

CONFORMED COPY

CREDIT NUMBER 2571-CHA

Development Credit Agreement

(Songliao Plain Agricultural Development Project)

between

PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated March 23, 1994

Credit Number 2571-CHA

DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated March 23, 1994, between PEOPLE'S REPUBLIC OF CHINA (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS: (A) 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;

(B) the Project will be carried out by Liaoning Province and Jilin Province (the Project Provinces) with the Borrower's assistance and, as part of such assistance, the Borrower will make available to each of the Project Provinces a portion of the proceeds of the Credit as provided in this Agreement; 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 and in the Project Agreement of even date herewith between the Association and Project Provinces;

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 last sentence of

Section 3.02 deleted (the General Conditions) constitute an integral part of this Agreement:

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) "ABC" means the Agricultural Bank of China, a specialized banking institution established and operating under the laws of the Borrower.

(b) "Environmental Management Plans" means the respective environmental management plans agreed between each of the Project Provinces and the Association in accordance with paragraph D.1 (b) of Schedule 2 to the Project Agreement.

(c) "Jilin" means Jilin Province.

(d) "Jilin Special Account" and "Liaoning Special Account" mean the account established for Jilin and Liaoning, respectively, in accordance with Section 2.02 (b) of this Agreement.

(e) "Liaoning" means Liaoning Province.

(f) "Project Agreement" means the agreement between the Association and Liaoning Province and Jilin Province (the Project Provinces), of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Project Agreement.

(g) "Project Provinces" means Liaoning Province and Jilin Province.

(h) "Provincial PMOs" means the provincial project management offices established by the Project Provinces in accordance with paragraph D.2 of Schedule 2 to the Project Agreement.

(i) "Special Accounts" means the Jilin Special Account and the Liaoning Special Account, collectively, and "Special Account" means either of the Special Accounts.

## 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 one hundred forty-eight million and five hundred thousand Special Drawing Rights (SDR148,500,000).

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 shall, for the purposes of the Project, open and maintain in Dollars one special deposit account for Project activities in Jilin Province (the Jilin Special Account) and one special deposit account for Project activities in Liaoning Province (the Liaoning Special Account), each in a bank on terms and conditions satisfactory to the Association, including appropriate protection against set-off, seizure or attachment. Deposits into, and payments out of, the Special Accounts shall be made in accordance with the provisions of Schedule 3 to this Agreement.

Section 2.03. The Closing Date shall be December 31, 2001 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 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 cancelled; 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 percent (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 February 1 and August 1 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 February 1 and August 1 commencing August 1, 2004 and ending February 1, 2029. Each installment to and including the installment payable on February 1, 2014 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.

(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, without limitation or restriction upon any of its other obligations under the Development Credit Agreement, the Borrower shall cause each of the Project Provinces to perform all its obligations set forth in the Project Agreement, shall take or cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable each of the Project Provinces to perform such obligations, and shall not take or permit to be taken any action which would prevent or interfere with such performance.

(b) The Borrower shall onlend the proceeds of the Credit allocated to Categories (1)-(4) of the table set forth in Schedule 1 to this Agreement to Jilin and allocated to such Categories (5)-(8) to Liaoning, on the following principal terms and conditions:

- (i) repayment over a period not exceeding fifteen years including five years of grace;
- (ii) interest at a rate of 5.3% (five and three-tenths percent); and
- (iii) commitment charges and foreign exchange risk over the repayment period to be borne by the respective Project Provinces.

Section 3.02. The Borrower and the Association hereby agree that the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of the Project shall be carried out by the Project Provinces pursuant to Section 2.03 of the Project Agreement.

Section 3.03. The Borrower shall, not later than October 31, 1996, carry out a midterm review with the Association and the Project Provinces of the progress of and prospects for Project implementation.

### 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 records and accounts reflecting expenditures for which payments are made out of the Special Accounts.

(b) The Borrower 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;
- (ii) furnish to the Association, as soon as available, but in any case not later than six 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 sound accounting practices, records and accounts reflecting such expenditures;

(ii) retain, or ensure that there are retained, 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) Either of the Project Provinces shall have failed to perform any of its obligations under the Project 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 Project Provinces will be able to perform its obligations under the Project Agreement.

Section 5.02. Pursuant to Section 7.01 (d) of the General Conditions, the following additional event is specified, namely, that any event specified in paragraph (a) of Section 5.01 of this Agreement shall occur and shall continue for a period of sixty (60) days after notice thereof shall have been given by the Association to the Borrower.

