

CONFORMED COPY

LOAN NUMBER 7426-JO

Loan Agreement

(Cultural Heritage, Tourism and Urban Development Project)

between

THE HASHEMITE KINGDOM OF JORDAN

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated February 11, 2007

LOAN NUMBER 7426-JO

LOAN AGREEMENT

AGREEMENT dated February 11, 2007, between THE HASHEMITE KINGDOM OF JORDAN (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in the Loan Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II - LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement the amount of fifty six million dollars (\$56,000,000) (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Commitment Charge payable by the Borrower shall be equal to three-fourths of one percent (3/4 of 1%) per annum on the Unwithdrawn Loan Balance, subject to any waiver of a portion of such charge as may be determined by the Bank from time to time.
- 2.04. The Front-end Fee payable by the Borrower shall be equal to one percent (1.0%) of the Loan amount, subject to any waiver of a portion of such fee as may be determined by the Bank from time to time.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed Spread, subject to any waiver of a portion of such interest as may be determined by the Bank from time to time.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

ARTICLE III - PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project through the Ministry of Tourism and Antiquities in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV - EFFECTIVE DATE

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V— REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is the Minister of Planning and International Cooperation.
- 5.02. The Borrower's Address is:

Ministry of Planning and International Cooperation
Post office Box 555
Amman, 11118
The Hashemite Kingdom of Jordan

Facsimile:

962 464 9341

- 5.03. The Bank's Address is:

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

Cable address:

Telex:

Facsimile:

INTBAFRAD
Washington, D.C.

248423(MCI) or
64145(MCI)

1-202-477-6391

AGREED at District of Columbia, United States of America, as of the day and year first above written.

THE HASHEMITE KINGDOM OF JORDAN

By

/s/ Suhair Al-Ali
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

/s/ Juan Jose Daboub
Authorized Representative

SCHEDULE 1

Project Description

The objectives of the Project are to contribute to: (a) tourism development in five historically and culturally important cities (Jerash, Karak, Madaba, Salt and Ajloun), and thereby create the conditions for local economic development; and (b) consolidation of the tourism industry in Petra.

The Project consists of the following four parts:

Part 1: Revitalization of Historic City Centers, Urban Infrastructure Improvements and Cultural Landscapes Regeneration

The carrying out of activities in and around the historic cores of the cities of Jerash, Karak, Madaba, Salt and Ajloun including:

- (a) upgrading of and improvements to street networks and allied public spaces;
- (b) rehabilitation and upgrading of pivotal urban spaces;
- (c) rehabilitation of façades and landscaping and furnishing of primary streets;
- (d) renovation and preservation of selected heritage buildings through adaptive reuse – including the establishment of a pilot historic preservation fund (the Salt Heritage Fund) for restoration of privately owned historic buildings in Salt Municipality;
- (e) traffic and parking management;
- (f) construction and rehabilitation of essential municipal buildings and facilities;
- (g) regeneration of cultural and natural landscapes in Ajloun; and
- (h) preparation of engineering designs and supervision of works required to carry out the activities referred to under this Part 1.

Part 2: Petra Gateway

- (a) Construction of a new visitors center at the Petra Sanctuary and acquisition of essential goods, equipment and furniture for the visitors center.

- (b) Provision of consultant services for detailed design engineering and supervision activities.
- (c) Provision of consultant services and training for strengthening organization and management.

Part 3: Local Economic Development

Provision of Grants and technical assistance to local entrepreneurs, investors and community groups to encourage the creation and/or expansion of environmentally appropriate and financially viable small and medium enterprises in the civic core areas, including: (a) provision of Grants for cultural heritage and tourism-related business promotion and development; (b) carrying out of business-related workshops and training for Grant recipients; and (c) consultant services for development and management of the Grant program.

Part 4: Capacity Building and Project Management

Carrying out of capacity building and Project management activities, including:

- (a) (i) Municipal capacity building activities to improve management, maintenance, development control, and promotion of historic centers by the Project Municipalities, in accordance with the provisions of the Municipality Revitalization Pacts; and (ii) formation and operation of Local Strategic Partnerships by Project Municipalities and local community and business groups.
- (b) Provision of: (i) Project management support to MOTA, particularly its Technical Development Department, in project management, monitoring, reporting and evaluation; and (ii) institutional support to MOTA.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

1. The Borrower shall implement the Project in accordance with the provisions of the Project Implementation Plan, the Environmental Management Plan, the Resettlement Policy Framework, and the Resettlement Action Plans. Except as the Bank shall otherwise agree, the Borrower shall not amend or waive any provision of the Project Implementation Plan the Environmental Management Plan, the Resettlement Policy Framework, or the Resettlement Action Plans, if, in the opinion of the Bank, such amendment or waiver may materially or adversely affect the carrying out of the Project or the achievement of the Project objectives.

