

CONFORMED COPY

CREDIT NUMBER 3351 BOS

Development Credit Agreement

(Education Development Project)

between

BOSNIA AND HERZEGOVINA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 18, 2000

CREDIT NUMBER 3351 BOS

DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated July 18, 2000, between BOSNIA and HERZEGOVINA (the Borrower) and the 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;

(B) Part A of the Project will be carried out by the Federation of Bosnia and Herzegovina (the Federation) with the Borrower's assistance and, as part of such assistance, the Borrower will make available to the Federation a part of the proceeds of the Credit as provided in this Agreement;

(C) Part B of the Project will be carried out by Republika Srpska (RS) with the Borrower's assistance and, as part of such assistance, the Borrower will make available to the RS a part of the proceeds of the Credit as provided in this Agreement; and

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to extend the Credit to the Borrower upon the terms and conditions set forth in this Agreement and in the Project Agreements of even date herewith between the Association and the Federation and the Association and Republika Srpska;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association, dated January 1, 1985, as amended through December 2, 1997, with the modifications set forth below (the General Conditions) constitute an integral part of this Agreement:

(a) A new paragraph (d) is added to Section 3.04 to read:

"If the Association shall at any time receive less than the full amount then due and payable to it under the Development Credit Agreement, the Association shall have the right to allocate and apply the amount so received in any manner and for such purposes under the Development Credit Agreement as the Association in its sole discretion determine."

(b) Section 11.01 is modified by replacing, in the second sentence, the word "radiogram" with the word "facsimile" and adding a new sentence at the end of the said Section to read:

"Deliveries made by facsimile transmission shall also be confirmed by mail."

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) "Beneficiary" means for: (i) a Quality Fund Grant (defined hereafter), a teacher, participating primary school or teacher training institution, established and operating in the territory of the Borrower and selected pursuant to the criteria set forth in the Operational Manual (defined hereafter); and (ii) a Higher Education Fund Grant (defined hereafter), a university or similar higher education institution, established and operating in the territory of the Borrower and selected pursuant to the criteria set forth in the Operational Manual;

(b) "Coordinating Board for Higher Education" means the coordinating board, satisfactory to the Association, established pursuant to Parts A.4 and B.4 of the Project;

(c) "Eligible Categories" means, in respect of the Federation Special Account for Part A of the Project, Categories A (1) through A (8) set forth in the table in Part A.1 of Schedule 1 to this Agreement; and in respect of the Republika Srpska Special Account for Part B of the Project, Categories B (7) through B (16) set forth in said table;

(d) "Eligible Expenditures" means, in respect of the Federation Special Account for Part A of the Project, the expenditures for goods and services referred to in Section 2.02 of this Agreement and to be financed out of the proceeds of the Credit allocated from time to time to said Special Account's respective Eligible Categories; and in respect of the Republika Srpska Special Account for Part B of the Project, the expenditures for goods and services referred to in Section 2.02 of this Agreement and to be financed out of the proceeds of the Credit allocated from time to time to said Special Account's respective Eligible Categories;

(e) "EMIS Committee" means the committee to be established by the Federation MOE and RS MOE, satisfactory to the Association under Parts A.3 and B.3 of the Project;

(f) "Entity" means either the Federation (defined hereafter) or Republika Srpska, as the case may be, and "Entities" means the Federation and Republika Srpska, collectively;

(g) "Federation" means the Federation of Bosnia and Herzegovina, a political subdivision of the Borrower, and includes any successor or successors thereto;

(h) "Federation MOE" means the Ministry of Education, Science, Culture and Sports of the Federation, and includes any successor thereto;

(i) "Federation Project Agreement" means the agreement between the Association and the Federation of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Federation Project Agreement;

(j) "Federation Subsidiary Financing Agreement" means the agreement entered or to be entered into between the Borrower and the Federation pursuant to Section 3.01 (b) of this Agreement, as the same may be amended from time to time, and such term includes all schedules to the Federation Subsidiary Financing Agreement, and "Federation Subsidiary Credit" means the credit provided under the Federation Subsidiary Financing Agreement;

