

CONFORMED COPY

LOAN NUMBER 7345-PE

Loan Agreement

**(Third Programmatic Decentralization and Competitiveness
Development Policy Loan)**

between

REPUBLIC OF PERU

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated December 8, 2005

LOAN AGREEMENT

Agreement dated December 8, 2005, entered into between REPUBLIC OF PERU (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Bank has decided to provide this financing on the basis, *inter alia*, of: (a) the actions which the Borrower has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement; and (b) the Borrower’s maintenance of an appropriate macro-economic policy framework. The Borrower and the Bank therefore 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 one hundred and fifty million dollars (US\$150,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement (“Loan”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in support of the Program in accordance with Section II of Schedule 1 to this Agreement.

- 2.03. The Commitment Charge payable by the Borrower shall be equal to: (i) eighty five one-hundredths of one per cent (0.85%) per annum from the date on which the Commitment Charge commences to accrue in accordance with the provisions of Section 3.01 of the General Conditions to but not including the fourth anniversary of such date; and (ii) seventy five one-hundredths of one per cent (0.75%) per annum thereafter; subject in either case 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; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions.
- 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 2 to this Agreement.
- 2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan from a Variable Rate to a Fixed Rate, or vice versa; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in

accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

- 2.09. Without limitation upon the provisions of Section 5.10 of the General Conditions, the Borrower shall promptly furnish to the Bank such information relating to the provisions of this Article II as the Bank may, from time to time, reasonably request.
- 2.10. The Borrower's Minister of Economy and Finance or the Borrower's Director of Public Indebtedness, and any person whom he or she shall designate in writing, is designated as representative of the Borrower for the purposes of taking any action required or permitted to be taken under the provisions of Section 2.02 of this Agreement and Article II of the General Conditions.

ARTICLE III—PROGRAM

- 3.01. The Borrower declares its commitment to the Program and its implementation. To this end:
- (a) the Borrower and the Bank 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 Bank for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Bank shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Borrower shall exchange views with the Bank on any proposed action to be taken after the disbursement of the Loan 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 Section I of Schedule 1 to this Agreement.

ARTICLE IV—REMEDIES OF THE BANK

- 4.01. The Additional Events of Suspension consist of the following:

- (a) A situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.
- (b) The Borrower's Framework Law on Decentralization (*Ley de Bases de la Descentralización* No. 27783 published on July 20, 2002) and the Organic Law on Regional Governments (*Ley Orgánica de Gobiernos Regionales* No. 27867 published on November 18, 2002, as amended) shall have been amended, suspended, abrogated, repealed or waived, so as to affect negatively and adversely the objectives of the Program.
- (c) The Borrower's macroeconomic policy framework has become inconsistent with the objectives of the Program.
- (d) An action has been taken or a policy has been adopted to reverse any action or policy under the Program (including any action listed in Section I of Schedule 1 to this Agreement) in a manner that would, in the opinion of the Bank, adversely affect the achievement of the objectives of the Program.

ARTICLE V—EFFECTIVENESS

5.01. The Effectiveness Deadline is the date ninety days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower's Representative is the Borrower's Minister at the time responsible for Finance.

6.02. The Borrower's Address is:

Ministry of Economy and Finance
 Jr. Junín 319
 Lima, Peru
 Facsimile:

(511) 426-8500

6.03. 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	248423(MCI) or	1-202-477-6391
Washington, D.C.	64145(MCI)	

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

REPUBLIC OF PERU

By/s/ Fernando Zavala Lombardi
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By/s/ Pamela Cox
Authorized Representative

SCHEDULE 1

Program Actions; Availability of Loan Proceeds

Section I. Actions Taken Under the Program

The actions taken by the Borrower under the Program include the following:

- A. The Borrower has met its 2004 macro-fiscal objectives as evidenced in its multi-annual macroeconomic framework for 2006-2008 (*Marco Macroeconómico Multianual 2006-2008*) which, *inter alia*, evaluates the macroeconomic performance achieved in 2004.
- B. The Borrower has: (1) proposed measures to strengthen tax collection and administration as evidenced by the Borrower's draft supreme decree referenced in the letter from the Borrower's Ministry of Economy and Finance (*Oficio* No. 666-2005-EF/10) dated November 4, 2005; and (2) presented to the Bank two reports (*Documento* No. RFP/SIA 051017.1300 *Informes* Nos. 1 and 2) evidencing that SIAF-GL cadastre collection modules are operational in 28 provincial municipalities and that the SIAF-SP expenditure, revenue and accounting modules are implemented in 606 municipalities.
- C. The Borrower has defined: (1) criteria for Canon distribution as evidenced by the Borrower's Law No. 28322 dated August 9, 2004 and published on August 10, 2004, and by the Borrower's Supreme Decree No. 187-2004-EF dated December 21, 2004 and published on December 22, 2004; and (2) lending policies to public sector entities as evidenced by a Directive No. BN-DIR-3300-001-039 from *Banco de la Nación* dated March 24, 2005.
- D. The Borrower has: (1) approved the legal framework for public sector entities debt registration and accounting as evidenced by: (i) the Borrower's Law No. 28563 dated June 30, 2005 and published on July 1, 2005 as amended through the Borrower's Emergency Decree No. 016-2005 dated July 18, 2005 and published on July 19, 2005; and (ii) the Borrower's Supreme Decree No. 114-2005-EF dated September 8, 2005 and published on September 9, 2005 in particular its methodological annex; and (2) proposed a legal framework for administrative sanctions

