

CONFORMED COPY

CREDIT NUMBER 2906 BOS

Development Credit Agreement

(Emergency Demobilization and Reintegration Project)

between

BOSNIA AND HERZEGOVINA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 31, 1996

CREDIT NUMBER 2906 BOS

DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated July 31, 1996, between BOSNIA AND HERZEGOVINA (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS the Borrower, having satisfied itself as to the feasibility and priority of the Project described in Schedule 2 to this Agreement, has requested the Association to assist in the financing of the Project; and

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

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association, dated January 1, 1985, with the modifications set forth below (the General Conditions) constitute an integral part of this Agreement:

(a) The second sentence of Section 5.01 is modified to read:

"Except as the Association and the Borrower shall otherwise agree, no withdrawals shall be made: (a) on account of expenditures in the territories of any country which is not a member of the Bank or for goods produced in, or

services supplied from, such territories; or (b) for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Association, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations."

(b) The last sentence of Section 3.02 is deleted.

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) "Canton" means an administrative sub-division of the Federation or Republika Srpska, as the case may be;

(b) "Executive Committee" means the respective executive committee of FETF and RETF comprised of the executive director of the training department, the financial director of the training department and two members of the board of trustees of the respective FETF and RETF;

(c) "Federation" means the Federation of Bosnia and Herzegovina, a political subdivision of the Borrower, and includes any successor or successors thereto;

(d) "FETF" means the Employment and Training Foundation, a legal entity established or to be established under the laws of the Federation, and includes any successor thereto acceptable to the Association;

(e) "FETF Subsidiary Financing and Project Implementation Agreement" and "RETF Subsidiary Financing and Project Implementation Agreement" mean the agreements to be entered into between the Borrower, the Federation and FETF and the Borrower, Republika Srpska and RETF, respectively, pursuant to the provisions of Section 3.02 (a) of this Agreement;

(f) "Municipality" means an administrative sub-division of the Federation or Republika Srpska, as the case may be;

(g) "NGO" means a non-governmental organization;

(h) "other target groups" means displaced persons, war victims, the disabled, widows and the general unemployed;

(i) "Republika Srpska" means a political subdivision of the Borrower, and includes any successor or successors thereto;

(j) "RETF" means the Employment and Training Foundation, a legal entity established or to be established under the laws of Republika Srpska, and includes any successor thereto acceptable to the Association;

(k) "Service Provider" means a Municipality, NGO, a public or private enterprise or education or training institution that has been selected to provide services under the Project;

(l) "Subsidiary Credit" means a credit made or proposed to be made out of the proceeds of the Credit under the FETF or RETF Subsidiary Financing and Project Implementation Agreement pursuant to the provisions of Section 3.02 of this Agreement;

(m) "Subsidiary Grant" means a grant made or proposed to be made out of the proceeds of the Subsidiary Credit under the FETF or RETF Subsidiary Financing and Project Implementation Agreement pursuant to the provisions of Part A.2 of the Implementation Program set forth in Schedule 5 to this Agreement;

(n) "Special Accounts" means the accounts referred to in Section 2.02 (b) of this Agreement;

(o) "Sub-project" means any sub-project selected for financing under Parts A.2 and A.3 and Parts B.2 and B.3 of the Project in accordance with the provisions of this Agreement;

(p) "Sub-project Agreement" means an agreement to be entered into between the FETF and a Service Provider and the RETF and a Service Provider pursuant to the provisions of Part B of the Implementation Program set forth in Schedule 5 to this

Agreement to finance the carrying out of any Sub-project; and

(q) "Subsidiary Financing and Project Implementation Agreements" means the agreements to be entered into pursuant to the provisions of Section 3.02 (a) of this Agreement.

ARTICLE II

The Credit

Section 2.01. The Association agrees to lend 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 five million three hundred thousand Special Drawing Rights (SDR 5,300,000).

Section 2.02. (a) The amount of the Credit may be withdrawn from the Credit Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Association shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Credit.

(b) The Borrower may, for the purposes of Part A of the Project, open and maintain on behalf of the Federation in Dollars a separate special deposit account in a bank, acceptable to the Association, on terms and conditions satisfactory to the Association, including appropriate protection against set-off, seizure or attachment. Deposits into, and payments out of, Special Account A shall be made in accordance with the provisions of Schedule 4 A to this Agreement.