(k) "Higher Education Fund Grant" means a grant made or proposed to be made under Part A.4 and B.4 of the Project to a Beneficiary, out of the proceeds of the Credit, for a Sub-project (defined hereafter);

(l) "Living Standards Measurement Survey" means a country-wide multi-household survey designed to measure the general welfare and poverty using consumption-based indicators;

(m) "Operational Manual" means the manual to be adopted by the PCUs (defined hereafter), pursuant to Section 6.01 (b) (i) and paragraph 3 (c) (iii) of Schedule 1 to this Agreement, setting out the operational and administrative procedures for the implementation of the Project;

(n) "PCU(s)" means each of the Project Coordination Unit(s) established within the Federation MOE and RS MOE, as the case may be;

(o) "Project Agreement" means either the Federation Project Agreement or the Republika Srpska Project Agreement, as the case may be, and "Project Agreements" means said project agreements, collectively;

(p) "Project Management Report" means each report prepared in accordance with Section 3.02 of the Federation Project Agreement and Republika Srpska Project Agreement;

(q) "Quality Fund Board" means the board to be established by the Federation MOE and RS MOE satisfactory to the Association;

(r) "Quality Fund Grant" means a grant made or proposed to be made under Parts A.1 and B.1 of the Project to a Beneficiary, out of the proceeds of the Credit, for a Sub-project;

(s) "Republika Srpska" or "RS" means Republika Srpska, a political subdivision of the Borrower, and includes any successor or successors thereto;

(t) "RS MOE" means the Ministry of Education, Science and Culture of Republika Srpska, and includes any successor thereto;

(u) "RS Project Agreement" means the agreement between the Association and Republika Srpska of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the RS Project Agreement;

(v) "RS Subsidiary Financing Agreement" means the agreement entered or to be entered into between the Borrower and Republika Srpska, pursuant to Section 3.01 (c) of this Agreement, as the same may be amended from time to time, and such term includes all schedules to the RS Subsidiary Financing Agreement, and "RS Subsidiary Credit" means the credit provided under the RS Subsidiary Financing Agreement;

(w) "Special Accounts" means the accounts referred to in Part B of Schedule 1 to this Agreement;

(x) "Standards and Assessment Agency" means the Standards and Assessment Agency of the Borrower, and includes any successor thereto acceptable to the Association;

(y) "Sub-project" means for: (i) a Quality Fund Grant, a project for educational improvement, teacher training and merit-based training scholarships and strengthening institutions which offer pre-service and in-service training for teachers and to be carried out by a Beneficiary under Parts A.1 and B.1 of the Project; and (ii) a Higher Education Fund Grant, a project to increase strategic planning and institutional consolidation and improve qualification and accreditation systems and to be carried out by a Beneficiary under Parts A.4 and B.4 of the Project; and

(z) "Subsidiary Financing Agreement" means either agreement entered or to be entered into between the Borrower and each Entity pursuant to Section 3.01 (b) or (c) of this Agreement, as the same agreement may be amended from time to time, and such term includes all schedules supplemental to each Subsidiary Financing Agreement; "Subsidiary Financing Agreements" means said agreements, collectively; and "Subsidiary Credit" means a credit to be made out of the proceeds of the Credit provided to each Entity under a Subsidiary Financing 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 eight million Special Drawing Rights (SDR 8,000,000).

Section 2.02. The amount of the Credit may be withdrawn from the Credit Account in accordance with the provisions of Schedule 1 to this Agreement for: (i) 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 and to be financed out of the proceeds of the Credit; and (ii) amounts paid (or, if the Association should so agree, amounts to be paid) on account of withdrawals made by a Beneficiary under a Quality Fund Grant or a Higher Education Fund Grant to meet the reasonable cost of goods and services required for a Sub-project under Parts A.1, A.4, B.1 and B.4 of the Project in respect of which the withdrawal from the Credit Account is required.

Section 2.03. The Closing Date shall be December 31, 2004, 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 June 30 immediately preceding the accrual date and at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next date in that year specified in Section 2.06 of this Agreement.

