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CREDIT NUMBER 4989-UG

# Financing Agreement

(Financial Sector Development Policy Credit)

between

REPUBLIC OF UGANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 11, 2011

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**CREDIT NUMBER 4989-UG**

**FINANCING AGREEMENT**

AGREEMENT dated August 11, 2011, entered into between the REPUBLIC OF UGANDA (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, *inter alia*, of: (a) the actions which the Recipient has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement; and (b) the Recipient’s maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore 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 this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to thirty million nine hundred thousand Special Drawing Rights (SDR 30,900,000) (variously, “Credit” and “Financing”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are June 15 and December 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with repayment schedule set forth in Schedule 2 to this Agreement.
- 2.07. The Payment Currency is Dollar.

### **ARTICLE III — PROGRAM**

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program and the actions specified in Section I of Schedule 1 to this Agreement;
  - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
  - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension is that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Condition of Effectiveness is that the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is its Minister responsible for finance.

6.02. The Recipient's Address is:

Ministry of Finance, Planning and Economic Development  
P.O. Box 8147

Kampala

The Republic of Uganda

Cable:	Telex:	Facsimile:
FINSEC	61170	230163

6.03. The Association's Address is:

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)	1-202-477-6391

AGREED at Kampala, Republic of Uganda, as of the day and year first above written.

**REPUBLIC OF UGANDA**

**By: /s/ Matia Kasaija**

**Authorized Representative**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By: /s/ Mercy Tembon**

**Authorized Representative**

**SCHEDULE 1****Program Actions; Availability of Financing Proceeds****Section I. Actions Taken Under the Program**

The actions taken by the Recipient under the Program include the following:

1. In accordance with paragraph 3.1.1 of the Letter of Financial Sector Development Policy, the Recipient has conducted an independent review of the NSSF investment policies and practices.
2. In accordance with paragraph 3.1.1 of the Letter of Financial Sector Development Policy, the Recipient has undertaken an actuarial evaluation and simulation of the reform options for PSPF.
3. In accordance with paragraph 3.1.1 of the Letter of Financial Sector Development Policy, the Recipient has submitted the URBRA Bill to its Parliament.
4. In accordance with paragraph 3.1.3 of the Letter of Financial Sector Development Policy, the Recipient has put in force regulations to implement the Mortgage Act.
5. In accordance with paragraph 3.1.2 of the Letter of Financial Sector Development Policy, the Recipient has adopted a policy paper on PPP, prepared and submitted the PPP Bill to the Recipient's Cabinet, and established the PPP Unit on a non statutory basis.
6. In accordance with paragraph 3.2.1 of the Letter of Financial Sector Development Policy, the Recipient has adopted the Complementary Financial Institutions Statutory Instruments and submitted the FIA Amendments to the Recipient's Cabinet.
7. In accordance with paragraph 3.2.3 of the Letter of Financial Sector Development Policy, the Recipient has put in force the Small Claims Procedure Rules.
8. In accordance with paragraph 3.2.2 of the Letter of Financial Sector Development Policy, the Recipient has issued the Consumer Protection Guidelines.

**Section II. Availability of Financing Proceeds**

- A. General.** The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.
- B. Allocation of Financing Amounts.** The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing. The allocation of the amounts of the Financing to this end is set out in the table below:

<b>Allocations</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>
(1) Single Withdrawal Tranche	30,900,000
<b>TOTAL AMOUNT</b>	<b>30,900,000</b>

**C. Withdrawal Tranche Release Conditions.**

No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient; and (b) with the adequacy of the Recipient's macroeconomic policy framework.

**D. Deposits of Financing Amounts.** Except as the Association may otherwise agree:

1. The Recipient shall open, prior to furnishing to the Association the first request for withdrawal from the Financing Account, and thereafter maintain the following two deposit accounts ("Deposit Accounts") on terms and conditions satisfactory to the Bank:
  - (a) a deposit account in United States Dollars ("Foreign Currency Deposit Account"); and
  - (b) a deposit account in Ugandan Shillings ("Local Currency Deposit Account").
2. All withdrawals from the Financing Account shall be deposited by the Association into the Foreign Currency Deposit Account. Upon each deposit of an amount of the Financing into the Foreign Currency Deposit Account, the Recipient shall deposit an equivalent amount into the Local Currency Deposit Account. All amounts withdrawn from the Local Currency Deposit Account shall be used exclusively for budgeted public expenditures.

- E. Audit.** Upon the Association's request, the Recipient shall:
1. have both Deposit Accounts audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
  2. furnish to the Association as soon as available, but in any case not later than four months after the date of the Association's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association; and
  3. furnish to the Association such other information concerning the Deposit Accounts and their audit as the Association shall reasonably request.
- F. Excluded Expenditures.** The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.
- G. Closing Date.** The Closing Date is June 30, 2012.