(c) The Borrower may, for the purposes of Part B of the Project, open and maintain on behalf of Republika Srpska in Dollars a separate special deposit account in a bank, acceptable to the Association, on terms and conditions satisfactory to the Association, including appropriate protection against set-off, seizure or attachment. Deposits into, and payments out of, Special Account B shall be made in accordance with the provisions of Schedule 4 B to this Agreement.

Section 2.03. The Closing Date shall be January 31, 1999 or such later date as the Association shall establish. The Association shall promptly notify the Borrower of such later date.

Section 2.04. (a) The Borrower shall pay to the Association a commitment charge on the principal amount of the Credit not withdrawn from time to time at a rate to be set by the Association as of June 30 of each year, but not to exceed the rate of one-half of one percent (1/2 of 1%) per annum.

(b) The commitment charge shall accrue: (i) from the date sixty (60) days after the date of this Agreement (the accrual date) to the respective dates on which amounts shall be withdrawn by the Borrower from the Credit Account or canceled; and (ii) at the rate set as of the June 30 immediately preceding the accrual date or at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next payment date in that year specified in Section 2.06 of this Agreement.

(c) The commitment charge shall be paid: (i) at such places as the Association shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Borrower; and (iii) in the currency specified in this Agreement for the purposes of Section 4.02 of the General Conditions or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of that Section.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three fourths of one per cent (3/4 of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

Section 2.06. Commitment charges and service charges shall be payable semiannually on March 15 and September 15 in each year.

Section 2.07. (a) Subject to paragraphs (b) and (c) below, the Borrower shall repay the principal amount of the Credit in semi-annual installments payable on each March 15 and September 15 commencing September 15, 2006 and ending March 15, 2031. Each installment to and including the installment payable on March 15, 2016 shall be one and one-fourth per cent (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.

(b) Whenever: (i) the Borrower's gross national product per capita, as determined by the Association, shall have exceeded \$790 in constant 1985 dollars for five consecutive years, and (ii) the Bank shall consider the Borrower creditworthy for Bank lending, the Association may, subsequent to the review and approval thereof by the Executive Directors of the Association and after due consideration by them of the development of the Borrower's economy, modify the terms of repayment of installments under paragraph (a) above by requiring the Borrower to repay twice the amount of each such installment not yet due until the principal amount of the Credit shall have been repaid. If so requested by the Borrower, the Association may revise such modification to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the principal amount of the Credit withdrawn and outstanding from time to time, provided that, in the judgment of the Association, such revision shall not change the grant element obtained under the above-mentioned repayment modification.

(c) If, at any time after a modification of terms pursuant to paragraph (b) above, the Association determines that the Borrower's economic condition has deteriorated significantly, the Association may, if so requested by the Borrower, further modify the terms of repayment to conform to the schedule of installments as provided in paragraph (a) above.

Section 2.08. The currency of the United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Borrower declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement, and, to this end, shall cause FETF through the Federation and RETF through the Republika Srpska to respectively carry out Part A and Part B of the Project with due diligence and efficiency and in conformity with appropriate administrative, economic, financial, managerial and environmental practices, shall take or cause to be taken all actions, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable FETF and RETF to carry out their respective part of the Project, and shall not take or permit to be taken any action which would prevent or interfere with FETF and RETF carrying out their respective part of the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Borrower and the Association shall otherwise agree, the Borrower shall cause FETF through the Federation and RETF through the Republika Srpska to carry out their respective part of the Project in accordance with the provisions of the Implementation Program set forth in Schedule 5 to this Agreement.

Section 3.02. (a) The Borrower shall on-lend the proceeds of the Credit to the Federation and Republika Srpska for purposes of the Project under separate subsidiary financing and project implementation agreements to be entered into between the Borrower, the Federation and FETF and the Borrower, Republika Srpska and RETF in accordance with the provisions of the Implementation Program set forth in Schedule 5 to this Agreement.

(b) The Borrower shall exercise its rights under the FETF Subsidiary Financing and Project Implementation Agreement and RETF Subsidiary Financing and Project Implementation Agreement in such a manner so as to protect the interests of the Borrower and the Association, and to accomplish the purposes of the Credit and the objectives of FETF and RETF, and, except as the Association shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the FETF Subsidiary Financing and Project Implementation Agreement or RETF Subsidiary Financing and Project Implementation Agreement, or any provision thereof.