2. The Borrower shall at all times maintain the Technical Development Department, with adequate functions, staffing and resources satisfactory to the Bank. The Technical Development Department shall be responsible for overall coordination of the Project including overseeing the implementation of the Project, the procurement and financial processes under the Project and the preparation of Project reports.

3. To facilitate the carrying out of Parts 1, 3 and 4 of the Project the Borrower shall ensure that each Project Municipality implement the Project in accordance with the provisions agreed and set forth in each Municipal Revitalization Pact and in a manner satisfactory to the Bank. Except as the Bank shall otherwise agree, the Borrower and each Project Municipality shall not assign, amend, abrogate or waive any Municipal Revitalization Pact or any of its provisions.

Section II. Project Monitoring, Reporting, Evaluation

A. Project Reports

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators agreed with the Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than one month after the end of the period covered by such report.

2. (a) The report which the Borrower shall furnish to the Bank, on or about June 30, 2009, in accordance with the provisions of Section 5.08 of the General Conditions (for the purposes of this Section “the Mid-Term Review Report”) in addition, shall: (i) integrate the results of the monitoring and evaluation activities performed pursuant to Paragraph A.1 of this Section II, on the progress achieved since commencement of Project implementation in carrying out of the Project; and (ii) set forth the measures recommended to ensure satisfactory Project implementation and

achievement of the Project objectives for the remainder of the Project's implementation;
and

(b) the Borrower shall review with the Bank, by October 31, 2009, or such later date as the Bank shall request, the Mid-Term Review Report, and, thereafter, take all measures required to ensure the satisfactory completion of the Project and the achievement of the Project objectives, based on the conclusions and recommendations of the Mid-Term Review Report and the Bank's views on the matter.

3. The Mid-Term Review Report shall cover, *inter alia*: (i) Project scope, design and implementation arrangements; (ii) implementation progress against agreed indicators in the Project Implementation Plan; (iii) procurement performance; (iv) performance of consultants; (v) fund flows; (vi) the progress of implementation of the Resettlement Action Plans and the Environmental Management Plan; and (vii) any other issue agreed between the Borrower and the Bank.

4. For purposes of Section 5.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than six (6) months prior to the Closing Date.

5. The Borrower shall ensure that, by no later than December 31, 2008:

(a) each Project Municipality has obtained all necessary detailed special building and zoning regulations, each valid and enforceable, for the purpose of preservation of its historic city core; and

(b) in respect of Ajloun, an enforceable master plan together with all applicable land use, zoning and building regulations has been approved defining both: (i) the boundaries of the protected landscape; and (ii) the containment of the established settlements within the protected landscape, for the purpose of declaring its natural landscape a protected area.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank not later than one month after the end of each calendar semester, interim un-audited financial reports for the Project covering the semester, in form and substance satisfactory to the Bank.

3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited

Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Schedule.

2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Schedule.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraphs 2 and 3 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **National Competitive Bidding.** Except as otherwise provided in paragraph 3 below, goods estimated to cost less than \$500,000 (five hundred thousand dollars) equivalent per contract, and works estimated to cost less than \$5,500,000 (five million five hundred thousand dollars) equivalent per contract shall be procured under contracts awarded on the basis of National Competitive Bidding procedures subject to the Bank's national procurement procedures and the following additional procedures:

- (a) Standard bidding documents approved by the Bank shall be used.
- (b) Invitations to bid shall be advertised in at least one widely circulated national daily newspaper and bidding documents shall be made available to prospective bidders, at least twenty-eight (28) days prior to the deadline for the submission of bids.
- (c) Bids shall not be invited on the basis of percentage premium or discount over the estimated cost.

- (d) Bidding documents shall be made available, by mail or in person, to all who are willing to pay the required fee.
- (e) Foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders.
- (f) Qualification criteria (in case pre-qualifications were not carried out) shall be stated in the bidding documents, and if a registration process is required, a foreign firm determined to be the lowest evaluated bidder shall be given reasonable opportunity of registering, without any hindrance i.e. no non-registration status should be considered as a non-eligibility-to-bid criterion.
- (g) Bidders may deliver bids, at their option, either in person or by courier service or by mail.
- (h) Bids shall be opened in public in one place preferably immediately, but no later than one (1) hour, after the deadline for submission of bids.
- (i) Evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format, and within the specified period, agreed with the Bank.
- (j) Bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the Bank.
- (k) Split award or lottery in award of contracts shall not be carried out. When two or more bidders quote the same price, an investigation shall be made to determine any evidence of collusion, following which: (A) if collusion is determined, the parties involved shall be disqualified and the award shall then be made to the next lowest evaluated and qualified bidder; and (B) if no evidence of collusion can be confirmed, then fresh bids shall be invited after receiving the concurrence of the Bank.
- (l) Contracts shall be awarded to the lowest evaluated bidders within the initial period of bid validity so that extensions are not necessary. Extension of bid validity may be sought only under exceptional circumstances.
- (m) Extension of bid validity shall not be allowed without the prior concurrence of the Bank: (A) for the first request for extension if it is longer than eight (8) weeks; and (B) for all subsequent requests for extensions irrespective of the period.
- (n) Negotiations shall not be allowed with the lowest evaluated or any other bidders.

