has been duly opened, withdrawals of the

Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Borrower shall furnish to the Bank a request or requests for a deposit or deposits which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and deposit in the Special Account such amount or amounts as the Borrower shall have requested.

(b) (i) For replenishment of the Special Account, the Borrower shall furnish to the Bank requests for deposits into the Special Account at such intervals as the Bank shall specify.

(ii) Prior to or at the time of each such request, the Borrower shall furnish to the Bank the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and deposit into the Special Account such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been made out of the Special Account for eligible expenditures. All such deposits shall be withdrawn by the Bank from the Loan Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Borrower out of the Special Account, the Borrower shall, at such time as the Bank shall reasonably request, furnish to the Bank such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Bank shall not be required to make further deposits into the Special Account:

(a) if, at any time, the Bank shall have determined that all further withdrawals should be made by the Borrower directly from the Loan Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement; or

(b) once the total unwithdrawn amount of the Loan allocated to the eligible Categories less the amount of any outstanding special commitment entered into by the Bank pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the Loan Account of the remaining unwithdrawn amount of the Loan allocated to the eligible Categories shall follow such procedures as the Bank shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Bank shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Bank shall have determined at any time that any payment out of the Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Bank, the Borrower shall, promptly upon notice from the Bank: (A) provide such additional evidence as the Bank may request; or

(B) deposit into the Special Account (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Bank shall otherwise agree, no further deposit by the Bank into the Special Account shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Bank shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.

(c) The Borrower may, upon notice to the Bank, refund to the Bank all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Bank made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the Loan Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