Section 3.03. Except as the Association shall otherwise agree, procurement of the goods and consultants' services required for the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 3 to this Agreement.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Borrower shall maintain or cause to be maintained 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 or agencies of the Borrower responsible for carrying out the Project or any part thereof.

(b) The Borrower shall:

(i) have the records and accounts referred to in paragraph (a) of this Section including those for the Special Accounts for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association, who shall be employed by October 31, 1996 on terms and conditions satisfactory to the Association;

(ii) furnish to the Association, as soon as available, but in any case not later than four (4) 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 shall have reasonably requested; and

(iii) furnish to the Association such other information concerning said records, accounts and the audit thereof as the Association shall from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Credit Account were made on the basis of statements of expenditure, the Borrower shall:

(i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and accounts reflecting such expenditures;

(ii) retain, until at least one year after the Association has received the audit report for the fiscal year in which the last withdrawal from the Credit Account or payment out of the Special Accounts was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

(iii) enable the Association's representatives to examine such records; and

(iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

ARTICLE V

Remedies of the Association

Section 5.01. Pursuant to Section 6.02 (h) of the General Conditions, the following additional events are specified:

(a) The Federation or FETF or Republika Srpska or RETF shall have failed to perform any of their respective obligations under the FETF Subsidiary Financing and Project Implementation Agreement and RETF Subsidiary Financing and Project Implementation Agreement.

(b) As a result of events which have occurred after the date of the Development Credit Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Federation or FETF or Republika Srpska or RETF will be able to perform their respective obligations under the FETF Subsidiary Financing and Project Implementation Agreement and RETF Subsidiary Financing and Project Implementation Agreement.

(c) The founding documents of FETF or RETF shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the operations or financial condition of FETF or RETF or their ability to carry out their respective part of the Project or to perform any of their respective obligations under the FETF Subsidiary Financing and Project Implementation Agreement and RETF Subsidiary Financing and Project Implementation Agreement.

(d) The Borrower or the Federation or Republika Srpska or any other authority having jurisdiction shall have taken any action for the dissolution or disestablishment of FETF or RETF or for the suspension of their operations.

Section 5.02. Pursuant to Section 7.01 (d) of the General Conditions, the following additional events are specified:

(a) The event specified in paragraph (a) of Section 5.01 of this Agreement shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Association to the Borrower.

(b) Any event specified in paragraph (c) or (d) of Section 5.01 of this Agreement shall occur.

ARTICLE VI

Effective Date; Termination

Section 6.01. The following events are specified as additional conditions to the effectiveness of the Development Credit Agreement within the meaning of Section 12.01 (b) of the General Conditions:

(a) the FETF has been established in form and substance satisfactory to the Association;

(b) the FETF Subsidiary Financing and Project Implementation Agreement has been executed by the parties thereto; and

(c) a contract has been signed for the provision of technical support to FETF and RETF.

Section 6.02. The following is specified as an additional matter, within the meaning of Section 12.02 (b) of the General Conditions, to be included in the opinion or opinions to be furnished to the Association, namely, that the FETF Subsidiary Financing and Project Implementation Agreement has been duly executed by the parties thereto and is legally binding upon them in accordance with its terms.

Section 6.03. The date sixty (60) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 6.04. The obligations of the Borrower under Article III of this Agreement shall cease and determine on the date on which the Development Credit Agreement shall terminate or on the date twenty years after the date of this Agreement, whichever shall be the earlier.

ARTICLE VII

Representatives of the Borrower; Addresses

Section 7.01. The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Ministry of Finance
Mehmeda Spahe 5
71000 Sarajevo
Bosnia and Herzegovina

For the Association:

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

Cable address:

Telex:

INDEVAS
Washington, D.C.

248423 (RCA)
82987 (FTCC)
64145 (WUI) or
197688 (TRT)

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.