against regional and local governments for non compliance with fiscal rules as evidenced by the Memorandum No. 381-2005-EF/65.12 from the Borrower's Ministry of Economy and Finance and dated October 31, 2005.

- E. The Borrower has: (1) approved the regulation for the accreditation system for regional and local governments as evidenced by the Borrower's Supreme Decree No. 080-2004-PCM dated November 15, 2004 and published on November 16, 2004; and (2) executed at least three result management agreements including health indicators with regional and local governments pursuant to the Borrower's Directive No. 007-2005-EF/76.01, dated February 11, 2005 and published on February 16, 2005.
- F. The Borrower has initiated the implementation of a monitoring and evaluation system for public expenditure as evidenced by: (1) the Borrower's Directive No. 019-2004-EF/76.01 approved through the Borrower's Directorate Resolution No. 046-2004-EF/76.01 dated October 21, 2004 and published on October 26, 2004; and (2) the Borrower's Memoranda No. 347-2005-EF/76.01 dated October 6, 2005 and No. 357-2005-EF/76.01 dated October 18, 2005.
- G. The Borrower has published the regional competitiveness indicators on the website of CNC (perucompite.gob.pe).
- H. The Borrower has: (1) created and operationalized two new multiregional offices for business promotion in the Borrower's territory; and (2) approved its National Plan for Competitiveness as evidenced by the Borrower's Supreme Decree No. 057-2005-PCM dated July 28, 2005 and published on July 29, 2005.
- I. The Borrower has improved the technical framework for quality standards for Peruvian goods and services as evidenced by: (1) the INDECOPI letter (*Oficio* No. 0731-2005/CRT-INDECOPI dated October 18, 2005); and (2) the letter from the Borrower's Ministry of Production (*Oficio* No. 087-2005-PRODUCE/VMI-REDCITES) dated October 3, 2005.
- J. The Borrower has improved its transportation and logistics framework as evidenced by the Borrower's Directorate Resolutions No. 1471-2005-MTC/20 dated October 20, 2005 and No. 1492-2005-MTC/20 dated October 24, 2005.

- K. The Borrower has improved its investment and business climate by enhancing transparency on public sector procurement as evidenced by: (1) the publication of the SEACE information module on the website seace.gob.pe; and (2) the approval of a pilot plan for public sector procurement through the Borrower's Supreme Decrees No. 046-2005-PCM dated July 6, 2005 and published on July 7, 2005; and No. 073-2005-PCM dated September 28, 2005 and published on September 29, 2005.
- L. The Borrower has implemented measures to accelerate the implementation of business simplification procedures as evidenced by: (1) the letter from the Borrower's Council of Ministers (*Oficio* No. 364-2005-PCM/SGP) dated October 18, 2005; (2) the design of a SIMTA website portal for entrepreneurs; and (3) the creation of a one-stop portal in the Municipality of Lima through the adoption of Municipal Ordinance No. 857 dated October 20, 2005 and published on October 30, 2005.
- M. The Borrower has: (1) created and operationalized seven commercial courts and one commercial appeals court in Lima as evidenced by the Borrower's Administrative Resolution No. 185-2004-CE-PJ from the Borrower's Executive Council of the Judiciary dated October 6, 2004; and (2) created at least one commercial court outside of Lima as evidenced by the letter from the Borrower's Executive Council of the Judiciary (*Oficio* No. 4016-2005-CE-PJ) dated October 10, 2005.

Section II. Availability of Loan Proceeds

- A. General.** The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Borrower.
- B. Allocation of Loan Amounts.** The Loan shall (except for amounts required to pay the Front-end Fee) be withdrawn in a single tranche. The allocation of the amounts of the Loan to this end is set out in the table below:

Allocations	Amount of the Loan Allocated (expressed in US Dollars)
Single Tranche	149,625,000
Front-end Fee	375,000
TOTAL AMOUNT	150,000,000

- C. Deposits of Loan Amounts.** Except as the Bank may otherwise agree:
1. all withdrawals from the Loan Account shall be deposited by the Bank into an account designated by the Borrower and acceptable to the Bank; and
 2. the Borrower shall ensure that upon each deposit of an amount of the Loan into this account, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to the Bank.
- D. Excluded Expenditures.** The Borrower undertakes that the proceeds of the Loan shall not be used to finance Excluded Expenditures. If the Bank determines at any time that an amount of the Loan was used to make a payment for an Excluded Expenditure, the Borrower shall, promptly upon notice from the Bank, refund an amount equal to the amount of such payment to the Bank. Amounts refunded to the Bank upon such request shall be cancelled.
- E. Closing Date.** The Closing Date is December 31, 2006.