(c) The commitment charge shall be paid: (i) at such places as the Association shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Borrower; and (iii) in the currency specified in this Agreement for the purposes of Section 4.02 of the General Conditions or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of that Section.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

Section 2.06. Commitment charges and service charges shall be payable semiannually on March 15 and September 15 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 March 15 and September 15 commencing September 15, 2010, and ending March 15, 2035. Each installment to and including the installment payable on March 15, 2020, 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 Association may, subsequent to the review and approval thereof by the Executive Directors of the Association and after due consideration by them of the development of the Borrower's economy, modify the repayment of installments under paragraph (a) above by:

- (A) requiring the Borrower to repay twice the amount of each such installment not yet due until the principal amount of the Credit shall have been repaid; and
- (B) requiring the Borrower to commence repayment of the principal amount of the Credit as of the first semi-annual payment date referred to in paragraph (a) above falling six (6) months or more after the date on which the Association notifies the Borrower that the events set out in this paragraph (b) have occurred, provided, however, that there shall be a grace period of a minimum of five (5) years on such repayment of principal.

(c) If so requested by the Borrower, the Association may revise the modification referred to in paragraph (b) above to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the principal amount of the Credit withdrawn and outstanding from time to time, provided that, in the judgment of the Association, such revision shall not change the grant element obtained under the above-mentioned repayment modification.

(d) If, at any time after a modification of terms pursuant to paragraph (b) above, the Association determines that the Borrower's economic condition has deteriorated significantly, the Association may, if so requested by the Borrower, further modify the terms of repayment to conform to the schedule of installments as provided in paragraph (a) above.

Section 2.08. The currency of the United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

ARTICLE III

Execution of the Project

Section 3.01. (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, without any limitation or restriction upon any of its other obligations under the Development Credit Agreement, shall cause the Federation and Republika Srpska to perform in accordance with the provisions of the Federation Project Agreement and the RS Project Agreement, respectively, all of the obligations of the Federation and Republika Srpska therein set forth, shall take and cause to be taken all actions, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable the Federation and Republika Srpska to perform such obligations, and shall not take or permit to be taken any action which would prevent or interfere with such performance.

(b) For the purposes of Part A of the Project, the Borrower shall enter into a subsidiary financing agreement with the Federation (the Subsidiary Financing Agreement) under terms and conditions which shall have been approved by the Association. Except as the Association shall otherwise agree, such terms and conditions shall include the following:

- (i) the Borrower shall relend to the Federation an amount in Dollars equivalent to the amount of the Credit allocated from time to time to Categories A (1) through A (8) set forth in the table in paragraph A.1 of Schedule 1 to this

Agreement;

- (ii) the term of the Federation Subsidiary Credit shall be 35 years, including a 10-year grace period;
- (iii) the Borrower shall charge the Federation a commitment charge at a rate equal to the rate payable under Section 2.04 of this Agreement, on the principal amount of the Federation Subsidiary Credit not withdrawn from time to time;
- (iv) the Borrower shall charge the Federation a service charge on the principal amount of the Subsidiary Credit withdrawn and outstanding from time to time at a rate equal to the rate payable under Section 2.05 of this Agreement;
- (v) the principal amount of the Subsidiary Credit shall be repayable in Dollars and shall be the equivalent in Dollars (determined as of the date or respective dates of repayment) of the value of currency or currencies withdrawn from the Credit Account on account of expenditures for the Project; and
- (vi) the Borrower shall have the right to require modification in the repayment terms of the Federation Subsidiary Credit in conformity with the provisions of Section 2.07 (b) of this Agreement.

