

CREDIT NUMBER 2130 IN
LOAN NUMBER 3195 IN

Goa Project Agreement

(Technician Education Project)

among

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

and

STATE OF GOA

Dated July 8, 1993

CREDIT NUMBER 2130 IN
LOAN NUMBER 3195 IN

GOA PROJECT AGREEMENT

AGREEMENT, dated July 8, 1993, among INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association), INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank) and STATE OF GOA, acting by its Governor (Goa).

WHEREAS (A) by a Development Credit Agreement dated August 13, 1990 between India (the Borrower) and the Association for the Project described in Schedule 2 to the said Development Credit Agreement (the Project), the Association has agreed to make available to the Borrower an amount in various currencies equivalent to one hundred seventy eight million two hundred thousand Special Drawing Rights (SDR 178,200,000) to assist the Borrower and the Project States in carrying out the Project, on the terms and conditions set forth in the Development Credit Agreement;

(B) by a Loan Agreement dated August 13, 1990 between the Borrower and the Bank for the Project, the Bank has agreed to make available to the Borrower an amount in various currencies equivalent to twenty-five million dollars (\$25,000,000) to assist the Borrower and the Project States in carrying out the Project, on the terms and conditions set forth in the Loan Agreement;

(C) by a Project Agreement dated August 13, 1990 among the Association, the Bank and the Project States, the Project States have agreed to participate in carrying out of the Project and to

undertake their respective obligations set forth in the Project Agreement; and

WHEREAS Goa, in consideration of the Association's entering into the Development Credit Agreement with the Borrower, and Bank's entering into the Loan Agreement with the Borrower, has requested the Association and the Bank to participate in the Project as a Project State, and has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the Development Credit Agreement and the Loan Agreement as amended and in the General Conditions (as so defined in the Development Credit Agreement and the Loan Agreement, respectively) have the respective meanings therein set forth.

ARTICLE II

Execution of the Project

Section 2.01. (a) Goa declares its commitment to the objectives of the Project as set forth in Schedule 2 to the Development Credit Agreement, and, to this end, shall carry out Parts A, B.1, 8.2, B.3, B.4 and B.5, C.1, C.2, C.3, C.4 and C.5 and D of the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, and educational practices, and shall provide, or cause to be provided, 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 Association, the Bank and Goa shall otherwise agree, Goa shall carry out Parts A, B.1, B.2, B.3, B.4 and B.5, C.1, C.2, C.3, C.4 and C.5 and D of the Project in accordance with the Implementation Program set forth in the Schedule to this Agreement.

Section 2.02. Except as the Association and 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 Credit and the Loan shall be governed by the provisions of Schedule 1 to the Project Agreement.

Section 2.03. Goa shall carry out the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions applicable to the Development Credit Agreement and in Sections 9.04, 9.05, 9.06, 9.07, 9.08 and 9.09 of the General Conditions applicable to the Loan Agreement (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of the Goa Project Agreement, and Parts A, B.1, B.2, B.3, B.4 and B.5, C.1, C.2, C.3, C.4 and C.5 and D of the Project.

Section 2.04. (a) Goa shall, at the request of the Association and the Bank, exchange views with the Association and the Bank with regard to the progress of the Project, the performance of its obligations under this Agreement, and other matters relating to the purposes of the Credit and the Loan.

(b) Goa shall promptly inform the Association and the Bank of any condition which interferes or threatens to interfere with the progress of the Project, the accomplishment of the purposes of the Credit or the Loan, or the performance by Goa of its obligations under this Agreement.

ARTICLE III

Financial Covenants

Section 3.01. (a) Goa shall maintain 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 and agencies of Goa responsible for carrying out the Project, or any part thereof.

(b) Goa shall:

- (i) have the records and accounts referred to in paragraph (a) of this Section for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association and the Bank;
- (ii) furnish to the Association and the Bank as soon as available, but in any case not later than nine months after the end of each such year, a certified copy of the report of such audit by said auditors, of such scope and in such detail as the Association and the Bank shall have reasonably requested; and
- (iii) furnish to the Association and the Bank such other information concerning said records, accounts and financial statements as well as the audit thereof, as the Association and the Bank shall from time to time reasonably request.

ARTICLE IV

Effective Date; Termination; Cancellation and Suspension

Section 4.01. This Agreement shall come into force and effect on the date upon which the Association shall have notified the Borrower and Goa to this effect.

