LOAN NUMBER 7422-JO

Loan Agreement

(Regional and Local Development Project)

between

THE HASHEMITE KINGDOM OF JORDAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated January 18, 2007

LOAN AGREEMENT

AGREEMENT dated January 18, 2007, between HASHEMITE KINGDOM OF JORDAN ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in the Loan Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II - LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, an amount of twenty million Dollars (\$20,000,000) ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Commitment Charge payable by the Borrower shall be equal to three-fourths of one percent (3/4 of 1%) per annum on the Unwithdrawn Loan Balance, subject to any waiver of a portion of such charge as may be determined by the Bank from time to time.
- 2.04 The Front-end Fee payable by the Borrower shall be equal to one percent (1.0%) of the Loan amount, subject to any waiver of a portion of such fee as may be determined by the Bank from time to time.
- 2.05 The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed Spread, subject to any waiver of a portion of such interest as may be determined by the Bank from time to time.
- 2.06 The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

ARTICLE III - PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out Parts A and D of the Project through LDD and cause Parts B and C of the Project to be carried out by CVDB in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV - REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely that CVDB's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of CVDB to perform any of its obligations under the Project Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs.
- 4.03. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is June 20, 2008.

ARTICLE V - EFFECTIVENESS

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Management Contract has been executed on behalf of the Borrower and CVDB.
- 5.02. The Additional Legal Matter consists of the following, namely, that the Management Contract has been duly authorized or ratified by the Borrower and CVDB and is legally binding upon the Borrower and CVDB in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI - REPRESENTATIVE; ADDRESSES

6.01. The Borrower's Representative is the Minister of Planning and International Cooperation.

6.02. The Borrower's Address is:

Ministry of Planning and International Cooperation Post Office Box 555, 11118 Amman, The Hashemite Kingdom of Jordan

Facsimile:

962-6-464-9341

6.03. The Bank's Address is:

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

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at District of Columbia, United States of America, as of the day and year first above written.

THE HASHEMITE KINGDOM OF JORDAN

By

/s/ Walid Al-Hadid Authorized Representative

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

/s/ Daniela Gressani Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to assist the Borrower in promoting regionally balanced local development through municipalities and other ancillary support mechanisms.

The Project consists of the following parts:

Part A: Strengthening National Level Institutions involved in the Municipal Sector and Project Management Support:

1. Institutional Strengthening of MOMA

Strengthening the capacity of MOMA leading to improvement of the overall delivery and management of municipal services and infrastructure through carrying out studies and assessments, provision of technical assistance and necessary equipment for *inter alia:* (a) strengthening oversight and review capacity of municipal budget preparation and execution; (b) restructuring the fiscal transfer formula; (c) establishing an integrated municipal monitoring and evaluation system and sector database; and (d) updating urban planning rules and regulations.

2. <u>Strengthening of Cities and Villages Development Bank</u>

Provision of technical assistance and necessary equipment for restructuring CVDB into a viable banking institution to efficiently serve municipalities including: (a) enhancement of CVDB's governance and organizational capacity: (b) development of analytical tools and procedures for identification and implementation of municipal infrastructures and services, including strengthening CVDB's credit risk analysis techniques and supporting the preparation of its business plan; (c) development of standardized training programs and curricula, trainer certification and training; and (d) strengthening of the regulatory environment governing CVDB operations, including standardization and upgrading of oversight and monitoring systems.

3. <u>Project Management</u>

Provision of assistance to LDD, including consultants' services to enable LDD to coordinate implementation. Acquisition of a vehicle to be used for the purposes of Project supervision.

Part B: Performance-Based Block Grants for Municipal Infrastructure and Services

1. Provision of PBBGs to support PBBG sub-projects for the delivery of basic municipal infrastructure and services such as solid waste equipment, water and sanitation

services and road maintenance and rehabilitation, to areas to be selected on the basis of agreed eligibility criteria.

2. Provision of PBBGs to support PBBG sub-projects to construct, develop and rehabilitate revenue-generating municipal assets including, without limitation, commercial markets, transport terminals, parking buildings, tourism facilities, and small and medium-sized slaughter houses.