(c) For the purposes of Part B of the Project, the Borrower shall enter into a subsidiary financing agreement with Republika Srpska (the Subsidiary Financing Agreement) under terms and conditions which shall have been approved by the Association. Except as the Association shall otherwise agree, such terms and conditions shall include the following:

- (i) the Borrower shall relend to Republika Srpska an amount in Dollars equivalent to the amount of the Credit allocated from time to time to Categories B (9) through B (16) set forth in the table in paragraph A.1 of Schedule 1 to this Agreement;
- (ii) the term of the RS Subsidiary Credit shall be 35 years, including a 10-year grace period;
- (iii) the Borrower shall charge Republika Srpska a commitment charge at a rate equal to the rate payable under Section 2.04 of this Agreement, on the principal amount of the RS Subsidiary Credit not withdrawn from time to time;
- (iv) the Borrower shall charge Republika Srpska a service charge on the principal amount of the Subsidiary Credit withdrawn and outstanding from time to time at a rate equal to the rate payable under Section 2.05 of this Agreement;
- (v) the principal amount of the Subsidiary Credit shall be repayable in Dollars and shall be the equivalent in Dollars (determined as of the date or respective dates of repayment) of the value of currency or currencies withdrawn from the Credit Account on account of expenditures for the Project; and
- (vi) the Borrower shall have the right to require modification in the repayment terms of the RS Subsidiary Credit in conformity with the provisions of Section 2.07 (b) of this Agreement.

(d) The Borrower shall exercise its rights under the Federation Subsidiary Financing Agreement and the RS Subsidiary Financing Agreement in such manner as to protect the interests of the Borrower and the Association and to accomplish the purposes of the Credit, and, except as the Association shall otherwise agree, shall not assign, amend, abrogate or waive the Federation Subsidiary Financing Agreement or the RS Subsidiary Financing Agreement or any provision thereof.

Section 3.02. Except as the Association shall otherwise agree, procurement of the goods, and consultants' services required for Part A of the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 2 to the Federation Project Agreement and procurement of the goods and consultants' services required for Part B of the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 2 to the RS Project Agreement.

Section 3.03. The Borrower and the Association hereby agree that the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of Part A of the Project shall be carried out by the Federation pursuant to Section 2.05 (a) of the Federation Project Agreement and in respect of Part B of the Project shall be carried out by RS pursuant to Section 2.05 (a) of the RS Project Agreement.

ARTICLE IV

Financial Covenants

Section 4.01. (a) 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 sound accounting practices, records and accounts reflecting such expenditures;
- (ii) ensure that all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures are retained 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 was made; and
- (iii) enable the Association's representatives to examine such records.

(b) The Borrower shall:

- (i) have the records and accounts referred to in paragraph (a) (i) of this Section including those for the Special Accounts 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 the report of such audit by said auditors of such scope and in such detail as the Association shall have reasonably requested including 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; and
- (iii) furnish to the Association such other information concerning said records and accounts and the audit thereof as the Association shall from time to time reasonably request.

ARTICLE V

Remedies of the Association

Section 5.01. Pursuant to Section 6.02 (1) of the General Conditions, the following additional events are specified:

(a) either Entity shall have failed to perform any of its obligations under its respective Project Agreement or Subsidiary Financing Agreement;

(b) as a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that either Entity shall be able to perform its obligations under its respective Project Agreement or Subsidiary Financing Agreement; and

(c) the Operational Manual shall have been amended, abrogated, repealed or otherwise modified without the prior approval of the Association.

Section 5.02. Pursuant to Section 7.01 (h) of the General Conditions, the following additional event is specified namely that, the events specified in paragraphs (a) and (c) of Section 5.01 of this Agreement shall occur and shall continue for a period of sixty (60) days after notice thereof shall have been given by the Association to the Borrower.

ARTICLE VI

Effective date; Termination

Section 6.01. The following events are specified as additional conditions to the effectiveness of this Agreement within the meaning of Section 12.01 (b) of the General Conditions:

(a) a Project Agreement has been executed on behalf of the Association and an Entity on terms and conditions satisfactory to the Association;

(b) for the Entity referred to paragraph (a) of this Section 6.01:

(i) Operational Manual has been adopted satisfactory to the Association;

(ii) a Subsidiary Financing Agreement has been executed on behalf of the Borrower and said Entity on terms and conditions satisfactory to the Association;

(iii) the financial management system referred to in Section 3.01 of the respective Project Agreement, in a format acceptable to the Association, has been established;

(c) the auditors referred to in Section 4.01 (b) (i) of this Agreement have been employed; and

(d) that the Standards and Assessment Agency has been established in a manner acceptable to the Association.

