

CONFORMED COPY

CREDIT NUMBER 2664 KH

(Technical Assistance Project)

between

KINGDOM OF CAMBODIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 16, 1994

CREDIT NUMBER 2664 KH

DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated December 16, 1994, between KINGDOM OF CAMBODIA (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; and

WHEREAS: (B) 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 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) "CDC" means the Council for the Development of Cambodia, established pursuant to the Borrower's Law on Investment of the Kingdom of Cambodia, as promulgated on August 5, 1994;

(b) "CJ" means the Borrower's Council of Jurists, established pursuant to the Borrower's Prime Ministerial Sub- Decree No. 13, dated March 10, 1994;

(c) "COM" means the Borrower's Council of Ministers, established pursuant to the Borrower's Decree dated November 1, 1993;

(d) "Fiscal Year" means the twelve (12)-month period corresponding to any of the Borrower's fiscal years, which period commences on January 1 and ends on December 31 in each calendar year;

(e) "ITC" means the Borrower's Inter-ministerial Technical Committee on Administrative Reform, established pursuant to the Borrower's Prime Ministerial Sub-Decree No. 23, dated May 9, 1994;

(f) "LRU" means the Legal Reform Unit to be established by the Borrower within the CJ, pursuant to the provisions of Section 3.05 (a) of this Agreement;

(g) "MEF" means the Borrower's Ministry of Economy and Finance;

(h) "MOC" means the Borrower's Ministry of Commerce;

(i) "MOJ" means the Borrower's Ministry of Justice;

(j) "NBC" means the National Bank of Cambodia, the Borrower's central bank;

(k) "PMU" means the Project Management Unit established by the Borrower within the MEF, pursuant to the MEF's Decision No. 289 (Prakas), dated November 28, 1994;

(l) "Project Agencies" means, collectively, the Borrower's ministries and other governmental departments and agencies charged with assisting the MEF in carrying out the Project, which Project Agencies are referred to in the Annex to Schedule 2 to this Agreement;

(m) "Project Implementation Plan" means the Borrower's Plan for implementing the Project, which Plan is referred to in Section 3.01 (b) of, and set forth in Schedule 5 to, this Agreement; and

(n) "Special Account" means the account referred to in Section 2.02 (b) 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 eleven million six hundred thousand Special Drawing Rights (SDR 11,600,000).

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 described in Schedule 2 to this Agreement and to be financed out of the proceeds of the Credit.

(b) The Borrower may, for the purposes of the Project, open and maintain in dollars a special deposit account in NBC 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 Account shall be made in accordance with the provisions of Schedule 4 to this Agreement.

Section 2.03. The Closing Date shall be June 30, 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 (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 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 May 1 and November 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 May 1 and November 1 commencing May 1, 2005 and ending November 1, 2034. Each installment to and including the installment payable on November 1, 2014 shall be one percent (1%) of such principal amount, and each installment thereafter shall be two percent (2%) of such principal amount.

(b) Whenever (i) the Borrower's gross national product per capita, as determined by the Association, shall have exceeded seven hundred ninety dollars (\$790) in constant 1985 dollars for five (5) 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 carry out the Project through the MEF and the Project Agencies with due diligence and

efficiency and in conformity with appropriate administrative, economic, financial, managerial, public service and technical practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for 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 carry out the Project in accordance with the Project Implementation Plan set forth in Schedule 5 to this Agreement.

Section 3.02. Without limitation upon the provisions of Article IX of the General Conditions, the Borrower shall:

(a) prepare 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, of such scope and in such detail as the Association shall reasonably request, for the future operation of the Project;

(b) afford the Association a reasonable opportunity to exchange views with the Borrower on said plan; and

(c) thereafter, carry out said plan with due diligence and efficiency and in accordance with appropriate practices, taking into account the Association's comments thereon.

