

CONFORMED COPY

CREDIT NUMBER 3946-SV

Development Credit Agreement

(HIV/AIDS Prevention and Control Project)

between

ST. VINCENT AND THE GRENADINES

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 17, 2004

CREDIT NUMBER 3946-SV

DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated August 17, 2004 between ST. VINCENT AND THE GRENADINES (the Borrower) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association):

WHEREAS (A) the Executive Directors of the Association approved on June 2001 the Caribbean Multi-Country HIV/AIDS Prevention and Control Program (MAP) estimated to cost the amount of \$155 million over a period of six years;

(B) the Recipient has prepared, approved and is implementing an HIV-AIDS strategic plan for the period from the start of year 2004 through the end of year 2009 (the Borrower's National HIV/AIDS Program), which is consistent with the eligibility criteria for MAP, and which has as its main objective to reduce the risk and vulnerability to HIV infection through the prevention and control of sexual transmission, promotion of sexual health and improvement in the quality of life of persons living with opportunistic infections, HIV and AIDS;

(C) the Borrower, having satisfied itself as to the feasibility and priority of the project (the Project) described in Schedule 2 to the loan agreement (the Loan Agreement), of even date herewith between the Borrower and the International Bank for Reconstruction and Development (the Bank), has requested the Association to assist in the financing of the Project;

(D) the Borrower has also requested the Association to provide additional non-reimbursable financial assistance towards financing the Project and, by the development grant agreement (the Development Grant Agreement) of the same date herewith between the Borrower and the Association, the Association is agreeing to provide such assistance in an aggregate principal amount equivalent to one million two hundred and fifty thousand Special Drawing Rights (SDR1,250,000) (the Grant);

(E) by the Loan Agreement, the Bank has agreed to provide additional assistance for the financing of the Project in an aggregate principal amount equal to three million five-hundred thousand Dollars (\$3,500,000) (the Loan); and

(F) the Borrower and the Association intend, to the extent practicable, that the proceeds of the Grant be disbursed on account of expenditures in respect of the Project before disbursements of the proceeds of the credit provided for in this Agreement (the Credit) are made, and that the proceeds of the Credit be disbursed on account of

expenditures for the Project before disbursements of the proceeds of the Loan are made; 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 (as amended through October 6, 1999) (the General Conditions) constitute an integral part of this Agreement.

Section 1.02. Unless the context otherwise requires, the several terms defined in the Loan Agreement, in the General Conditions, and in the Preamble to this Agreement have the respective meanings therein set forth and are hereby incorporated to this Agreement, provided that the exceptions listed under Section 3.01 of this Agreement shall apply.

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 million two hundred and fifty thousand Special Drawing Rights (SDR1,250,000).

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

Section 2.03. The Closing Date shall be June 30, 2009 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 canceled; and (ii) at the rate set as of the June 30 immediately preceding the accrual date and 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 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 15 and August 15 in each year.

Section 2.07. (a) Subject to paragraphs (b), (c) and (d) below, the Borrower shall repay the principal amount of the Credit in semiannual installments payable on each February 15 and August 15 commencing August 15, 2014 and ending February 15, 2039. Each installment to and including the installment payable on February 15, 2024 shall be one and one-fourth percent (1-1/4%) of such principal amount, and each installment thereafter shall be two and one-half percent (2-1/2%) of such principal amount.

(b) Whenever:

(i) the Borrower's per capita gross national product (GNP), as determined by the Association, shall have exceeded for three

consecutive years the level established annually by the Association for determining eligibility to access the Association's resources; 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 repayment of installments under paragraph (a) above by:

(A) 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; and

(B) requiring the Borrower to commence repayment of the principal amount of the Credit as of the first semiannual payment date referred to in paragraph (a) above falling six months or more after the date on which the Association notifies the Borrower that the events set out in this paragraph (b) have occurred, provided, however, that there shall be a grace period of a minimum of five years on such repayment of principal.

(c) If so requested by the Borrower, the Association may revise the modification referred to in paragraph (b) above 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.

(d) 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. Subject to the provisions of Section 3.02 of this Agreement, Section 2.02 (b) of, Articles III and IV of, and Schedules 1, 2, 4 and 5 to, the Loan Agreement are hereby incorporated to this Agreement, and shall remain in full force and effect irrespective of the termination of the Loan Agreement, with the following modifications in said Articles and Schedules (unless the context otherwise requires):

- (a) the term "Bank" shall be read as "Association";
- (b) the term "Loan" and "Loan Account" shall be read as "Credit" and "Credit Account" other than in Paragraph 1 of Schedule 1 to the Loan Agreement; and
- (c) the term "this Agreement" and "the Loan Agreement" shall be read as "the Development Credit Agreement".

Section 3.02. So long as any part of the Loan provided for under the Loan Agreement shall remain outstanding and unless the Borrower has been notified otherwise by the Association:

- (a) all actions taken, including approvals given, by the Bank with respect to any Project-related matter under the Loan Agreement shall be deemed to be taken or given in the name and on behalf of both the Bank and the Association; and
- (b) all information or documentation furnished by the Borrower to the Bank or to the Association with respect to any Project-related matter pursuant to the provisions of the Loan Agreement, including the General Conditions Applicable to Loan and Guarantee Agreements referred to therein, or of the Development Credit Agreement, shall be deemed to have been furnished to both the Bank and the Association.

ARTICLE IV

Effective Date; Termination

Section 4.01. The following event is specified as an additional condition to the effectiveness of this Agreement within the meaning of Section 12.01 (b) of the General Conditions, namely that all conditions precedent to the effectiveness of the Loan

Agreement, other than those related to the effectiveness of this Agreement, have been fulfilled.

Section 4.02. The date November 15, 2004 is hereby specified for the purposes of Section 12.04 of the General Conditions.

ARTICLE V

Representative of the Borrower; Addresses

Section 5.01. The Minister of Finance, Planning and Development of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 5.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Minister of Finance, Planning and Development
P.O. Box 608, Kingstown
St. Vincent and the Grenadines

Facsimile:

(784) 456-2430

For the Association:

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

Cable address:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

248423 (MCI) or
64145 (MCI)

(202) 477-6391

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

ST. VINCENT AND THE GRENADINES

By /s/ Ellsworth John

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Badrul Haque

Authorized Representative