Section 6.02. The following are specified as additional matters, with the meaning of Section 12.02 (c) of the General Conditions, to be included in the opinion or opinions to be furnished to the Association:

(a) that the Project Agreement has been duly authorized or ratified by the Entity concerned and is legally binding on said Entity in accordance with its terms; and

(b) that the Subsidiary Financing Agreement referred to in Section 6.01 (b) (ii) has been duly authorized or ratified by and is legally binding upon the Borrower and said Entity in accordance with its terms.

Section 6.03. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 6.04. The obligations of the Borrower under Article III of this Agreement shall cease and determine on the date on which the Development Credit Agreement shall terminate or on the date twenty (20) years after the date of this Agreement, whichever shall be the earlier.

ARTICLE VII

Representative of the Borrower; Addresses

Section 7.01. The Minister of Foreign Trade and Economic Relations of the

Borrower is designated as the 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:

Ministry of Foreign Trade
and Economic Relations
Musala 9
71000 Sarajevo
Bosnia and Herzegovina

For the Association:

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

Cable address:

INTBAFRAD
Washington, D.C.

Telex:

248423 (MCI)
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 city of Sarajevo, Bosnia and Herzegovina, as of the day and year first above written.

BOSNIA AND HERZEGOVINA

By /s/ Tihomir Gligoric

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Joseph K. Ingram

Authorized Representative

SCHEDULE 1

Withdrawal of the Proceeds of the Credit

A. General

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
A. Part A of the Project (the Federation)		

(1)	Goods	230,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 85% of local expenditures for other items procured locally
(2)	Consultants' services and training	750,000	100%
(3)	Quality Fund Grants under Part A.1 of the Project	1,350,000	100% (of amounts disbursed)
(4)	Higher Education Fund Grants under Part A.4 of the Project	900,000	100% (of amounts disbursed)
(5)	Living Standards Measurement Survey	300,000	100%
(6)	Incremental operating costs incurred of the Standards and Assessment Agency incurred	900,000	90% of expenditures through December 31, 2001; 60% of expenditures incurred through June 30, 2003; 30% of expenditures thereafter
(7)	Incremental operating costs incurred (excluding those of the Standards and Assessment Agency) incurred	380,000	90% of expenditures through December 31, 2001; 60% of expenditures incurred through June 30, 2003; 30% of expenditures thereafter
(8)	Unallocated	490,000	
	SUB-TOTAL	5,300,000	
B.	Part B of the Project (Republika Srpska)		
(9)	Goods expenditures, of other	120,000	100% of foreign 100% of local expenditures (ex-factory cost) and 85% local expenditures for items procured locally
(10)	Consultants' services and training	380,000	100%
(11)	Quality Fund Grants under Part B.1 of the Project	680,000	100% (of amounts disbursed)
(12)	Higher Education Fund Grants under Part B.4 of the Project	450,000	100% (of amounts disbursed)
(13)	Living Standards Measurement Survey	150,000	100%

(14)	Incremental operating costs 450,000		90% of expenditures
	incurred		
	of the Standards and Assessment Agency		through December 31, 2001;
			60% of expenditures incurred
			through June 30, 2003;
			30% of expenditures
	incurred		thereafter
(15)	Incremental Operating	190,000	90% of expenditures
	incurred		
	Costs (excluding those		through December 31, 2001;
	of the Standards and		60% of expenditures
	incurred		
	Assessment Agency)		through June 30, 2003;
			30% of expenditures
	incurred		thereafter
(16)	Unallocated	280,000	
	SUB-TOTAL	2,700,000	
	TOTAL	8,000,000	

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;

(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; provided, however, that if the currency of the Borrower is also that of another country from the territory of which goods or services are supplied, expenditures in such currency for such goods or services shall be deemed to be "foreign expenditures";