Section 3.03. (a) The Borrower shall, until completion of the Project, at all times: (i) maintain the PMU in the MEF with the necessary staffing, functions and resources; (ii) ensure that the PMU is headed by a qualified Project Coordinator acceptable to the Association, and is staffed by qualified personnel in adequate numbers; and (iii) promptly provide all funds, facilities, services and other resources required to enable the PMU to duly carry out all its functions and responsibilities.

(b) The PMU shall be responsible primarily for the general oversight and overall management, administration and coordination of the day-to-day implementation of the Project, including, inter alia, the procurement of all goods, works and services required therefor.

(c) The Borrower shall cause the PMU to prepare, in accordance with guidelines acceptable to the Association, and furnish to the Association for review not later than June 30 and December 31 in each Fiscal Year a semi-annual report on the progress achieved by the Borrower in carrying out the Project and all financial expenditures incurred in connection therewith.

Section 3.04. For the purposes of carrying out Part A.1 of the Project, the Borrower shall: (a) appoint all of its required counterpart personnel, with terms of reference and resources satisfactory to the Association, well prior to the arrival of the necessary consultants or the delivery of the requisite computerized management systems; and (b) ensure that each Project Agency carries out its respective action plan based on the corresponding annual work program under the Project Implementation Plan, and, thereafter, shall revise and update such plans in consultation with the Association not later than March 31 in each Fiscal year, beginning with the Fiscal Year ending December 31, 1995.

Section 3.05. For the purposes of carrying out Part B of the Project, the Borrower shall: (a) not later than June 30, 1995, establish within the CJ, and thereafter maintain until completion of the Project, a legal reform unit (the "LRU") with terms of reference and resources satisfactory to the Association, to be headed at all times by a resident legal advisor possessing the necessary qualifications and experience, and who shall be assisted by competent staff in adequate numbers possessing appropriate legal skills; and (b) not later than December 31, 1995, formally adopt an official statement on the priority economic and financial laws and regulations to be enacted during the period 1995-1998 for the further development of its market-based economy and private sector activities.

Section 3.06. In respect of all studies and training programs to be carried out under Part C of the Project, the Borrower shall furnish to the Association for prior approval: (a) the terms of reference for carrying out, financing and monitoring said studies; and (b) the terms of reference of said training programs, as well as the schedule for their implementation and the criteria for selecting the trainees and

supervising their training.

Section 3.07. Without any restriction or limitation upon any of the provisions of the General conditions or of this Agreement: (a) not later than June 30, 1997, the Borrower shall conduct, on the basis of terms of reference acceptable to the Association, a comprehensive mid-term review of the progress achieved to date by the Borrower in implementing the Project; and (b) promptly thereafter, taking into account the Association's recommendations pursuant to such review, the Borrower shall carry out the Project with due diligence and efficiency and shall take all remedial measures needed to achieve the objectives thereof.

Section 3.08. Except as the Association shall otherwise agree, procurement of the goods, works 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 separate 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 Account, 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 (6) 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 separate accounts reflecting such expenditures;

(ii) retain, until at least one (1) 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 Account 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

##### Effective Date; Termination

Section 5.01. The date one hundred twenty (120) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 5.02. The obligations of the Borrower under Articles III and IV of this Agreement shall cease on the date on which this Agreement shall terminate or on the date twenty (20) years after the date of this Agreement, whichever shall be the earlier.

#### ARTICLE VI

##### Representative of the Borrower; Addresses

Section 6.01. The Minister of Economy and 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:

Minister of Economy and Finance  
Ministry of Economy and Finance  
92nd Street  
Phnom Penh  
Kingdom of Cambodia

Telex:

(583) 17770101 CMPP

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 Phnom Penh, Kingdom of Cambodia, as of the day and year first above written.

KINGDOM OF CAMBODIA

By /s/ Keat Chhon

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Arnaud Guinard

Authorized Representative

#### 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) Civil works under Part A (2) of the Project	522,000	90%
(2) Goods	847,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 90% of local expenditures for other items procured locally
(3) Consultants' services	7,953,000	100%
(4) Training	978,000	100%
(5) Studies	782,000	100%
(6) Unallocated	518,000	
TOTAL	11,600,000	

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.