BOSNIA AND HERZEGOVINA

By /s/ Sven Alkalaj

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Christine Wallich

Acting Regional Vice President
Europe and Central Asia

SCHEDULE 1

Withdrawal of the Proceeds of the Credit

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Credit, the allocation of the amounts of the Credit to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Credit Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
(1) Goods and equipment		100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 85% of local expend- itures for other items procured locally
(a) under Part A of the Project	700,000	
(b) under Part B of the Project	350,000	
(2) Job counseling and training		100%
(a) under Part A of the Project	2,580,000	
(b) under Part B of the Project	1,290,000	
(3) Consultants' services		100%
(a) under Part A of the Project	70,000	
(b) under Part B of the Project	70,000	
(4) Unallocated		
(a) under Part A of the Project	150,000	

(b) under Part B 90,000
of the Project

TOTAL 5,300,000

2. For the purposes of this Schedule:

(a) the term "foreign expenditures" means expenditures in the currency of any country other than that of the Borrower for goods or services supplied from the territory of any country other than that of the Borrower; and

(b) the term "local expenditures" means expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower; provided, however, that if the currency of the Borrower is also that of another country from the territory of which the goods or services are supplied, expenditures in such currency for such goods or services shall be deemed to be "foreign expenditures".

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures: (a) prior to the date of this Agreement, except that withdrawals, in an aggregate amount in various currencies not exceeding the equivalent of SDR 350,000, may be made in respect of Categories (1) (a), (2)(a) and (3)(a) on account of payments made for expenditures before that date but after May 3, 1996; and (b) under Categories (1)(b), (2)(b), and (3)(b) unless: (i) evidence, satisfactory to the Association, has been furnished to the Association, by December 31, 1996, confirming that: (A) the RETF has been established in form and substance satisfactory to the Association; (B) the RETF Subsidiary Financing and Project Implementation Agreement has been duly executed by the parties thereto; and (C) the board of trustees of the RETF has been appointed; and (ii) the Association has received an opinion or opinions that the RETF Subsidiary Financing and Project Implementation Agreement has been duly executed by the parties thereto and is legally binding upon them in accordance with its terms.

4. In the event that the evidence required under paragraph 3 (b) hereof is not furnished by the date specified therein, the Association may by notice to the Borrower cancel the amounts allocated to Categories (1)(b), (2)(b), (3)(b) and (4)(b).

5. The Association may require withdrawals from the Credit Account to be made on the basis of statements of expenditure for expenditures for: (a) goods and equipment under contracts costing less than \$2,000,000 equivalent each; (b) all contracts under Category (2); and (c) employment of consultants under contracts costing less than: (i) \$100,000 equivalent in the case of firms; and (ii) \$50,000 equivalent in the case of individuals, each under such terms and conditions as the Association shall specify by notice to the Borrower.

SCHEDULE 2

Description of the Project

The objective of the Project is to support the reintegration of demobilized soldiers and other target groups into productive jobs in the civilian economy in order to promote economic growth and political stability and to reduce dependency on social assistance.

The Project consists of the following parts, subject to such modifications thereof as the Borrower and the Association may agree upon from time to time to achieve such objectives:

Part A: Demobilization and Reintegration Support in and Institutional Support to the Federation

1. Labor Market Information Data Base

Strengthening of the municipal employment offices by reestablishing, upgrading and broadening the labor market information data base through the provision of automation hardware and software and technical assistance.

2. Counseling and Job-finding Services

Carrying out of Sub-projects for the development and delivery of counseling and

job-finding services for demobilized soldiers and other target groups.

3. Education and Retraining Services

Carrying out of Sub-projects for on-the-job and institution-based training for demobilized soldiers and other target groups.

4. Management Assistance

Strengthening of the public works and training departments of FETF through the provision of technical assistance for the establishment and maintenance of a management unit.

Part B: Demobilization and Reintegration Support in and Institutional Support to Republika Srpska

1. Labor Market Information Data Base

Strengthening of the municipal employment offices by reestablishing, upgrading and broadening the labor market information data base through the provision of automation hardware and software and technical assistance.

2. Counseling and Job-finding Services

Support for the development and delivery of counseling and job-finding services to demobilized soldiers and other target groups.

3. Education and Retraining Services

Support for on-the-job and institution-based training to demobilized soldiers and other target groups.

4. Management Assistance

Strengthening of the public works and training departments of RETF through the provision of technical assistance for the establishment and maintenance of a management unit.

* * *

The Project is expected to be completed by July 31, 1998.

SCHEDULE 3

Procurement and Consultants' Services

Section I. Procurement of Goods

Part A: General

Goods shall be procured in accordance with the provisions of Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in January 1995 and revised in January 1996 (the Guidelines) and the following provisions of this Section, as applicable.