(c) the term "incremental operating costs" means the incremental expenses incurred by the PCUs, Standards and Assessment Agency and Coordinating Board for Higher Education, on account of Project implementation, management and monitoring, including office supplies, vehicle operation, travel; and

(d) the term "training" means training activities (other than consultants' services) to be carried out under the Project, including the cost of workshops and the travel cost and per diem of the trainees.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures: (a) prior to the date of this Agreement, except that withdrawals, in an aggregate amount not exceeding the equivalent of SDR 450,000, may be made in respect of Categories A.(2), (5) and (7) and in an aggregate amount not exceeding the equivalent of SDR 250,000, may be made in respect of Categories B(10), (13) and (15) set forth in the table in paragraph 1 of this Schedule on account of payments made for expenditures before that date but after March 30, 2000; (b) under Categories A(3), A(4), B(11) and B(12) unless the Quality Fund Grant or Higher Education Fund Grant has been made in accordance with the criteria and procedure set forth on the Operational Guidelines and on terms and conditions referred to in paragraph 4 of Schedule 1 to the Project Agreements; (c) under Categories A(6) and B(14) unless the financial management capacity of the Standards and Assessment Agency has been certified by the Association; (d) under Categories A(4) and B(12) unless a Coordinating Board for Higher Education has been established in a manner satisfactory to the Association; and (e) under the Categories allocated to Part A or Part B of the Project unless: (i) a Project Agreement between the Association and the Entity responsible for implementing Part A or Part B of the Project, as the case may be, has been executed; (ii) a Subsidiary Financing Agreement between the Borrower and such Entity has been executed with terms and conditions satisfactory to the Association; (iii) the respective Operational Manual has been adopted satisfactory to the Association; (iv) the financial management system referred to in Section 3.01 of the respective Project

Agreement, in a format acceptable to the Association, has been established; (v) the auditors referred to in Section 4.01 (b) (i) of this Agreement have been employed; and (vi) an opinion has been furnished to the Association stating that such Project Agreement and Subsidiary Financing Agreement have been duly authorized or ratified by the parties thereto and is legally binding upon them in accordance with its terms.

4. The Association may require withdrawals from the Credit Account to be made on the basis of statements of expenditure for: (a) contracts for goods not exceeding \$50,000 equivalent; (b) Quality Fund Grants not exceeding \$20,000 and Higher Education Fund Grants not exceeding \$100,000 equivalent; (c) contracts for employment of consulting firms not exceeding \$100,000 equivalent; (d) incremental operating costs; and (e) contracts for employment of individual consultants not exceeding \$50,000 equivalent, each under such terms and conditions as the Association shall specify by notice to the Borrower.

B. Special Accounts

1. The Borrower shall open and maintain in Dollars two special deposit accounts, namely the Federation Special Account and the Republika Srpska Special Account, in a commercial bank, on terms and conditions satisfactory to the Association, including appropriate protection against set-off, seizure and attachment.

2. After the Association has received evidence satisfactory to it that the Special Accounts have been opened, withdrawals from the Credit Account of amounts to be deposited into the Special Accounts shall be made as follows:

(a) until the Association shall have received: (i) the first Project Management Report referred to in Section 3.02(b) of the Federation Project Agreement and Republika Srpska Project Agreement; and (ii) a request from the Borrower for withdrawal on the basis of Project Management Reports, withdrawals shall be made in accordance with the provisions of Annex A to this Schedule 1; and

(b) upon receipt by the Association of Project Management Reports pursuant to Section 3.02 (b) of the Federation Project Agreement and Republika Srpska Project Agreement, accompanied by a request from the Borrower for withdrawal on the basis of Project Management Reports, all further withdrawals shall be made in accordance with the provisions of Annex B to this Schedule 1.

3. Payments out of each Special Account shall be made exclusively for Eligible Expenditures. For each payment made by the Borrower out of each 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.