SCHEDULE 2

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)
April 15, 2016	10%
October 15, 2016	30%
April 15, 2017	60%

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.
5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

APPENDIX

Section I. Definitions

1. “*Banco de la Nación*” means the Borrower’s public sector bank created and operating, *inter alia*, under the Borrower’s Law No. 16000 dated January 27, 1966 and the Borrower’s Supreme Decree No. 07-94-EF dated January 26, 1994.
2. “Canon” means the share of income tax revenue obtained from activities related to the exploitation of natural resources in the mining, gas and forests sectors which is allocated by the Borrower’s central government to local and regional governments.
3. “CNC” means *Consejo Nacional de Competitividad*, the Borrower’s national council for competitiveness, created and operating under the Borrower’s Supreme Decree No. 024-2002-PCM dated April 18, 2002 and published on April 23, 2002, as amended.
4. “Excluded Expenditure” means any expenditure:
 - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank or the Association has financed or agreed to finance, or which the Bank or the Association has financed or agreed to finance under another loan, credit, or grant;
 - (b) 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 subgroups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse

Group	Sub-group	Description of Item
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious 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)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
- (d) for environmentally hazardous 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;
- (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
- (f) under a contract with respect to which the Bank determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Borrower or other recipient of the Loan proceeds during the procurement or execution of such contract, without the Borrower (or other such recipient) having taken timely

and appropriate action satisfactory to the Bank to remedy the situation.

5. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans” dated July 1, 2005 with the modifications set forth in Section II of this Appendix.
6. “INDECOPI” means *Instituto Nacional de Defensa de la Competencia y de la Protección de la Propiedad Intelectual*, the Borrower’s national institute for free competition and for the protection of intellectual property, created and operating under the Borrower’s Decree Law No. 25868 dated November 18, 1992 and published on November 24, 1992, as amended.
7. “Program” means the program of actions, objectives and policies designed to achieve decentralization and competitiveness reforms in the Borrower’s economy, so as to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated November 7, 2005 from the Borrower to the Bank declaring the Borrower’s commitment to the execution of the Program, and requesting assistance from the Bank in support of the Program during its execution.
8. “SEACE” means *Sistema Electrónico de Adquisiciones y Contrataciones del Estado*, the Borrower’s national electronic system for public sector procurement, created and operating under the Borrower’s Law No. 28267 dated July 1, 2004 and published on July 3, 2004.
9. “SIAF-GL” means *Sistema Integrado de Administración Financiera para Gobiernos Locales*, the Borrower’s integrated financial administration system for local governments, a subcomponent of SIAF-SP for local governments.
10. “SIAF-SP” means *Sistema Integrado de Administración Financiera del Sector Público*, the Borrower’s integrated financial administration system for public sector, established and operating pursuant to Viceministerial Decree No. 005-97-EF/11 dated January 11, 1997.
11. “SIMTA” means *Sistema de Información y Monitoreo de Trámites Administrativos*, the Borrower’s system of information and monitoring for administrative procedure, an initiative within the Borrower’s Presidency of the Council of Ministers, aimed at simplifying and reducing administrative procedures related to the creation and operation of business.

12. “Single Tranche” means the amount of the Loan allocated to the category entitled “Single Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

Section II. Modifications to the General Conditions

The modifications to the “International Bank for Reconstruction and Development General Conditions for Loans” dated July 1, 2005 are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.
3. Sections 5.01 (*Project Execution Generally*), and 5.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article V are renumbered accordingly.
4. Paragraph (a) of Section 5.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.
5. Paragraph (c) of Section 5.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

“Section 5.06. *Plans; Documents; Records*

... (c) The Borrower shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Loan until two years after the Closing Date. The Borrower shall enable the Bank’s representatives to examine such records.”

6. Section 5.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

Section 5.07. Program Monitoring and Evaluation

... (c) The Borrower shall prepare, or cause to be prepared, and furnish to the Bank not later than six months after the Closing Date, a report of such scope and in such detail as the Bank shall reasonably request, on the execution of the Program, the performance by the Loan Parties and the Bank of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Loan.

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

(a) The definition of the term “Eligible Expenditure” is modified to read as follows:

“‘Eligible Expenditure’ means any use to which the Loan is put in support of the Program, other than to finance expenditures excluded pursuant to the Loan Agreement.”

(b) The term “Financial Statements” and its definition as set forth in the Appendix are deleted in their entirety.

(c) The term “Project” is modified to read “Program” and its definition is modified to read as follows:

“‘Program’ means the program referred to in the Loan Agreement in support of which the Loan is made.” All references to “Project” throughout these General Conditions are deemed to be references to “Program”.