**SCHEDULE 2****Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each June 15 and December 15:	
commencing December 15, 2021 to and including June 15, 2031	<b>1%</b>
commencing December 15, 2031 to and including June 15, 2051	<b>2%</b>

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

## APPENDIX

### Section I. Definitions

1. “Complementary Financial Institutions Statutory Instruments” means the Recipient’s Statutory Instruments adopted on September 16, 2010 under sections 40(1), 131, and 131(1)(g), Act No.2 of the FIA Act, comprised of: (i) the Financial Institutions (Consolidated Supervision) Regulations 2010 SI 44; (ii) the Financial Institutions (External auditors) Regulations 2010 SI 45; (iii) the Financial Institutions (Anti-Money laundering) Regulations SI 46; and (iv) the Financial Institutions (Foreign Exchange Business) Rules 2010 SI 47.
2. “Consumer Protection Guidelines” means the “Bank of Uganda Financial Consumer Protection Guidelines, 2011,” issued by the Bank of Uganda on May 27, 2011 and aimed at establishing a proportionate and effective financial consumer protection regime and build the credibility of the sector.
3. “Deposit Accounts” means both the Foreign Currency Deposit Account and the Local Currency Deposit Account.
4. “Excluded Expenditure” means any expenditure:
  - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another credit, grant or loan;
  - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)

525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
  - (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party;
  - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
  - (f) with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.
5. "FIA Amendments" means the proposed amendments to the Recipient's Financial Institutions Act, 2004, submitted to the Recipient's Cabinet on November 26, 2010 as per Cabinet Memorandum CT (2010) 150 "Proposed Amendments to the Financial Institutions Act, 2004".
  6. "Foreign Currency Deposit Account" means the account referred to in Part D. 1 (a) of Section II of Schedule 1 to this Agreement.

7. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010 with the modifications set forth in Section II of this Appendix.
8. “Letter of Financial Sector Development Policy” means the letter from the Recipient to the Association dated May 26, 2011 declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.
9. “Local Currency Deposit Account” means the account referred to in Part D. 1 (b) of Section II of Schedule 1 to this Agreement.
10. “MOFPED” means the Recipient’s Ministry of Finance, Planning and Economic Development.
11. “Mortgage Act” means the Recipient’s Mortgage Act 2009, published in the Recipient’s official journal dated October 30, 2009.
12. “NSSF” means the Recipient’s National Social Security Fund established pursuant to the Recipient’s National Social Security Fund Act 1985 (Laws of Uganda, Chapter 222).
13. “PPP” means public-private partnerships.
14. “PPP Bill” means the Recipient’s Public Private Partnerships Bill submitted to the Recipient’s Cabinet on May 11, 2011 as per the Cabinet Memorandum CT (2011) 29 “Public-Private Partnership Bill, 2011”.
15. “PPP Unit” means the Recipient’s non-statutory unit established within MOFPED for the purposes of assuming the responsibilities incurred through implementation of the PPP Bill upon its passing into law by the Parliament.
16. “Program” means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the Letter of Financial Sector Development Policy.
17. “PSPF” means the Recipient’s Public Service Pension Fund established pursuant to the Recipient’s Pension Act 1994 (Laws of Uganda, Chapter 286).
18. “Single Withdrawal Tranche” means the amount of the Financing allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.
19. “Small Claims Procedure Rules” means the Recipient’s rules of procedure as adopted under the amendments to the Recipient’s Judicature Act, Section 41, Cap 13 contained in the Recipient’s statutory instrument entitled “The Judicature

(Small Claims Procedure) Rules, 2011,” executed by the Recipient’s Chief Justice on March 31, 2011.

20. “URBRA Bill” means the Recipient’s Uganda Retirement Benefits Regulatory Authority Bill submitted to the Recipient’s Parliament on April 16, 2010.

## **Section II. Modifications to the General Conditions**

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.
3. Sections 4.01 (*Project Execution Generally*), and 4.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article IV are renumbered accordingly.
4. Paragraph (a) of Section 4.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.
5. Paragraph (c) of Section 4.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

“Section 4.06. *Plans; Documents; Records*

... (c) The Recipient shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Financing until two years after the Closing Date. The Recipient shall enable the Association’s representatives to examine such records.”

6. Section 4.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

“Section 4.07. *Program Monitoring and Evaluation*

... (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing.”

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:
- (a) The definition of the term “Eligible Expenditure” is modified to read as follows:

“‘Eligible Expenditure’ means any use to which the Financing is put in support of the Program, other than to finance expenditures excluded pursuant to the Financing Agreement.”
  - (b) The term “Financial Statements” and its definition as set forth in the Appendix are deleted in their entirety.
  - (c) A new term called “Interest Charge” is added to read as follows:

“‘Interest Charge’ means the interest charge specified in the Financing Agreement for the purpose of Section 3.02(b).”
  - (d) The term “Payment Date” is modified by inserting the words “Interest Charges” between the words “Service Charges” and “Commitment Charges”.
  - (e) The term “Project” is modified to read “Program” and its definition is modified to read as follows:

“‘Program’ means the program referred to in the Financing Agreement in support of which the Financing is made.” All references to “Project” throughout these General Conditions are deemed to be references to “Program”.