4. Notwithstanding the provisions of Part B.2 of this Schedule, the Association shall not be required to make further deposits into any Special Account:

(a) if the Association determines at any time that any Project Management Report does not adequately provide the information required pursuant to Section 3.02 of the Project Agreements;

(b) if the Association determines at any time that all further withdrawals should be made by the Borrower directly from the Credit Account; or

(c) if the Borrower shall have failed to furnish to the Association within the period of time specified in Section 3.01 (b) (ii) of the Project Agreements, any of the audit reports required to be furnished to the Association pursuant to said Section in respect of the audit of (A) the records and accounts for any Special Account or (B) the records and accounts reflecting expenditures with respect to which withdrawals were made on the basis of Project Management Reports.

5. The Association shall not be required to make further deposits into any Special Account in accordance with the provisions of Part B.2 of this Schedule 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 Section 6.02 of the General Conditions. Upon such notification, the Association shall determine, in its

sole discretion, whether further deposits into the Special Accounts may be made and what procedures should be followed for making such deposits, and shall notify the Borrower of its determination.

6. (a) If the Association determines at any time that any payment out of any Special Account was made for an expenditure which is not an Eligible Expenditure, or was not justified by the evidence furnished to the Association, the Borrower shall, promptly upon notice from the Association, provide such additional evidence as the Association may request, or deposit into said Special Account (or, if the Association shall so request, refund to the Association) an amount equal to the amount of such payment. Unless the Association shall otherwise agree, no further deposit by the Association into any 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 determines at any time that any amount outstanding in any Special Account will not be required to cover payments for Eligible Expenditures during the six-month period following such determination, 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 sub-paragraph (a), (b) or (c) of this paragraph 6 shall be credited to the Credit Account for subsequent withdrawal or for cancellation in accordance with the provisions of this Agreement.

Annex A to SCHEDULE 1

Operation of Special Account When Withdrawals Are Not Made On the Basis of Project Management Reports

1. For the purposes of this Annex:

(a) the term "Authorized Allocation" means: (i) in respect of the Federation Special Account for Part A of the Project, an amount equivalent to \$600,000 to be withdrawn from the Credit Account and deposited into the Special Account pursuant to paragraph 2 of this Annex; provided, however, that unless the Association shall otherwise agree, said Authorized Allocation shall be limited to an amount equivalent to \$300,000, until the aggregate amount of withdrawals from the Credit Account of amounts allocated to said Special Account's Eligible Categories, plus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions in respect of amounts allocated to said Categories, shall equal or exceed the equivalent of SDR 2,000,000; and (ii) in respect of the Republika Srpska Special Account for Part B of the Project, an amount equivalent to \$300,000 to be withdrawn from the Credit Account and deposited into the Special Account pursuant to paragraph 2 of this Annex; provided, however, that unless the Association shall otherwise agree, said Authorization Allocation shall be limited to an amount equivalent to \$150,000, until the aggregate amount of withdrawals from the Credit Account of amounts allocated to said Special Account's Eligible Categories, plus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions in respect of amounts allocated to said Categories, shall equal or exceed the equivalent of SDR 1,000,000.

2. Withdrawals of a Special Account's Authorized Allocation and subsequent withdrawals to replenish said Special Account shall be made as follows:

(a) For withdrawals of said Special Account's Authorized Allocation, the Borrower shall furnish to the Association a request or requests for deposit into said Special Account of an amount or amounts which in the aggregate do not exceed said Authorized Allocation. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into said Special Account such amount as the Borrower shall have requested.

(b) For replenishment of said Special Account, the Borrower shall furnish to the Association requests for deposit into said Special Account at such intervals as the Association shall specify. 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 Part B.3 of Schedule 1 to this Agreement 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 said 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 said Special Account for Eligible Expenditures. Each such deposit into said Special Account shall be withdrawn by the Association from the Credit Account under one or more of said Special Account's Eligible Categories.

3. The Association shall not be required to make further deposits into said Special Account, once the total unwithdrawn amount of the Credit allocated to said Special Account's Eligible Categories minus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions, in respect of expenditures to be financed out of the proceeds of the Credit allocated to said Categories, shall equal the equivalent of twice the amount of the said Special Account's Authorized Allocation. Thereafter, withdrawal from the Credit Account of the remaining unwithdrawn amount of the Credit 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 said Special Account as of the date of such notice will be utilized in making payments for Eligible Expenditures.

