

CONFORMED COPY

INTERIM FUND CREDIT NUMBER N016-0 KG

Interim Fund  
Development Credit Agreement

(Public Sector Resource Management Adjustment Credit)

between

KYRGYZ REPUBLIC

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

as Administrator of the interim trust fund established  
with funds contributed by certain members of  
International Development Association  
pursuant to Resolution No. IDA 184  
of the Board of Governors of  
International Development Association

Dated May 6, 1997

INTERIM FUND CREDIT NUMBER N016-0 KG

INTERIM FUND  
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated May 6, 1997, between KYRGYZ REPUBLIC (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) as administrator (the Administrator) of the interim trust fund (Interim Fund) established with funds contributed by certain members of the Association pursuant to Resolution No. IDA 184 (the Interim Fund Resolution) of the Board of Governors of the Association, adopted on June 26, 1996.

WHEREAS (A) by the Interim Fund Resolution the Interim Fund has been established, constituted of the funds contributed by certain members of the Association and administered by the Association acting as Administrator of the Interim Fund, in accordance with the provisions of the Interim Fund Resolution;

(B) the Administrator has received a letter, dated March 5, 1997, from the Borrower describing a program of actions, objectives and policies designed to achieve structural adjustment of the Borrower's public sector resource management (hereinafter called the Program), declaring the Borrower's commitment to the execution of the Program, and requesting assistance from the Administrator in support of the Program during the execution thereof; and

(C) on the basis, inter alia, of the foregoing, the Administrator has decided in support of the Program to provide such assistance to the Borrower by making an

Interim Fund Credit in two tranches as hereinafter provided;

NOW THEREFORE the parties hereto hereby agree as follows:

#### ARTICLE I

##### General Conditions; Definitions

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

(a) The term "Association", wherever used in the General Conditions means the International Development Association acting as Administrator of the Interim Fund referred to in the Preamble to the Interim Fund Development Credit Agreement;

(b) The terms "Development Credit Agreement", "Credit" and "Credit Account", wherever used in the General Conditions, are amended to read "Interim Fund Development Credit Agreement", "Interim Fund Credit" and "Interim Fund Credit Account", respectively;

(c) Section 2.01, paragraph 9, shall be modified to read:

"'Project' means the program, referred to in the Preamble to the Interim Fund Development Credit Agreement, in support of which the Interim Fund Credit is made.";

(d) A new paragraph, numbered 15, is added to Section 2.01 to read as follows:

"15. "Participating Country" means any country that meets the requirements set forth in Section 5 (e) of Resolution No. IDA 184 of the Board of Governors of the Association, adopted on June 26, 1996, as determined by the Administrator as of the date on which the Interim Fund Credit was approved pursuant to Section 5 (c) of said Resolution" and "Participating Countries" means, collectively, all such countries.";

(e) The last sentence of Section 3.02 is deleted;

(f) Section 4.01 is modified to read:

"Except as the Administrator and the Borrower shall otherwise agree, withdrawals from the Interim Fund Credit Account shall be made in the currency of the deposit account specified in Section 2.02 of the Interim Fund Development Credit Agreement.";

(g) Section 5.01 is modified to read:

"The Borrower shall be entitled to withdraw from the Interim Fund Credit Account the proceeds of the Interim Fund Credit in accordance with the provisions of the Interim Fund Development Credit Agreement and of these General Conditions.";

(h) The last sentence of Section 5.03 is deleted;

(i) In Sections 6.02 and 7.01 of the General Conditions, the term "Association" shall also mean the International Development Association acting in its own capacity;

(j) Section 9.06 (c) shall be modified to read:

"(c) 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 Administrator, the Borrower shall prepare and furnish to the Administrator a report, of such scope and in such detail as the Bank shall reasonably request, on the execution of the program referred to in the Preamble to the Interim Fund Development Credit Agreement, the performance by the Borrower and the Administrator of their respective

obligations under the Interim Fund Development Credit Agreement and the accomplishment of the purposes of the Interim Fund Credit."; and

(k) Section 9.04 is deleted and Sections 9.05, 9.06 (as modified above), 9.07 and 9.08 are renumbered, respectively, Sections 9.04, 9.05, 9.06 and 9.07.

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) "SOM" means the Borrower's currency;

(b) "Social Funds" means the Borrower's pension fund, employment fund and social insurance fund, established by Governmental Decree No. 535 dated November 3, 1993 and amended by Governmental Decree No. 39 dated January 27, 1994; and

(c) "Deposit Account" means the account referred to in Section 2.02 (b) of this Agreement.

## ARTICLE II

### The Interim Fund Credit

Section 2.01. The Administrator agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Interim Fund Development Credit Agreement, an amount in various currencies equivalent to thirty two million Special Drawing Rights (SDR 32,000,000).

Section 2.02. (a) Subject to the provisions of paragraphs (b), (c) and (d) of this Section, the Borrower shall be entitled to withdraw the proceeds of the Interim Fund Credit from the Interim Fund Credit Account in support of the Program.