3. Provision of consultant services to supervise and monitor the implementation and quality of PBBG sub-projects.

Part C: Municipal Capacity Building

Provision of technical assistance and equipment to strengthen municipalities in the sustainable delivery of municipal services including strengthening municipal budgeting, asset management, revenue generation, human resource capacity, investment project analysis, urban planning practices and feasibility study preparation.

Part D: Regional Economic Development Strategy and Investment Planning

Provision of technical assistance to strengthen regional development planning, and foster effective linkages and coordination among municipalities through the expansion of ongoing initiatives of LDD and the development of institutional arrangements for regional and local government coordination.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Management Contract

1. To facilitate the carrying out of CVDB's respective Parts B and C of the Project, the Borrower shall make part of the proceeds of the Loan available to CVDB under a Management Contract between the Borrower and CVDB, under terms and conditions approved by the Bank ("Management Contract").

2. The Borrower shall exercise its rights under the Management Contract in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Management Contract of any of its provisions.

B. Institutional Arrangements

1. The Borrower shall, and shall provide all assistance necessary to CVDB for CVDB to: (a) implement the Project in accordance with the provisions of the Operational Manual and the Environmental Management Plan; and (b) benefit from Part A.2 of the Project.

2. Except as the Bank shall otherwise agree, the Borrower shall not amend or waive any provision of the Operational Manual and or Environmental Management Plan if, in the opinion of the Bank, such amendment or waiver may materially and adversely affect the carrying out of the Project or the achievement of the objectives thereof.

3. The Borrower shall at all times maintain LDD throughout the duration of the Project, with adequate functions, staffing and resources satisfactory to the Bank. LDD shall be responsible for overall Project coordination including: (a) overseeing the implementation of Parts A and D of the Project; (b) the procurement and financial management processes under the Project; (c) maintenance of a Project management information system; and (d) preparation of Project reports.

4. The Borrower shall establish and maintain, throughout Project implementation, a steering committee composed of *inter alia* representatives from MOPIC, MOMA, MOF, CVDB and the Water Authority of Jordan. The steering committee shall be responsible for: (a) advising on and reviewing investment identification activities; (b) reviewing Project progress reports and updates submitted by LDD; (c) effective coordination and communication between different agencies, ministries and Project stakeholders; (d) ensuring timely resolution of implementation bottlenecks; and (e) monitoring Project progress and outputs.

5. The Borrower shall establish and maintain a technical committee and a local development donor coordination mechanism throughout Project implementation with functions, composition and resources satisfactory to the Bank.

6. The Borrower shall, not later than September 15, 2009, take all action necessary on its part to:

- (a) prepare and adopt an equalization transfer system setting out *inter alia* measures to ensure equitable distribution of resources amongst the municipalities;
- (b) adopt new urban planning standards and guidelines; and
- (c) adopt a comprehensive multi-agency local development strategy.

7. Beginning the second year of Project implementation, and in each year thereafter for the duration of the Project, the Borrower shall prepare, publish and distribute a joint MOMA and MOF annual report, in form and with substance satisfactory to the Bank, setting out the aggregate inter-governmental fiscal transfers including *inter alia* the overall annual transfer resource pool amount and the aggregate allocation for each municipality.

Section II. <u>Project Monitoring, Reporting, Evaluation</u>

A. **Project Reports**

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators agreed with the Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than one month after the end of the period covered by such report.

2. For purposes of Section 5.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than four (4) months prior to the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank as part of the Project Report, interim un-audited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.

3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. <u>Procurement</u>

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Schedule.

2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Schedule.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. **Particular Methods of Procurement of Goods and Works**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 3 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **National Competitive Bidding.** Except as otherwise provided in paragraph 3 below, goods and works shall be procured under contracts awarded on the basis of National Competitive Bidding procedures subject to the World Bank's national procurement procedures and the following additional procedures:

- (a) Standard bidding documents approved by the World Bank shall be used.
- (b) Invitations to bid shall be advertised in at least one widely circulated national daily newspaper and bidding documents shall be made available to prospective bidders, at least twenty-eight (28) days prior to the deadline for the submission of bids.
- (c) Bids shall not be invited on the basis of percentage premium or discount over the estimated cost.