- (o) Re-bidding shall not be carried out without the Bank's prior concurrence.
- (p) All contractors or suppliers shall provide performance security as indicated in the contract documents. A contractor's or a supplier's performance security shall apply to a specific contract under which it was furnished.

3. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding and National Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Shopping
(b) Direct Contracting
(c) Force Account

4. **Force Account.** Works, estimated to cost up to a value of \$1,000,000 (one million dollars) equivalent related to soil stabilization, rehabilitation of valley terraces and planting of trees for the regeneration and preservation of the Ajloun natural landscape may be carried out by the specialized teams of the Ministry of Agriculture under force account arrangements.

C. **Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Quality Based Selection (Firms)
(b) Fixed Budget Selection (Firms)
(c) Least Cost Selection (Firms)
(d) Single Source (Firms)
(e) Individual Consultants
(f) Sole Source (Individual Consultants)

3. **Single Source.** A Single Source contract may be entered into with the Borrower's Royal Society for Conservation of Nature (RSCN) for the design and supervision of the Ajloun landscape regeneration works.

D. Review by the Bank of Procurement Decisions

1. The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

2. Shortlists of consultants for services estimated to cost less than \$200,000 (two hundred thousand dollars) equivalent per contract may be composed entirely of national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank may specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the Categories of Eligible Expenditures that may be financed out of the proceeds of the Loan, the allocation of the amounts of the Loan to

each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of Loan Allocated In U.S. Dollars	Percentage of Expenditures to be financed
(1) Works		
(a) Works under Parts 1 and 3 of the Project	39,890,000	85%
(b) Works under Part 2 of the Project (Petra Gateway)	4,250,000	85%
(2) Goods	170,000	100% of foreign expenditures; 100% of local expenditures (ex-factory cost), and 90% of local expenditures for other items procured locally.
(3) Consultant Services and Training	5,190,000	90% for firms within territory of the Borrower; 95% for services of individual consultants within territory of the Borrower; and 100% of foreign expenditures.
(4) Grants for Local Economic Development	1,000,000	100%
(5) Grants for Salt Heritage Fund	500,000	100%
(6) Operating Costs	150,000	90%
(7) Front End Fee	0	Amount due under Section 2.04 of this Agreement
Unallocated	4,850,000	
Total	56,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:

(a) for expenditures incurred prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$5,000,000 (five million dollars) equivalent may be made for expenditures incurred prior to this date but on or after March 1, 2006, for Eligible Expenditures under Categories (1(a)), (2), and (3);

(b) for expenditures under Category 1(b), until the Borrower has provided evidence satisfactory to the Bank, showing that (i) the Petra Archaeological Park is under the sole jurisdiction of the Department of Antiquities; (ii) the Petra Archaeological Park is managed by a dedicated entity (the Petra Management Entity) operating under oversight of the Department of Antiquities; and (iii) that the Petra Management Entity has been allocated a secure, predictable and sufficient operation and maintenance budget funded through earmarking a share of the Petra gate revenues;

(c) for expenditures under Category (4) until the Borrower has developed and adopted eligibility criteria, a selection process for recipients, and terms and conditions for Grants, all satisfactory to the Bank, such terms and conditions to include, without limitation, MOTA's obligation to enter into a Grant agreement with each Grant recipient pursuant to which said recipient shall provide MOTA with periodic financial statements audited by independent auditors satisfactory to the Bank; and

(d) for expenditures under Category (5) until the Borrower has provided documentation, satisfactory to the Bank, evidencing that: (i) the Salt Heritage Fund has been established; (ii) the Salt Heritage Fund has developed and adopted a selection process, eligibility criteria for recipients, and terms and conditions for Grants (which shall include a condition pursuant to which each Grant recipient shall provide the Salt Heritage Fund with periodic financial statements audited by independent auditors satisfactory to the Bank), all previously approved by the Borrower and satisfactory to the Bank; and (iii) MOTA has entered into an agreement with the Salt Heritage Fund obligating the Salt Heritage Fund to make Grants to recipients under Grant agreements which shall include the terms and conditions referred to in (ii) of this sub-paragraph (d).

