

Public Disclosure Authorized

CONFORMED COPY

CREDIT NUMBER 3761-1 PAK
(Amendment)

Agreement Amending Development Credit Agreement

(Partnership for Polio Eradication Project)

between

ISLAMIC REPUBLIC OF PAKISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting in its own capacity and as Administrator of the Partnership for Polio
Eradication Trust Fund)

Dated October 29, 2004

**CREDIT NUMBER 3761-1 PAK
(Amendment)**

**AGREEMENT AMENDING
DEVELOPMENT CREDIT AGREEMENT**

AGREEMENT, dated October 29, 2004, between ISLAMIC REPUBLIC OF PAKISTAN acting by its President (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION acting in its own capacity and as Administrator of the Partnership for Polio Eradication Trust Fund (the Association).

WHEREAS (A) under an agreement dated June 11, 2003, between the Association and the Borrower (the Development Credit Agreement), the Association agreed to provide the Borrower with a credit in an amount equivalent to fourteen million seven hundred thousand Special Drawing Rights (SDR 14,700,000) to assist in financing the Partnership for Polio Eradication Project described in Schedule 2 to the Development Credit Agreement (the "Project");

(B) the Borrower has requested the Association to provide additional financial assistance in support of the Project by increasing the amount made available under the Development Credit Agreement by an amount in various currencies equivalent to fourteen million seven hundred thousand Special Drawing Rights (SDR 14,700,000); and

WHEREAS the Association has agreed, on the basis, *inter alia*, of the foregoing to extend such additional assistance to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Amendment to the Development Credit Agreement

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association, dated January 1, 1985 (as amended through October 6, 1999) (the General Conditions), constitute an integral part of this Agreement.

Section 1.02. The several terms defined in the Development Credit Agreement, the General Conditions and in the Preamble to this Amending Agreement have the respective meanings therein set forth.

Section 1.03. Section 1.02 of the Development Credit Agreement is amended as follows: (i) by deleting the word "and" at the end of Subsection (z); (ii) replacing the full stop at the end of Subsection (aa) by a semi-colon; and (iii) adding new Subsections (bb) and (cc) which shall read as follows:

“(bb) “Amending Agreement” means this Agreement Amending the Development Credit Agreement (Partnership for Polio Eradication Project) between the Borrower and the Association, dated October 29, 2004;

(cc) “Supplemental Credit” means a supplemental amount in various currencies equivalent to fourteen million seven hundred thousand Special Drawing Rights (SDR14,700,000) provided to the Borrower, on the terms and conditions set forth or referred to in this Amending Agreement.”

Section 1.04. Section 2.01 of the Development Credit Agreement is amended to read as follows:

“Section 2.01. The Association agrees to make available to the Borrower, on the terms and conditions set forth or referred to in the Development Credit Agreement, an amount in various currencies equivalent to twenty nine million four hundred thousand Special Drawing Rights (SDR29,400,000) (the Credit) which consists of: (a) an initial amount in various currencies equivalent to fourteen million seven hundred thousand Special Drawing Rights (SDR14,700,000) (the “Credit”); and (b) a supplemental amount in various currencies equivalent to fourteen million seven hundred thousand Special Drawing Rights (SDR14,700,000) (the “Supplemental Credit”).”

Section 1.05. A proviso is added at the end of Section 2.05 (b)(i) of the Development Credit Agreement reading as follows:

“; provided however that the commitment charge on the Supplemental Credit shall accrue from a date sixty (60) days after the date of the signing of the Amending Agreement.”

Section 1.06. Section 2.08(a) of the Development Credit Agreement is amended to read as follows:

“Section 2.08. (a) Subject to paragraphs (b), (c) and (d) below, the Borrower shall repay:

- (i) the principal amount of the Credit in semiannual installments payable on each February 1 and August 1 commencing August 1, 2013, and ending February 1, 2038. Each installment to and including the installment payable on February 1, 2023, shall be one and one-fourth percent (1-1/4%) of such principal amount, and each installment thereafter shall be two and one-half percent (2-1/2%) of such principal amount; and
- (ii) the principal amount of the Supplemental Credit in semiannual installments payable on each February 1 and August 1 commencing February 1, 2015, and ending August 1, 2039. Each installment to and including the

installment payable on August 1, 2024, shall be one and one-fourth percent (1-1/4%) of such principal amount, and each installment thereafter shall be two and one-half percent (2-1/2%) of such principal amount.”

Section 1.07. The table in paragraph 1 of Schedule 1 to the Development Credit Agreement (Withdrawal of the Proceeds of the Credit), is amended to read as set forth in Schedule 1 to this Amending Agreement.

Section 1.08. Except as expressly set forth in this Amending Agreement, all provisions of the Development Credit Agreement shall remain in full force and effect.

ARTICLE II

Effective Date; Termination

Section 2.01. The Amending Agreement shall not become effective until a legal opinion satisfactory to the Association, showing that the Amending Agreement has been duly authorized or ratified by, and executed and delivered on behalf of the Borrower and is legally binding upon the Borrower in accordance with its terms, has been received by the Association.

Section 2.02. This Amending Agreement shall come into force and effect on the date upon which the Association shall dispatch to the Borrower notice of its acceptance of the evidence required by Section 2.01 of this Amending Agreement.

Section 2.03. The date ninety (90) days after the date of this Amending Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions. If this Amending Agreement shall terminate under the provisions of this Section, the Development Credit Agreement shall continue in full force and effect, as if this Amending Agreement had not been executed.

ARTICLE III

Representatives of the Borrower; Addresses

Section 3.01. The Secretary to the Government of Pakistan, Economic Affairs Division, or any Additional Secretary, Joint Secretary, Deputy Secretary or Section Officer of that Division is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 3.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Economic Affairs Division
Islamabad
Pakistan

Cable address:	Telex:	Facsimile:
ECONOMIC Islamabad	ECDIV-05-634	92 51 9205971 92 51 9218976

For the Association:

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 in Islamabad, Pakistan, as of the day and year first above written.

ISLAMIC REPUBLIC OF PAKISTAN

By /s/ Waqar Masood Khan

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting in its own capacity and as Administrator of the
Partnership for Polio Eradication Trust Fund)

By /s/ John Wall

Country Director,
Pakistan

SCHEDULE 1

Withdrawal of the Proceeds of the Credit and the Supplemental Credit

The table below sets forth the Category of items to be financed out of the proceeds of the Credit and the Supplemental Credit, the allocation of the amount of the Credit and the Supplemental Credit to such Category and the percentage of expenditures for items so to be financed in such Category:

<u>Category</u>	<u>Amount of the Credit Allocated (Expressed in SDR Equivalent)</u>	<u>Amount of the Supplemental Credit (Expressed in SDR Equivalent)</u>	<u>% of Expenditures to be financed</u>
(1) Oral Polio Vaccine (OPV)	14,700,000	14,700,000	100% of foreign expenditures
TOTAL	<u>14,700,000</u>	<u>14,700,000</u>	