- (d) Bidding documents shall be made available, by mail or in person, to all who are willing to pay the required fee.
- (e) Foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders.
- (f) Qualification criteria (in case pre-qualifications were not carried out) shall be stated in the bidding documents, and if a registration process is required, a foreign firm determined to be the lowest evaluated bidder shall be given reasonable opportunity of registering, without any hindrance i.e. no non-registration status should be considered as a non-eligibility-to-bid criterion.
- (g) Bidders may deliver bids, at their option, either in person or by courier service or by mail.
- (h) Bids shall be opened in public in one place preferably immediately, but no later than one (1) hour, after the deadline for submission of bids.
- (i) Evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format, and within the specified period, agreed with the World Bank.
- (j) Bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the World Bank.
- (k) Split award or lottery in award of contracts shall not be carried out. When two or more bidders quote the same price, an investigation shall be made to determine any evidence of collusion, following which: (A) if collusion is determined, the parties involved shall be disqualified and the award shall then be made to the next lowest evaluated and qualified bidder; and (B) if no evidence of collusion can be confirmed, then fresh bids shall be invited after receiving the concurrence of the World Bank.
- (1) Contracts shall be awarded to the lowest evaluated bidders within the initial period of bid validity so that extensions are not necessary. Extension of bid validity may be sought only under exceptional circumstances.
- (m) Extension of bid validity shall not be allowed without the prior concurrence of the World Bank: (A) for the first request for extension if it is longer than eight (8) weeks; and (B) for all subsequent requests for extensions irrespective of the period.
- (n) Negotiations shall not be allowed with the lowest evaluated or any other bidders.

- (o) Re-bidding shall not be carried out without the World Bank's prior concurrence.
- (p) All contractors or suppliers shall provide performance security as indicated in the contract documents. A contractor's or a supplier's performance security shall apply to a specific contract under which it was furnished.

3. **Other Methods of Procurement of Goods and Works**. The following methods, other than International Competitive Bidding and National Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan: (a) Shopping; and (b) Direct Contracting. The Procurement Plan shall specify the circumstances under which such methods may be used.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Selection Based on Consultants' Qualifications; (b) Selection of Individual Consultants; and (c) Single-Source Selection. The Procurement Plan shall specify the circumstances under which such methods may be used.

D. Review by the Bank of Procurement Decisions

1. The Procurement Plan shall set forth those contracts which shall be subject to the Bank's prior review. All other contracts shall be subject to post-review by the Bank.

2. Short lists composed entirely of national consultants. Short lists of consultants for services estimated to cost less than US\$200,000 equivalent per contract may be composed entirely of national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines.

Section IV. <u>Withdrawal of Loan Proceeds</u>

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank may specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such

instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of Loan Allocated (Expressed in U.S. Dollars)	Percentage of Expenditures to be Financed
(1) Goods	150,000	100% of foreign expenditures; 100% of local expenditures ,ex- factory , and 90% for all other items procured locally
(2) Performance-Based Block Grants	14,000,000	90% of amounts disbursed by CVDB
(3) Training & Workshops(a) for MOPIC/LDD(b) for CVDB	70,000 30,000	100%
(4) Consultant Services	3,850,000	90% for firms domiciled within the territory of the Borrower; 95% of local expenditures for services of individual consultants within the territory of the Borrower; 100% of foreign expenditures
(5) CVDB Management Fee	900,000	100%
(6) Front End Fee	0	Amount due under Section 2.04 of the loan agreement (waived)
(7) Unallocated	1,000,000	
Total	20,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$1,000,000 equivalent may be made for payments made prior to this date but on or after November 1, 2006, for Eligible Expenditures.