(b) The Borrower shall open, prior to furnishing to the Administrator the first request for withdrawal from the Interim Fund Credit Account, and thereafter maintain in its central bank, a deposit account in Dollars on terms and conditions satisfactory to the Administrator. All withdrawals from the Interim Fund Credit Account shall be deposited by the Administrator into the Deposit Account.

(c) The Borrower undertakes that the proceeds of the Interim Fund Credit shall not be used to finance expenditures excluded pursuant to the provisions of Schedule 1 to this Agreement. If the Administrator shall have determined at any time that any proceeds of the Interim Fund Credit shall have been used to make a payment for an expenditure excluded pursuant to the provisions of said Schedule 1, the Borrower shall, promptly upon notice from the Administrator: (i) deposit into the Deposit Account an amount equal to the amount of said payment; or (ii) if the Administrator shall so request, refund such amount to the Administrator. Amounts refunded to the Administrator upon such request shall be credited to the Interim Fund Credit Account for cancellation.

(d) No withdrawal shall be made from the Interim Fund Credit Account after the aggregate of the proceeds of the Interim Fund Credit withdrawn from the Interim Fund Credit Account shall have reached the equivalent of SDR 16,000,000 unless the Administrator shall be satisfied, after an exchange of views as described in Section 3.01 of this Agreement based on evidence satisfactory to the Administrator: (i) that the macro-economic framework of the Borrower is consistent with the Program as determined on the basis of indicators acceptable to the Administrator; (ii) with the progress achieved by the Borrower in the carrying out of the Program; and (iii) that the actions described in Schedule 2 to this Agreement have been taken. If, after said exchange of views, the Administrator shall have given notice to the Borrower that the progress achieved and actions taken are not satisfactory and, within ninety (90) days after such notice, the Borrower shall not have achieved progress and taken actions satisfactory to the Administrator, then the Administrator may, by notice to the Borrower, cancel the unwithdrawn amount of the Interim Fund Credit or any part thereof.

Section 2.03. The Closing Date shall be June 30, 1999 or such later date as the

Administrator shall establish. The Administrator 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 Interim Fund 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 Interim Fund 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 Interim Fund Credit withdrawn and outstanding from time to time.

Section 2.06. Commitment and service charges shall be payable semi-annually on May 15 and November 15 in each year.

Section 2.07. (a) Subject to paragraphs (b) and (c) below, the Borrower shall repay the principal amount of the Interim Fund Credit in semi-annual installments payable on each May 15 and November 15 commencing May 15, 2007 and ending November 15, 2031. Each installment to and including the installment payable on November 15, 2016 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 (3) 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 Administrator 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 Interim Fund Credit shall have been repaid; and (B) requiring the Borrower to commence repayment of the principal amount of the Interim Fund Credit as of the first semi-annual payment date referred to in paragraph (a) above falling six (6) months or more after the date on which the Administrator 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 (5) years on such repayment of principal.

(c) If so requested by the Borrower, the Administrator 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 rate at an annual rate agreed with the Administrator on the principal amount of the Interim Fund Credit withdrawn and outstanding from time to time, provided that, in the judgment of the Administrator, 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 Administrator 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

#### Particular Covenants

Section 3.01. (a) The Borrower and the Administrator shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program.

(b) Prior to each such exchange of views, the Borrower shall furnish to the Administrator for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Administrator shall reasonably request.

(c) Without limitation upon the provisions of paragraph (a) of this Section, the Borrower shall exchange views with the Administrator on any proposed action to be taken after the disbursement of the Interim Fund Credit which would have the effect of materially reversing the objectives of the Program, or any action taken under the Program, including any action specified in Schedule 2 to this Agreement.

Section 3.02. Upon the Administrator's request, the Borrower shall:

(a) have the Deposit Account audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Administrator;

(b) furnish to the Administrator as soon as available, but in any case not later than six (6) months after the date of the Administrator's request for such audit, a certified copy of the report of such audit by said auditors, of such scope and in such detail as the Administrator shall have reasonably requested; and

(c) furnish to the Administrator such other information concerning the Deposit Account and the audit thereof as the Administrator shall have reasonably requested.

### ARTICLE IV

#### Additional Event of Suspension

Section 4.01. Pursuant to Section 6.02 (h) of the General Conditions, the following additional event is specified, namely, that a situation has arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out.

### ARTICLE V

#### Effective Date; Designation of Administrator

Section 5.01. The following event is specified as an additional condition of effectiveness of this Agreement within the meaning of Section 12.01 (b) of the General Conditions, namely that the Borrower has entered into advisory service contracts with the six following advisors: (i) a principal advisor on the Program, (ii) an advisor on medium-term financial plan, (iii) an advisor on investment planning and budgeting, (iv) an advisor on expenditure control, (v) an advisor on intergovernmental finance, and (vi) an advisor on estimation of expenditures.

Section 5.02. The date sixty (60) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 5.03. In the event that the Executive Directors of the Association decide to terminate the functions of the Association as administrator of the Interim Fund pursuant to Section 7 of the Interim Fund Resolution, all of the rights and obligations of the Administrator under this Agreement shall be assumed by the Association in accordance with the Interim Fund Resolution and such decision of said

Executive Directors, as of a date to be notified by the Administrator to the Borrower.