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;

(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; and

(c) the term "Operating Costs" means expenditures under the Project incurred by MOTA in relation to the maintenance of vehicles and equipment, fuel, utility charges, office supplies, office support, communications and local transport costs, but excluding salaries of civil servants of the Borrower.

3. The Closing Date is September 30, 2012.

SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each April 15 and October 15 Beginning April 15, 2012 through April 15, 2023	4.17 %
On October 15, 2023	4.09%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

(b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts

payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

APPENDIX

Definitions

1. “Category” means a category set forth in the table in Section IV of Schedule 4 to this Agreement.
2. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004.
3. “Department of Antiquities” means the Borrower’s Department of Antiquities reporting to the Minister in charge of Tourism and Antiquities.
4. “Environmental Management Plan” means the Borrower’s plan, prepared in respect of environmental management, including management of cultural property, under the Project and in form and substance satisfactory to the Bank, dated November 30, 2006, as the same may be amended from time to time.
5. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005.
6. “Grant” means a Grant to be made for the purposes of carrying out activities under either (i) Part 3 of the Project for local economic development or (ii) Part 1 of the Project under the Salt Heritage Fund.
7. “MOMA” means the Borrower’s Ministry of Municipal Affairs, or any successor thereto.
8. “MOPIC” means the Borrower’s Ministry of Planning and International Cooperation, or any successor thereto.
9. “MOTA” means the Borrower’s Ministry of Tourism and Antiquities, or any successor thereto.
10. “Municipal Revitalization Pact ” means each of the following pacts:
 - (a) the pact entered into between the Borrower (through MOPIC, MOMA and MOTA) and the Municipality of Ajloun dated July 23, 2006, and relating, among other matters to the carrying out of Parts 1, 3 and 4 of the Project;
 - (b) the pact entered into between the Borrower (through MOPIC, MOMA and MOTA) and the Municipality of Jerash dated July 23, 2006, and relating, among other matters to the carrying out of Parts 1, 3 and 4 of the Project;

- (c) the pact entered into between the Borrower (through MOPIC, MOMA and MOTA) and the Municipality of Karak dated July 23, 2006 and relating, among other matters to the carrying out of Parts 1, 3 and 4 of the Project;
 - (d) the pact entered into between the Borrower (through MOPIC, MOMA and MOTA) and the Municipality of Madaba dated July 23, 2006, and relating, among other matters to the carrying out of Parts 1, 3 and 4 of the Project; and
 - (e) the pact entered into between the Borrower (through MOPIC, MOMA and MOTA) and the Municipality of Salt dated July 23, 2006 and relating, among other matters to the carrying out of Parts 1, 3 and 4 of the Project.
11. “Petra” and “Petra Archaeological Park” mean the World Heritage Archaeological Site of Petra.
 12. “Petra Management Entity” means the unit within the Department of Antiquities responsible for the management of Petra.
 13. “Procurement Guidelines” means the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004.
 14. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated December 18, 2006, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
 15. “Project Implementation Plan” means the Project Implementation Plan prepared by the Borrower’s Ministry of Tourism and Antiquities and submitted to the Bank on December 18, 2006, setting out the principles and procedures governing the implementation of the Project.
 16. “Project Municipalities” means each of the municipalities of Ajloun, Jerash, Karak, Madaba and Salt.
 17. “Resettlement Action Plans” means the Borrower’s Land Acquisition and Resettlement Action Plans dated November 30, 2006, prepared by the Municipalities of Jerash, Karak and Salt and approved by the Bank, setting forth, *inter alia*, the compensation entitlement, institutional arrangements, implementation program, monitoring mechanism and cost estimates for the resettlement and rehabilitation of people affected by the implementation of the Project, disclosed locally and through the Bank’s Info Shop.

18. “Resettlement Policy Framework” means the Borrower’s policy adopted on November 30, 2006, satisfactory to the Bank, setting forth rules, procedures and guidelines for: (i) the acquisition of land and/or other assets from displaced persons; (ii) resettlement and rehabilitation of displaced persons and the compensation thereof; and (iii) reporting and monitoring arrangements to ensure compliance with said policy, as the same may be amended from time to time with the prior agreement of the Bank. For the purposes of this definition the term “displaced persons” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by : (i) the involuntary taking of land resulting in : (a) relocation or loss of shelter; (b) loss of assets or access to assets; or (c) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction to access legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.
19. “Royal Society for Conservation of Nature” means the Royal Society for Conservation of Nature, a non-governmental organization, (NGO) registered with the Borrower’s Ministry of Interior.
20. “Salt Heritage Fund” means the fund to be established by the Municipality of Salt for the purpose of preserving its built-up cultural heritage.
21. “Technical Development Department” mean the Technical Development Department of the Ministry of Tourism and Antiquities responsible for overall implementation, procurement, financial management activities, and preparation of Project reports under the Project.