Part B: Procurement Procedures

1. International Shopping

Goods, including computer equipment and vehicles, estimated to cost \$200,000 equivalent or more per contract shall be procured under contracts awarded on the basis of international shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

2. National Shopping

Goods estimated to cost less than \$200,000 equivalent per contract may be procured under contracts awarded on the basis of international shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

3. Direct Contracting

Goods which the Association agrees are of a proprietary nature may, with the Bank's prior agreement, be procured in accordance with the provisions of paragraph 3.7 of the Guidelines.

Part C: Review by the Association of Procurement Decisions

1. Procurement Planning

Prior to the issuance of any invitations soliciting quotations for the supply of goods the proposed procurement plan for the Project shall be furnished to the Association for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Guidelines. Procurement of all goods and works shall be undertaken in accordance with such procurement plan as shall have been approved by the Association, and with the provisions of said paragraph 1.

2. Prior Review

With respect to each contract under Parts B.1 and B.3 of this Schedule, the procedures set forth in paragraphs 2(f) and 3 of Appendix 1 to the Guidelines shall apply.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Guidelines shall apply.

Section II. Employment of Consultants

1. Consultants' services shall be procured under contracts awarded in accordance with the provisions of the "Guidelines for the Use of Consultants by World Bank Borrowers and by The World Bank as Executing Agency" published by the Bank in August 1981 (the Consultant Guidelines). For complex, time-based assignments, such contracts shall be based on the standard form of contract for consultants' services issued by the Bank, with such modifications as shall have been agreed by the Association. Where no relevant standard contract documents have been issued by the Bank, other standard forms acceptable to the Association shall be used.

2. Notwithstanding the provisions of paragraph 1 of this Section, the provisions of the Consultant Guidelines requiring prior Association review or approval of budgets, short lists, selection procedures, letters of invitation, proposals, evaluation reports and contracts shall not apply to: (a) contracts for the employment of consulting firms estimated to cost less than \$100,000 equivalent each; or (b) contracts for the employment of individuals estimated to cost less than \$50,000 equivalent each. However, said exceptions to prior Association review shall not apply to: (a) the terms of reference for such contracts; (b) single-source selection of consulting firms; (c) assignments of a critical nature, as reasonably determined by the Association; (d) amendments to contracts for the employment of consulting firms raising the contract value to \$100,000 equivalent or above; or (e) amendments to contracts for the employment of individual consultants raising the contract value to \$50,000 equivalent or above.

SCHEDULE 4 A

Special Account A for
Part A of the Project

1. For the purposes of this Schedule:

(a) the term "eligible Categories" means Categories (1)(a), (2)(a), and (3)(a) set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

(b) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Credit allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and

(c) the term "Authorized Allocation" means an amount equivalent to DEM 1,300,000 to be withdrawn from the Credit Account and deposited into the Special Account A pursuant to paragraph 3 (a) of this Schedule.

2. Payments out of the Special Account A shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Association has received evidence satisfactory to it that the Special Account A has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account A shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Borrower shall furnish to the Association a request or requests for a deposit or deposits which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account A such amount or amounts as the Borrower shall have requested.

(b) (i) For replenishment of the Special Account A, the Borrower shall furnish to the Association requests for deposits into the Special Account A at such intervals as the Association shall specify.

(ii) Prior to or at the time of each such request, the Borrower shall furnish to the Association the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account A such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account A for eligible expenditures.

All such deposits shall be withdrawn by the Association from the Credit Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Borrower out of the Special Account A, the Borrower shall, at such time as the Association shall reasonably request, furnish to the Association such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Association shall not be required to make further deposits into the Special Account A:

(a) if, at any time, the Association shall have determined that all further withdrawals should be made by the Borrower directly from the Credit Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Borrower shall have failed to furnish to the Association, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Association pursuant to said Section in respect of the audit of the records and accounts for the Special Account A;

(c) if, at any time, the Association shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Credit Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the Credit allocated to the eligible Categories, less the amount of any outstanding special commitment entered into by the Association pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the Credit Account of the remaining unwithdrawn amount of the Credit allocated to the eligible Categories shall follow such procedures as the Association shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Association shall have been satisfied that all such amounts remaining on deposit in the Special Account A as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Association shall have determined at any time that any payment out of the Special Account A: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Association, the Borrower shall, promptly upon notice from the Association: (A) provide such additional evidence as the Association may request; or (B) deposit into the Special Account A (or, if the Association shall so request,

refund to the Association) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Association shall otherwise agree, no further deposit by the Association into the Special Account A shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Association shall have determined at any time that any amount outstanding in the Special Account A will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Association, refund to the Association such outstanding amount.