ARTICLE VI

Representative of the Borrower; Addresses

Section 6.01. The Minister of Finance of the Borrower is designated as the representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Ministry of Finance  
Erkindik Boulevard, 58  
Bishkek 720874  
Kyrgyz Republic

Telex:

245156 NUR KH

For the Association and the Administrator:

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

Cable address:

INDEVAS  
Washington, D.C.

Telex:

248423 (MCI) or  
64145 (MCI)

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.

KYRGYZ REPUBLIC

By /s/ Baktybek Abdrissaev

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION  
as Administrator of the interim trust fund established  
with funds contributed by certain members of  
International Development Association pursuant to  
Resolution No. IDA 184 of the Board of Governors of  
International Development Association

By /s/ Kadir T. Yurukoglu

Acting Regional Vice President  
Europe and Central Asia

SCHEDULE 1

## Excluded Expenditures

For purposes of Section 2.02 (c) of this Agreement, the proceeds of the Interim Fund Credit shall not be used to finance the following expenditures:

1. expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower;
2. expenditures for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank, the Association or the Administrator shall have financed or agreed to finance, or which the Bank, the Association or the Administrator shall have financed or agreed to finance under another credit or a loan;
3. expenditures for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev. 3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or sub-groups under future revisions to the SITC, as designated by the Administrator by notice to the Borrower:

Group	Subgroup	Description of Items
112	--	Alcoholic beverages
121	--	Tobacco, unmanufactured, tobacco refuse
122	--	Tobacco, manufactured (whether or not containing tobacco substitutes)
525	--	Radioactive and associated materials
667	--	Pearls, precious and semi-precious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof, fuel elements (cartridges), non-irradiated for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971	--	Gold, non-monetary (excluding gold ores and concentrates)

4. expenditures for goods intended for a military or para-military purpose or for luxury consumption;
5. expenditures for environmentally hazardous goods (for purposes of this paragraph the term "environmentally hazardous goods" means goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party);
6. expenditures (a) in the territories of any country which is not a Participating Country, or for goods procured in, or services supplied from, such territories, or (b) on account of any payment to persons or entities, or any import of goods, if such

payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and

7. expenditures under a contract in respect of which the Administrator determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of a beneficiary of the Interim Fund Credit during the procurement or execution of such contract, without the Borrower having taken timely and appropriate action satisfactory to the Administrator to remedy the situation.

## SCHEDULE 2

### Actions Referred to in Section 2.02 (d) of this Agreement

1. The Borrower has amended the law on the principles of the Borrower's budget, in a manner satisfactory to the Administrator.
2. The Borrower has provided satisfactory evidence to the Administrator that the Borrower's budget plan for fiscal year 1998: (i) has been prepared on the basis of a medium-term financial plan, satisfactory to the Administrator, and expenditure ceilings consistent with such plan; (ii) includes expenditure appropriations to the spending units; and (iii) covers all investment projects implemented by the Borrower's agencies or financed under the budget.
3. The Borrower has adopted a double-entry accounting system for the Social Funds and has prepared: (i) monthly financial accounts and reports for the last three (3) months; and (ii) an operational manual.
4. The Borrower has provided satisfactory evidence to the Administrator that two (2) quarterly reviews of the Borrower's budget have been completed, according to criteria agreed with the Administrator.
5. The Borrower has provided satisfactory evidence to the Administrator that for at least six (6) months: (i) a system of warrants to spending units has been implemented; and (ii) the Borrower has complied with the indicators for fiscal performance agreed with the Administrator.
6. The Borrower has provided satisfactory evidence to the Administrator that: (i) the Borrower has established a clear division of audit responsibility among the Chamber of Accounts, the Borrower's State Financial Inspectorate, and the internal audit unit of the Borrower's Ministry of Finance; (ii) the Chamber of Accounts has made public, on a quarterly basis, the results of all audits that it has carried out in the last three quarters; and (iii) the Borrower's Government has submitted to the Borrower's Parliament the annual statements on the execution of the budget for fiscal year 1996, together with the audit report of the Chamber of Accounts on these statements.
7. The Borrower has provided satisfactory evidence to the Administrator that it has audited: (i) the treasury system of the Borrower's Ministry of Finance; and (ii) the budget of all six (6) of the Borrower's oblasts and the City of Bishkek.
8. The Borrower has provided satisfactory evidence to the Administrator that: (i) all the necessary rules and procedures relating to the Agency for Public Procurement have been adopted and are in force; and (ii) the Borrower has prepared standard bidding documents for works and goods, in a manner satisfactory to the Administrator.
9. The Borrower has provided satisfactory evidence to the Administrator that the intergovernmental tax sharing and transfer system, provided for in the Borrower's budget for fiscal year 1997, has been implemented and reflected in the Borrower's budget plan for fiscal year 1998, in a manner satisfactory to the Administrator.
10. The Borrower has: (i) prepared a plan, satisfactory to the Administrator, for assuming the cost of the essential social and other non-production related services to be financed by the public sector; and (ii) has included the cost of such services in the Borrower's budget plan for fiscal year 1998.