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: (a) works not exceeding the equivalent of one hundred thousand dollars (\$100,000); (b) goods not exceeding the equivalent of fifty thousand dollars (\$50,000); (c) consulting firms not exceeding the equivalent of one hundred thousand dollars (\$100,000); (d) individual consultants not exceeding the equivalent of fifty thousand dollars (\$50,000); and (e) all training costs; all 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 assist the Borrower in formulating and implementing institutional reforms for: (i) improving the management of its public sector finances; and (ii) establishing an enabling environment for private sector development.

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: Public Sector Management

1. Provision of technical assistance to aid the Borrower implement its public sector management reform program by:

(a) Strengthening the Borrower's institutional capacity for controlling its public expenditures by: (i) developing the necessary capabilities for macroeconomic analysis and preparation of national and provincial annual budgets; (ii) integrating budget management procedures into an annual planning-programming-budgeting cycle; (iii) improving the systems for budget implementation, control and supervision; (iv) developing a system for the supervision of treasury operations and preparation of monthly financial statements; (v) establishing a system for projecting monthly treasury revenues and expenditures; (vi) formulating administrative and accounting rules and procedures for revenue collection and expenditure operations; (vii) developing a legal and regulatory framework for public accounting; (viii) improving the centralization of accounting operations at the provincial level; and (ix) establishing an accounting system for foreign currency operations.

(b) Strengthening the Borrower's institutional capacity for planning, programming and managing its public investments by: (i) establishing a public investment budgeting unit in the MEF; (ii) developing a computerized public investment management system in said unit; (iii) formulating procedures and regulations for public investment management and project monitoring; (iv) enhancing the strategic capacity of the CDC; and (v) developing the macro-economic analysis capability of the MEF.

(c) Strengthening the Borrower's institutional capacity for managing its foreign debt by: (i) developing the necessary institutional and legal framework, and related procedural and organizational arrangements, for external debt management and reporting; and (ii) establishing a public debt management unit in the MEF.

(d) Strengthening the Borrower's institutional capacity for civil service management reform by designing alternative strategies and formulating related options for remodelling the Borrower's civil service, and increasing its efficiency as well as that of its public sector enterprises.

2. Constructing and equipping a training center and related facilities, to be attached to the MEF, with a capacity for training, recycling and upgrading the skills of about six hundred (600) trainees annually in public finance management.

3. Provision of computer hardware and software, vehicles and office automation equipment, materials and databases, in respect of the activities referred to in paragraph 1 hereinabove.

Part B: Legal Technical Assistance for Private Sector Development.

1. Carrying out a legal diagnostic study to determine: (a) the process and status of development to date of the Borrower's economic and financial laws and regulations; and (b) the degree of compatibility of the various economic and financial laws and regulations currently in force within the Borrower's territory.

2. Conducting a legal training needs assessment to determine the Borrower's priority legal training needs and recommend the appropriate programs necessary to meet such needs.

3. Based on the findings and recommendations of the study and assessment referred to in Paragraphs 1 and 2 hereinabove, and the Borrower's official statement of priority economic and financial laws referred to in Section 3.05 (b) of this Agreement, preparing and carrying out a time-based master plan for: (a) the drafting and revision of priority economic and financial laws and regulations; and (b) the preparation and offering of legal training workshops for judges, lawyers, civil servants and other professionals of the Borrower.

4. Establishing an automated system for publishing on a regular basis: (a) the Borrower's Official Journal in the Khmer, French and English languages; (b) the decisions of the Borrower's higher courts and related jurisprudence and doctrinal writings; and (c) a trademark gazette by the MOC.

5. Provision of computer hardware and software, and office automation equipment,



materials and databases, in respect of the activities referred to in paragraphs 1, 2, 3, and 4 hereinabove.