#### ARTICLE VI

##### Effective Date; Termination

Section 6.01. The following event is specified as additional conditions to the effectiveness of the Development Credit Agreement within the meaning of Section 12.01 (b) of the General Conditions, namely, that the Borrower's State Council shall have approved the Development Credit Agreement.

Section 6.02. The following are specified as additional matters, 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 Project Agreement has been duly authorized or ratified by each of the Project Provinces, and is legally binding upon the respective Project Provinces in accordance with its terms.

Section 6.03. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

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  
Sanlihe  
Beijing 100820  
People's Republic of China

Cable address:

FINANMIN  
Beijing

Telex:

22486 MFPRC CN

For the Association:

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

Cable address:

INDEVAS  
Washington, D.C.

Telex:

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.

PEOPLE'S REPUBLIC OF CHINA

By /s/ Li Daoyu

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Callisto E. Madavo

Acting Regional Vice President  
East Asia and Pacific

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
For Jilin Province:		
(1) Goods	66,500,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 75% of local expenditures for other items procured locally
(2) Works	13,500,000	50%
(3) Training, study tours and consultants' services	3,200,000	100%
(4) Unallocated	3,700,000	

For Liaoning Province:

(5) Goods	49,900,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 75% of local expenditures for other items procured locally
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Category	Amount of the Credit Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
(6) Works	7,700,000	45%
(7) Training, study tours and consultants' services	1,600,000	100%
(8) Unallocated	2,400,000	
TOTAL	148,500,000	

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.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of this Agreement, except that withdrawals, in an aggregate amount not to exceed SDR10,500,000 may be made in respect of Categories (1), (2), (3), (5), (6), and (7) on account of payments made for expenditures before that date but after July 15, 1993.

4. The Association may require withdrawals from the Credit Account to be made on the basis of statements of expenditure for expenditures under contracts for goods and works not exceeding \$400,000 equivalent, and for expenditures for training and for works carried out by force account, under such terms and conditions as the Association shall specify by notice to the Borrower.

## SCHEDULE 2

### Description of the Project

The objectives of the Project are to assist the Borrower in the development of its market economy by increasing agricultural production, farm-family incomes, rural employment and women's participation in economic activities in Liaoning Province and Jilin Province by increasing the productivity and marketability of crops, fruit, livestock, aquaculture and agroindustries.

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: Irrigation and Drainage

1. Reclaiming about 6,200 hectares of wastelands for paddy cultivation in seven counties and converting about 21,300 hectares of low-yield corn areas to well-irrigated wheat in ten counties, all in Liaoning, through construction and equipping of pumping stations, tubewells, gravity irrigation facilities, water saving pipes, and drainage facilities and land preparation.

2. Expanding the Song Qi irrigation scheme to provide irrigation to about 3,600 hectares and the Song Po irrigation scheme to provide irrigation to about 4,500 hectares, converting about 2,000 hectares of dry-farmed corn to well-irrigated wheat in Fuyu district in Song-yuan Municipality and improving drainage on about 11,500 hectares in waterlogged areas, all in Jilin, through construction and equipping of pumps, pumping stations, water conveyance and associated control structures, canals, irrigation network and associated structures and tubewells.

3. Strengthening the institutional capabilities of the agencies of the Project Provinces responsible for water conservancy to plan, operate and manage surface and ground water resources through the provision of training facilities and overseas training, study tours and technical assistance to improve data collection, processing and analysis relating to ground water, floods and soil reclamation.

#### Part B: Soil and Water Conservation

1. Establishing about 11 soil and water conservation areas in Shuangyang county in Jilin, through construction and equipping of check dams, gully head protectors, interceptor channels, and associated cross-drainage works; afforestation with larch, poplar and fruit orchards supported by the construction and equipping of catchment dams and tubewells for irrigation; and planting and cultivation of appropriate groundcovers.

2. Operating one of the soil and water conservation areas under Part B.1 above as a model demonstration watershed for training farmers, providing training through visits to other watershed management projects in China, and providing additional training in



Shuang-yang county to farmers and agricultural extension personnel in the construction of small engineering structures, orchard planting and management, soil and water conservation, and watershed management.

Part C: Field Crop Development

1. Provision of agrochemicals, tractors, farm implements, equipment and tools, and storage and supply facilities to farmers in Liaoning and in Jilin, for use in irrigated paddy and wheat cultivation, and construction, equipping of and upgrading staff training for fuel storage and supply stations in Jilin.
2. Supporting cultivation of medicinal plants in Kazuo county, and development of seed production base for flax in Qian An county, through provision of seeds, fertilizer, storage facilities, training and transportation and construction of a flax processing factory.
3. Strengthening crop extension services in the Project Provinces through the provision of training, equipment and vehicles, and through the provision of technical assistance for adaptive research.