Annex B to SCHEDULE 1

Operation of Special Account When Withdrawals Are Made On the Basis of Project Management Reports

1. Except as the Association may otherwise specify by notice to the Borrower, all withdrawals from the Credit Account shall be deposited by the Association into the respective Special Account in accordance with the provisions of this Schedule 1 to this Agreement. Each such deposit into a Special Account shall be withdrawn by the Association from the Credit Account under one or more of said Special Account's Eligible Categories.

2. Each application for withdrawal from the Credit Account for deposit into a Special Account shall be supported by a Project Management Report.

3. Upon receipt of each application for withdrawal of an amount of the Credit, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account an amount equal to the lesser of: (a) the amount so requested; and (b) the amount which the Association has determined, based on the Project Management Report accompanying said application, is required to be deposited in order to finance Eligible Expenditures during the six-month period following the date of such report; provided, however, that the amount so deposited, when added to the amount indicated by said Project Management Report to be remaining in said Special Account, shall not exceed the equivalent of \$900,000 in respect of the Federation Special Account for Part A of the Project and \$450,000 in respect of Republika Srpska Special Account for Part B of the Project.

SCHEDULE 2

Description of the Project

The objectives of the Project are to: (a) mobilize the professional capacity of teachers to improve the teaching and learning processes in schools and improve the quality of education being offered to primary school children; (b) promote the efficient and effective use of public resources for education through providing management tools and information necessary to measure inputs, outputs and outcomes in the education system; and (c) promote cooperation and coordination across the three main constituent groups to reduce inefficient resource use and build a professional basis for stakeholder dialogue in education.

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: The Federation

1. Quality Fund

Financing, through provision of Quality Fund Grants to Beneficiaries, of Sub-projects to stimulate innovation and creativity in primary education and support capacity building.

2. Standards and Assessment Agency

Establishment and strengthening the institutional capacity of the Standards and Assessment Agency which will assess student performance against professionally developed standards.

3. Education Management Information System

Development of an education management information system to enable improved sector management and compatibility of information in the Borrower's decentralized education system.

4. Higher Education Reform

(a) Establishment and strengthening the institutional capacity of the Coordinating Board for Higher Education to promote strategic planning and develop a standards and accreditation mechanism for higher education.

(b) Establishment and operation of a Higher Education Fund for the financing, through the provision of Higher Education Fund Grants to Beneficiaries, of Sub-projects.

5. Project Coordination

Strengthening the institutional capacity of the PCU through the provision of technical assistance, equipment and incremental operational expenses for Project implementation.

6. Living Standards Measurement Survey

Carrying out a Living Standards Measurement Survey to enable the preparation of a comprehensive country-wide poverty reduction strategy.

Part B: Republika Srpska

1. Quality Fund

Financing, through provision of Quality Fund Grants to Beneficiaries, of Sub-projects to stimulate innovation and creativity and support capacity building.

2. Standards and Assessment Agency

Establishment and strengthening the institutional capacity of the Standards and Assessment Agency which will assess student performance against professionally developed standards.

3. Education Management Information System

Development of an education management information system to enable improved sector management and compatibility of information among the Borrower's decentralized education system.

4. Higher Education Reform

(a) Establishment and strengthening the institutional capacity of the Coordinating Board for Higher Education to promote strategic planning and develop a standard and accreditation mechanism for higher education.

(b) Establishment and operation of a Higher Education Fund for the financing, through the provision of Higher Education Fund Grants to Beneficiaries, of Sub-projects.

5. Project Coordination

Strengthening the institutional capacity of the PCU through the provision of technical assistance, equipment and incremental operation expenses for Project implementation.

6. Living Standards Measurement Survey

Carrying out a Living Standards Measurement Survey to enable the preparation of a comprehensive country-wide poverty reduction strategy.

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The Project is expected to be completed by June 30, 2004.