Part C: Training, Studies and Institutional Strengthening.

1. Carrying out of training programs (both locally and abroad) and workshops in respect of the activities referred to in Parts A and B hereinabove.
2. Provision of legal advisory services to the CJ, COM, MOC, MOJ and LRU.
3. Carrying out of: (i) a study on the development of the Borrower's financial markets; and (ii) selected sector policy studies in respect of the following sectors of the Borrower's economy, inter alia: agriculture, commerce, education, energy, environment, health, industry, statistics and feasibility of electronic cash transfers to provinces.
4. Provision of technical assistance and training to the PMU in carrying out its Project management, coordination, implementation, supervision and procurement responsibilities.
5. Provision of equipment and materials, including computer hardware and software and office and training equipment, in respect of the activities referred to in paragraphs 1, 2, 3 and 4 hereinabove.

\* \* \* \* \*

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

#### ANNEX TO SCHEDULE 2

The following governmental departments and agencies of the Borrower shall be responsible for assisting the MEF in carrying out the Project.

Part of the Project	Department/Agency
Part A (1) (a)	MEF
Part A (1) (b)	MEF/CDC
Part A (1) (c)	MEF
Part A (1) (d)	COM/ITC
Part A (2)	MEF
Part A (3)	PMU
Part B (1)	CDC/CJ/MOC/MOJ
Part B (2)	CDC/CJ/COM/MOJ
Part B (3)	COM/CJ/MOJ
Part B (4)	COM/MOC/MOJ
Part B (5)	PMU
Part C (1)	PMU
Part C (2)	CJ/COM/MOC/MOJ
Part C (3)	MEF
Part C (4)	PMU
Part C (5)	PMU

#### SCHEDULE 3

##### Procurement and Consultants' Services

Section I. Procurement of Goods and Works

Part A: International Competitive Bidding

1. Except as provided in Part C hereof, goods shall be procured under contracts awarded in accordance with procedures consistent with those set forth in Sections I and II of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in May 1992 (the "Guidelines"), and in accordance with the following additional procedures:

(a) When contract award is delayed beyond the original bid validity period, such period may be extended once, subject to and in accordance with the provisions of Paragraph 2.59 of the Guidelines, by the minimum amount of time required to complete the evaluation, obtain necessary approvals and clearances and award the contract. The bid validity period may be extended a second time only if the bidding documents or the request for extension shall provide for appropriate adjustment of bid price to reflect changes in the cost of inputs for the contract over the period of extension. Such an increase in the bid price shall not be taken into account in the bid evaluation. With respect to each contract made subject to the Association's prior review in accordance with the provisions of Part D.1. of this Section, the Association's prior approval will be required for: (i) a first extension of the bid validity period, if the period of extension exceeds sixty (60) days, and (ii) any subsequent extension of the bid validity period.

(b) In the procurement of goods in accordance with this Part A, the Borrower shall use the relevant standard bidding documents issued by the Bank, with such modifications thereto as the Association shall have agreed to be necessary for the purposes of the Project. Where no relevant standard bidding documents have been issued by the Bank, the Borrower shall use bidding documents based on other internationally recognized standard forms agreed with the Association.

Part B: Preference for Domestic Manufacturers

1. In the procurement of goods in accordance with the procedures described in Part A.1. hereof, goods manufactured in the territory of the Borrower may be granted a margin of preference in accordance with, and subject to, the provisions of paragraphs 2.55 and 2.56 of the Guidelines and paragraphs 1 through 4 of Appendix 2 thereto.

Part C: Other Procurement Procedures

1. Local Competitive Bidding. Contracts for goods (including vehicles) and works estimated to cost the equivalent of less than two hundred thousand dollars (\$200,000) but more than fifty thousand dollars (\$50,000) per contract, up to an aggregate amount equivalent to nine hundred thousand dollars (\$900,000), may be procured under contracts awarded on the basis of competitive bidding, advertised locally, in accordance with procedures satisfactory to the Association.

