

TF023249

SWISS GRANT RELATED TO CREDIT NUMBER 3231 ALB

Swiss Grant Agreement

(Structural Adjustment Credit)

between

ALBANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

as Administrator of Grant Funds
provided by the

Government of the Swiss Confederation

Dated March 29, 2001

TF023249

SWISS GRANT AGREEMENT

AGREEMENT, dated March 31, 2001 between ALBANIA (the Recipient) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) acting as Administrator (the Administrator) of grant funds provided by the GOVERNMENT OF THE SWISS CONFEDERATION (Switzerland).

WHEREAS (A) pursuant to a Development Credit Agreement (Structural Adjustment Credit), dated June 24, 1999, between the Recipient and the Association (the IDA Credit Agreement), the Association has agreed to extend to the Recipient a credit in an amount in various currencies equivalent to thirty-three million two hundred thousand Special Drawing Rights (SDR 33,200,000) to support the Recipient in the execution of the Program, as defined in the IDA Credit Agreement; and

(B) pursuant to an arrangement dated December 8, 1999, as amended, between Switzerland and International Bank for Reconstruction and Development (the Bank) and the Association, Switzerland has requested the Bank and the Association, and the Bank and the Association have agreed, to administer grant funds (the Grant) to be made available by Switzerland for the support of the Recipient in the execution of the Program, in accordance with the provisions of such arrangement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. (a) The following provisions of the General Conditions Applicable to Development Credit Agreements of the Association, dated January 1, 1985, as amended through December 2, 1997, with the modifications set forth in paragraph (b) of this Section (the General Conditions) constitute an integral part of this Agreement:

- (i) Article I;
 - (ii) Sections 2.01 (1), (2), (3), (4), (5), (7), (8), (9), (12) and (13), 2.02 and 2.03;
 - (iii) Sections 4.01 and 4.05;
 - (iv) Article V;
 - (v) Sections 6.01, 6.02 (a), (b), (c), (d), (e), (g), (h), and (l) 6.03, 6.04 and 6.06;
 - (vi) Section 8.01 (b);
 - (vii) Sections 9.01, 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08;
 - (viii) Article X; and
 - (ix) Article XI.
- (b) The General Conditions shall be modified as follows:
- (i) the term "Association", wherever used in the General Conditions, other than in Section 6.02 (e) thereof, means the International Development Association acting as Administrator of the Grant pursuant to the arrangement between Switzerland and the Bank and the Association referred to in Recital (B) of this Agreement, except that in Section 6.02, the term "Association" shall also include the International Development Association acting in its own capacity;
 - (ii) the term "Borrower", wherever used in the General Conditions, means the Recipient;
 - (iii) the term "Development Credit Agreement", wherever used in the General Conditions, means this Agreement except that in Section 6.02 (a), the term "Development Credit Agreement" means the IDA Credit Agreement;
 - (iv) the term "Credit", wherever used in the General Conditions, means the Grant;
 - (v) the term "Credit Account", wherever used in the General Conditions, means the Grant Account, an account opened by the Administrator on its books in the name of the Recipient to which the amount of the Grant is credited; and
 - (vi) the term "Deposit Account", wherever used in the IDA Credit Agreement, means the Grant Deposit Account, an account that the Borrower shall open, prior to furnishing to the Association the first request for withdrawal from the Grant Account, and thereafter

maintain in its central bank, on terms and conditions satisfactory to the Association, into which all withdrawals from the Grant Account shall be deposited by the Association; provided, however, that if the first request for withdrawal is in Dollars, the Grant Deposit Account may be the same as the Deposit Account under the IDA Credit Agreement; and

(vii) Section 4.01 shall be modified to read:

"Unless otherwise agreed by the Association, withdrawals from the Grant Account shall be made in the currency of the Grant, i.e. Swiss Francs (CHF)."

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions, in the Recitals to this Agreement and in the IDA Credit Agreement have the respective meanings therein set forth; and the terms "Swiss Francs" and "CHF" mean the currency of Switzerland.

ARTICLE II

The Grant

Section 2.01. The Administrator agrees to make available to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a Grant in an amount of five million Swiss Francs (CHF 5,000,000).

Section 2.02. The amount of the Grant may not be withdrawn from the Grant Account before the release of the first tranche pursuant to the IDA Credit.

Section 2.03. The Closing Date shall be June 30, 2001, or such later date as the Administrator shall establish. The Administrator shall promptly notify the Recipient of such later date.

ARTICLE III

Other Covenants

Section 3.01. Section 2.02 (c) and Article III of the IDA Credit Agreement, including the Schedules referred to therein, are hereby incorporated into this Agreement with the same force and effect as if they were fully set forth herein, it being understood that all references in said Articles to the "Association" shall be deemed to be references to the Association as Administrator of the Grant under this Agreement, all references to the "Borrower" shall be deemed to be references to the Recipient, and all references to the "Credit" and the "Credit Amount" and "Deposit Account" shall be deemed to be references to the Grant, the Grant Account and the Grant Deposit Account, respectively.

ARTICLE IV

Effectiveness

Section 4.01. This Agreement shall become effective upon its execution by the parties.

ARTICLE V

Representation

Section 5.01. The Minister of Finance of the Recipient is designated as representative of the Recipient for the purposes of Section 11.03 of the General Conditions.

Section 5.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:

Ministry of Finance
Bulevardi "Deshmoret e Kombit"
Tirana
Albania

Facsimile:

355 42 28494

For the Administrator:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

248423 (MCI) or
64145 (MCI)

(202) 477-6391

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

ALBANIA

By /s/ Anastas Angjeli

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
as Administrator of the Grant

By /s/ Andras Horvai

Authorized Representative