Part D: Orchard Development

1. Establishment and improvement of about 6,200 hectares of new orchards and of about 9,220 hectares existing orchards in Liaoning, including construction and equipping of two fruit coldstores, provision of agricultural inputs and training of farmers and technicians.
2. Establishment of about 5,000 hectares of new orchards in Jilin, including provision of agricultural inputs, irrigation facilities, equipment and tools, vehicles and tractors, and shallow tubewells and sprayers and training for farmers and county technical staff and establishment of experimental and demonstration plots in Gongzhuling and Lishu county.

Part E: Livestock Development

1. Supporting the integrated production and processing of livestock in the Project Provinces, including development of production and processing facilities for cattle fattening, cattle breeding, sheep breeding, rabbit breeding and production, deer breeding and production, goose breeding and fattening and pig fattening.
2. Strengthening agricultural support services related to livestock production and processing, including artificial insemination, pasture development and livestock extension, through development of the artificial insemination system, provision of laboratory and related equipment and vehicles and training for extension staff and farmers, and undertaking livestock research.

Part F: Aquaculture Development

1. Development of low-lying mudflat wastelands in Liaoning for shrimp, shell-fish and river crab, including constructing, equipping and stocking ponds, scallop fields, hatcheries and associated facilities, as well as freezing, cold storage and processing facilities and provision of trucks for transport.
2. Strengthening aquaculture support services through provision of domestic and overseas training for farm technicians, managers, hatchery operators, farmers, and processing technicians, and monitoring, laboratory and office equipment and vehicles to the Bureau of Aquatic Products, Marine Research Institute and extension services to enable them to monitor the coastal environment.

Part G: Agro-Processing

1. Construction, equipping and rehabilitation of five food processing plants, a liquid aldehyde plant, a paper mill, and a sesame oil plant in Liaoning.
2. Construction, equipping and rehabilitation of an anhydrous alcohol plant, a paper mill, a tannery and leather manufacture plant, a gelatin plant, a textile mill, and a starch plant in Jilin.

Part H: Institutional Support

Strengthening project management capabilities of the Provincial PMOs through construction and equipping of offices, provision of office and teaching equipment and vehicles, and provision of training and overseas study tours for related government personnel in Project-related subjects, including engineering management, financial administration, accounting, auditing, material procurement, loan assessment and project appraisal.

Part I: Environmental Protection

Implementation of the Environmental Management Plans of each Project Province, including undertaking an environmental monitoring program by Liaoning in both culture areas and shellfish areas and undertaking an integrated pest management program and monitoring its introduction in a pilot area through provision of training and equipment to strengthen pest management programs, training personnel responsible for spraying agrochemicals, and provision of equipment, training, study tours and operating funds for the environmental agencies responsible for environmental monitoring under the Project.

\* \* \* \*

The Project is expected to be completed by December 31, 2000.

SCHEDULE 3

Special Accounts

1. For the purposes of this Schedule:

(a) the term "eligible Categories" means, for the Jilin Special Account, Categories (1), (2), and (3) set forth in the table in paragraph 1 of Schedule 1 to this Agreement, and, for the Liaoning Special Account, such Categories (5), (6) and (7);

(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 for the Jilin Special Account, an amount equivalent to \$7,500,000 and for the Liaoning Special Account, an amount equivalent to \$5,500,000 to be withdrawn from the Credit Account and deposited into such Special Account pursuant to paragraph 3 (a) of this Schedule.

2. Payments out of the Special Account 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 one of the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish such Special Account 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 respective 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 such Special Account such amount or amounts as the Borrower shall have requested.

(b) (i) For replenishment of such Special Account, the Borrower shall furnish to the Association requests for deposits into such Special Account 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 such Special Account 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 such Special Account 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 each Special Account, 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 a Special Account:

(a) if, at any time, the Association shall have determined that all further withdrawals under the eligible Categories 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; or

(b) once the total unwithdrawn amount of the Credit allocated to the eligible Categories for the Project for such Special Account, 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 respective Authorized Allocation.

Thereafter, withdrawal from the Credit Account of the remaining unwithdrawn amount of the Credit allocated to the eligible Categories for the Project for such Special Account 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 such Special Account 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 one of the Special Account:

(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 such Special Account (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 such Special Account 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 one of the Special Account 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 a Special Account.

(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.