(c) The Borrower may, upon notice to the Association, refund to the Association all or any portion of the funds on deposit in the Special Account A.

(d) Refunds to the Association made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the Credit Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

SCHEDULE 4 B

Special Account B for Part B of the Project

1. For the purposes of this Schedule:

(a) the term "eligible Categories" means Categories (1)(b), (2)(b), and (3)(b) set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

(b) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Credit allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and

(c) the term "Authorized Allocation" means an amount equivalent to DEM 700,000 to be withdrawn from the Credit Account and deposited in the Special Account B pursuant to paragraph 3 (a) of this Schedule.

2. Payments out of the Special Account B shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Association has received evidence satisfactory to it that the Special Account B has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account B shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Borrower shall furnish to the Association a request or requests for a deposit or deposits which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account B such amount or amounts as the Borrower shall have requested.

(b) (i) For replenishment of the Special Account B, the Borrower shall furnish to the Association requests for deposits into the Special Account B at such intervals as the Association shall specify.

(ii) Prior to or at the time of each such request, the Borrower shall furnish to the Association the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account B such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account B for eligible expenditures.

All such deposits shall be withdrawn by the Association from the Credit Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Borrower out of the Special Account B, the Borrower

shall, at such time as the Association shall reasonably request, furnish to the Association such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Association shall not be required to make further deposits into the Special Account B:

(a) if, at any time, the Association shall have determined that all further withdrawals should be made by the Borrower directly from the Credit Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Borrower shall have failed to furnish to the Association, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Association pursuant to said Section in respect of the audit of the records and accounts for the Special Account B;

(c) if, at any time, the Association shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Credit Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the Credit allocated to the eligible Categories, less the amount of any outstanding special commitment entered into by the Association pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the Credit Account of the remaining unwithdrawn amount of the Credit allocated to the eligible Categories shall follow such procedures as the Association shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Association shall have been satisfied that all such amounts remaining on deposit in the Special Account B as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Association shall have determined at any time that any payment out of the Special Account B: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Association, the Borrower shall, promptly upon notice from the Association: (A) provide such additional evidence as the Association may request; or (B) deposit into the Special Account B (or, if the Association shall so request, refund to the Association) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Association shall otherwise agree, no further deposit by the Association into the Special Account B shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Association shall have determined at any time that any amount outstanding in the Special Account B will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Association, refund to the Association such outstanding amount.

(c) The Borrower may, upon notice to the Association, refund to the Association all or any portion of the funds on deposit in the Special Account B.

(d) Refunds to the Association made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the Credit Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

SCHEDULE 5

Implementation Program

The principal terms and conditions of the Subsidiary Financing and Project Implementation Agreements shall include the following:

Part A: General

1. The Borrower shall onlend the proceeds of the Credit to the Federation and Republika Srpska on the following principal terms and conditions: (i) the Borrower shall onlend to the Federation and Republika Srpska amounts in dollars equivalent to the amounts of the Credit allocated, respectively, to Categories (1)(a), (2)(a), and

(3)(a) and Categories (1)(b), (2)(b) and (3)(b) set forth in the table in paragraph 1 of Schedule 1 to this Agreement; (ii) the term of the Subsidiary Credit shall be 35 years, including a 10 year grace period; (iii) the Borrower shall charge the Federation and Republika Srpska a commitment fee at a rate equal to the rate of commitment charge payable under Section 2.04 of this Agreement; (iv) the Borrower shall charge the Federation and Republika Srpska interest on the principal amount of the Subsidiary Credit withdrawn and outstanding from time to time at a rate equal to the rate payable under Section 2.05 of this Agreement; and (v) the principal amount of the Subsidiary Credit shall be the equivalent in dollars (determined as of the date or respective dates of repayment) of the value of currency or currencies withdrawn from the Credit Account on account of expenditures for the Project.

2. The Federation shall make available to FETF, and Republika Srpska shall make available to RETF, on a non-reimbursable grant basis, the proceeds of each Subsidiary Credit as a Subsidiary Grant.