Section 4.02. (a) This Agreement and all obligations of the Association, the Bank and of Goa thereunder shall terminate on the earlier of the following two dates:

- (i) the date on which both the Development Credit Agreement and the Loan Agreement shall have terminated in accordance with their respective terms;
or
- (ii) the date twenty (20) years after the date of this Agreement.

(b) If the Development Credit Agreement or the Loan Agreement or both of the said Agreements terminate in accordance with their respective terms before the date specified in paragraph (a) (ii) of this Section, the Association or the Bank or both shall promptly notify Goa of this event.

Section 4.03. All the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the General Conditions applicable to the Development Credit Agreement or the Loan Agreement.

ARTICLE V

Miscellaneous Provisions

Section 5.01. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such

notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex or radio gram to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For the Association:

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

Cable address: Telex:

INDEVAS	197688 (TRT)
Washington, D.C.	248423 (RCA)
	64145 (WUI) or
	82987 (FTCC)

For the Bank:

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

Cable address: Telex:

INTBAFRAD	197688 (TRT)
Washington, D.C.	248423 (RCA)
	64145 (WUI) or
	82987 (FTCC)

For Goa:

Chief Secretary
Government of Goa
Panaji
India

Telex:

194276

Section 5.02. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of Goa may be taken or executed by its Chief Secretary or such other person or persons as Goa shall designate in writing, Goa shall furnish to the Association and the Bank sufficient evidence of the authority and the authenticated specimen signature of each such person.

Section 5.03. As long as the Bank has not given notice to the contrary to Goa and so long as the Development Credit Agreement shall not have terminated prior to the termination of the Loan Agreement:

(a) the obligations of Goa to consult with, and to furnish information, documents, plans, reports, records and statements to, the Bank shall be satisfied to the extent performance in respect of such obligations is rendered to the Association;

(b) the obligations of the Bank to consult with, and to furnish information to, Goa shall be satisfied to the extent such obligations are fulfilled by the Association; and

(c) all actions taken (including the giving of approvals or granting of waivers) by the Association pursuant to the Development

Credit Agreement shall be deemed to be taken pursuant to both the Development Credit Agreement and the Loan Agreement, and in the name and on behalf of both the Association and the Bank.

Section 5.04. This Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

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.

INTERNATIONAL DEVELOPMENT ASSOCIATION
INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

By /s/ D. Joseph Wood
Regional Vice President
South Asia

STATE OF GOA

By /s/ N. Valluri
Authorized Representative
SCHEDULE

Implementation Program

1. Goa shall (a) provide additional staff to its Board of Technical Education, Directorate of Technical Education, State Project Implementation Unit, polytechnics, and other related institutions in accordance with an agreed Key Additional Staffing Plan; and (b) institute a Faculty Development System for technical teachers in accordance with a plan satisfactory to the Association and the Bank.
2. Goa shall develop and expand diploma programs for women and in conjunction therewith make concurrent efforts, including the establishment of a special cell in each women's polytechnics, to identify and obtain suitable employment opportunities for women in new disciplines.
3. Goa shall introduce in a phased manner the Multi-Point Entry and Credit System in selected disciplines and polytechnics.
4. Goa shall promote close interaction of polytechnics with industry by (a) developing and implementing Industry-Institute programs satisfactory to the Association and the Bank; and (b) constituting an Industry-Institute Cell at each polytechnic and Directorate of Technical Education and appointing advisory committee and Industrial Liaison and Placement Officers to head the said Industry-Institute Cells.
5. Goa shall, by December 31, 1993, review the current practices and levels of internal revenue generation for its polytechnics and develop plans to increase internal revenue generation through various ways and means.
6. Goa shall cause its polytechnics to charge fees to recover the full costs for continuing education programs being administered by them for public and private sector industry.
7. Goa shall (a) provide adequate resources for its polytechnics for the maintenance of buildings and equipment, and (b) delegate appropriate financial powers to polytechnic principals to enable

then to undertake annual maintenance programs at its polytechnics.

8. Goa shall prepare and furnish to the Association and the Bank by December 31 of each year, draft annual plans for the next fiscal year for (a) the introduction of new technician programs in their respective polytechnics, (b) the construction of new and rehabilitation of existing facilities, and (c) training of teachers including local and foreign fellowships.

9. Goa shall, in conjunction with the Borrower, the Association and the Bank, undertake an annual review of Project progress on the basis of monitor able benchmarks agreed to by Goa, the Association and the Bank.