2. Shopping. Contracts for goods (including vehicles) and works estimated to cost the equivalent of fifty thousand dollars (\$50,000) or less per contract, up to an aggregate amount equivalent to six hundred thousand dollars (\$600,000), may be awarded on the basis of comparison of price quotations obtained from at least three (3) suppliers eligible under the Guidelines, in accordance with procedures acceptable to the Association.

Part D: Review by the Association of Procurement Decisions

1. Review of invitations to bid and of proposed awards and final contracts:

(a) With respect to each contract to be procured pursuant to the provisions of Part A.1 hereof and with respect to the first two (2) contracts to be procured pursuant to the provisions of Parts C.1 and C.2 hereof, the procedures set forth in paragraphs 2 and 4 of Appendix 1 to the Guidelines shall apply. Where payments for such contract are to be made out of the Special Account, such procedures shall be modified to ensure that the two conformed copies of the contract required to be furnished to the Association pursuant to said paragraph 2 (d) shall be furnished to the Association prior to the making of the first payment out of the Special Account in respect of such contract.

(b) With respect to each contract not governed by the preceding paragraph, the procedures set forth in paragraphs 3 and 4 of Appendix 1 to the Guidelines shall apply. Where payments for such contract are to be made out of the Special Account,

such procedures shall be modified to ensure that the two conformed copies of the contract together with the other information required to be furnished to the Association pursuant to said paragraph 3 shall be furnished to the Association as part of the evidence to be furnished pursuant to paragraph 4 of Schedule 4 to this Agreement.

(c) The provisions of the preceding subparagraph (b) shall not apply to contracts on account of which withdrawals from the Credit Account are to be made on the basis of statements of expenditure.

2. The figure of fifteen percent (15%) is hereby specified for purposes of paragraph 4 of Appendix 1 to the Guidelines.

## Section II. Employment of Consultants

1. In order to assist the Borrower in carrying out the Project, the Borrower shall employ consultants whose qualifications, experience and terms and conditions of employment shall be satisfactory to the Association. Such consultants shall be selected in accordance with principles and procedures satisfactory to the Association on the basis 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").

2. For complex, time-based assignments, the Borrower shall employ such consultants under contracts using 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, the Borrower shall use other standard forms agreed with the Association.

3. 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 the equivalent of one hundred thousand dollars (\$100,000) each; or (b) contracts for the employment of consulting individuals estimated to cost less than the equivalent of fifty thousand dollars (\$50,000) each. However, this exception to prior Association review shall not apply to: (i) the terms of reference for such contracts; (ii) single source selection of firms; (iii) assignments of a critical nature as reasonably determined by the Association; (iv) amendments to contracts for consulting firms raising the contract value to the equivalent of one hundred thousand dollars (\$100,000) or more; or (v) amendments to contracts for the employment of consulting individuals raising the contract value to the equivalent of fifty thousand dollars (\$50,000) or more.

## SCHEDULE 4

### Special Account

1. For the purposes of this Schedule:

(a) The term "Eligible Categories" means Categories (1), (2), (3), (4) and (5) 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 one million dollars (\$1,000,000) to be withdrawn from the Credit Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule; provided, however, that, unless the Association shall otherwise agree, the Authorized Allocation shall be limited to an amount equivalent to three hundred thousand dollars (\$300,000) until the aggregate amount of withdrawals from the Credit Account, plus the total amount of all outstanding special commitments entered by the bank pursuant to Section 5.02 of the General Conditions shall be equal to or exceed the equivalent of five million dollars (\$5,000,000).

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 the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the 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 into the Special Account of an amount or amounts determined by the Association to be required to pay for Eligible Expenditures during the four (4) months following the date of each such request, which amount shall 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 such amount or amounts as the Association shall have determined to be so required.

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

(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;

(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 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: (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 (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 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 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.

(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

#### Project Implementation Plan

**PLEASE SEE ORIGINAL FOR IMPLEMENTAION PLAN**