3. FETF shall carry out Part A of the Project and RETF shall carry out Part B of the Project with due diligence and efficiency and in conformity with appropriate administrative, economic, financial and managerial practices, and in accordance with the provisions set forth below.

4. For purposes of their respective part of the Project, FETF and RETF shall each:

(a) review and approve service delivery contracts in an amount of \$25,000 equivalent or more;

(b) contract for all counseling services and all retraining services and pay for all services delivered based on criteria and procedures satisfactory to the Association, including, inter alia (i) the type of counseling and retraining services to be provided, (ii) the agencies eligible to provide said services; and (iii) the eligible costs that will be reimbursed in the Sub-project Agreements;

(c) maintain extension staff in the Canton to work with Service Providers to develop and monitor implementation of counseling and retraining Sub-project Agreements based on criteria and procedures satisfactory to the Association;

(d) maintain regional steering committees (including a representative of the Municipality) with the responsibility for reviewing counseling and retraining sub-projects; and

(e) maintain an Executive Committee with the authority for approving counseling and retraining service proposals of up to \$25,000 equivalent and reviewing and recommending to the board of trustees of the respective FETF and RETF counseling and retraining service proposals of \$25,000 equivalent or more.

5. For purposes of their respective part of the Project, FETF and RETF shall each:

(a) coordinate and supervise the overall implementation of the Project;

(b) establish and maintain a management unit, consisting of three to five staff each plus one extension officer in each Canton to promote, oversee and monitor the local counseling and retraining Sub-project Agreements and to coordinate procurement and Project reporting;

(c) carry out the procurement of the goods and consultants' services required for the Project and to be financed out of the proceeds of the Credit in accordance with the provisions of Schedule 3 to this Agreement;

(d) submit to the Borrower, the Association, and, as the case may be, the Federation and Republika Srpska, a monthly progress report on the implementation of the Project, of such scope and in such detail as the Association shall reasonably request;

(e) organize and carry out joint annual review meetings with the Borrower, the Association, and, as the case may be, the Federation and Republika Srpska, prepare an annual progress report on the implementation of the Project, of such scope and in such detail as the Association shall reasonably request, to be reviewed at these meetings. As part of each said review, FETF and RETF shall prepare a program of action, satisfactory to the Association, to remedy any deficiencies in Project implementation identified during such review; and

(f) promptly after each such review, take all necessary action required for

the implementation of the program of actions referred to in paragraph (d) of this Section.

6. For the purposes of Section 9.06 of the General Conditions and without limitation thereto and for purposes of its respective part of the Project, FETF and RETF shall each:

(a) prepare, on the basis of guidelines acceptable to the Association, and furnish to the Association not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Association, a plan for the future operation of the Project; and

(b) afford the Association a reasonable opportunity to exchange views with the Borrower and FETF and RETF and, as the case may be, the Federation and Republika Srpska, on said plan.

7. For purposes of its respective part of the Project, FETF and RETF shall each:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators satisfactory to the Association, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on a semiannual basis, a report integrating the results of the monitoring and evaluation activities performed pursuant to sub-paragraph (a) above, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

(c) review with the Association, on a semiannual basis, the report referred to in sub-paragraph (b) above, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of said report and the Association's views on the matter.

8. For purposes of their respective part of the Project, FETF and RETF shall each 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 or agencies of FETF and RETF responsible for carrying out the Project or any part thereof.

Part B: Sub-projects

1. In respect of Sub-projects under Parts A.2, A.3, B.2 and B.3 of the Project, FETF and RETF shall each enter into Sub-project Agreements with Municipalities, NGOs, or public or private enterprises or education or training institutions, under terms and conditions acceptable to the Borrower and the Association, providing for the transfer, on the basis of grants or Sub-project Agreements, of part of the proceeds of the Credit allocated to the corresponding Sub-projects, and the obligation of the parties thereto to carry out their respective obligations and exercise their respective rights for implementing the corresponding Sub-projects and achieving their objectives.

2. FETF and RETF shall each exercise their respective rights under each Sub-project Agreement in such a manner as to protect the interests of the Borrower, the Association, FETF and RETF, and to accomplish the purposes of the Credit and the objectives of the Project, and, except as the Borrower and the Association shall otherwise agree, FETF and RETF shall not to assign, amend, abrogate or waive any Sub-project Agreement, or any provision thereof.