2. The Closing Date is December 31, 2011.

SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each April 15 and October 15 Beginning April 15, 2012 through April 15, 2023	4.17%
On October 15, 2023	4.09%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

- (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
- (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

- 3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
 - (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

APPENDIX

Section I. Definitions

- 1. "Beneficiary Municipality" means any municipality within the territory of the Borrower, meeting the eligibility criteria set forth in the Operational Manual for carrying out a PBBG Sub-Project (as defined hereinafter) under Part B of the Project, and to which the Borrower has made or proposes to make a PBBG.
- 2. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 3. "Co-financier" means the French Agency for Development (as hereinafter defined).
- 4. "Co-financing Agreement" means the agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing.
- 5. "Co-financing" means an equivalent amount in dollars of twenty million Euros (20,000,000) to be provided by the Co-financier to assist in financing a portion of Part B and Part C of the Project.
- 6. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004.
- 7. "CVDB's Legislation" means Law No. 63 of 1985 establishing the Cities and Villages Development Bank.
- 8. "CVDB" means Cities and Villages Development Bank, established pursuant to Law No. 63 of 1985, which is a Project Implementing Entity as the term is defined in the General Conditions.
- 9. "CVDB Management Fee" means the fee to be paid to CVDB for services provided in connection with the implementation of the Project.
- 10. "Environmental Management Plan" or "EMP" means a plan dated September 26, 2006, duly adopted by the Borrower, setting out: (i) the environmental mitigation and protection measures in respect of Project implementation of the respective parts of the Project; (ii) the design, construction, post-construction and operation stages of sub-Project implementation under Part B of the Project; (iii) institutional and financial aspects of implementing the EMP; and (iv) the administrative and monitoring arrangements to ensure the implementation of said measures, as such Plan may be amended from time to time with the prior approval of the Bank.

- 11. "French Agency for Development (<u>Agence Française</u> de <u>Développement</u>)" means a French public institution set up in form of a state-owned entity, as defined in its statutes contained in a decree dated October 30, 1992, having its headquarters at 5 rue Roland Barthes, 75598, Cedex, Paris 12, France.
- 12. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 1, 2005.
- 13. "LDD" means the local development department in charge of local development in the Borrower's Ministry of Planning and International Cooperation.
- 14. "Management Contract" means the agreement referred to in Section I.A of Schedule 2 to this Agreement pursuant to which the Borrower shall make a portion of the proceeds of the Loan available to CVDB.
- 15. "MOF" means the Borrower's ministry of finance and any successors thereto.
- 16. "MOMA" means the Borrower's ministry of municipal affairs and any successors thereto.
- 17. "MOPIC" means the Borrower's ministry of planning and international cooperation and any successors thereto.
- 18. "Operational Manual" means the Borrower's operational manual dated November 6, 2006, setting out *inter alia:* (i) the procurement, financial management, monitoring, evaluation and other guidelines and procedures to govern implementation of the Project; and (ii) the procedures, terms and conditions, and eligibility criteria for Beneficiary Municipalities to carry out PBBG sub-Projects under Part B of the Project including a positive list of eligible investments; as the same may be amended from time to time, in consultation with, and with the approval of, the Bank, and such term includes any schedules to the Operational Manual.
- 19. "PBBG Sub-Project" means a subproject, for carrying out activities under Part B of the Project, which meets the eligibility criteria set forth in the Operational Manual and which is to be carried out by a Beneficiary Municipality utilizing, *inter alia*, the proceeds of a PBBG.
- 20. "PBBG" means a performance-based block grant made or proposed to be made by the Borrower out of the proceeds of the Loan to a Beneficiary Municipality for carrying out a PBBG sub-Project.
- 21. "PDD" means CVDB's department of planning and development responsible for Project implementation and coordination for parts B and C of the Project.
- 22. "Procurement Guidelines" means the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004.

- 23. "Procurement Plan" means the Borrower's procurement plan for the Project, dated October 30, 2006 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
- 24. "Water Authority of Jordan" means the Borrower's water authority established under the Borrower's Law No. 34 as an independent entity.