

CONFORMED COPY

INTERIM FUND CREDIT NUMBER N010 MOZ

Interim Fund  
Development Credit Agreement

(Third Economic Recovery Credit)

between

REPUBLIC OF MOZAMBIQUE

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 February 20, 1997

INTERIM FUND CREDIT NUMBER N010 MOZ

INTERIM FUND  
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated February 20, 1997, between REPUBLIC OF MOZAMBIQUE (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 December 26, 1996, (the Letter) from the Borrower describing a program of actions, objectives and policies designed to achieve structural adjustment of the Borrower's economy (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 the proceeds of the Interim Fund Credit from the Interim Fund Credit Account 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 6.03 is modified to read:

"Section 6.03. Cancellation by the Administrator. If (a) the right of the Borrower to make withdrawals from the Interim Fund Credit Account shall have been suspended with respect to any amount of the Interim Fund Credit for a continuous period of thirty days, or (b) at any time, the Administrator determines, with respect to any contract to be financed out of the proceeds of the Interim Fund Credit, 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 the execution of such contract, without the Borrower having taken timely and appropriate action satisfactory to the Administrator to remedy the

situation, and establishes the amount of expenditures in respect of such contract which would otherwise have been eligible for financing out of the proceeds of the Interim Fund Credit, or (c) after the Closing Date, an amount of the Interim Fund Credit shall remain unwithdrawn from the Interim Fund Credit Account, the Administrator may, by notice to the Borrower, terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice, such amount of the Interim Fund Credit shall be canceled."

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

"(c) Not later than six 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 Administrator 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

(l) 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) "BM" means Banco de Moçambique, the central bank of the Borrower;

(b) "BPD" means Banco Popular de Desenvolvimento, established and operating pursuant to the Borrower's Law No. 6/77, dated December 31, 1977;

(c) "CFM" means Portos e Caminhos de Ferro de Moçambique, the Borrower's enterprise responsible for ports and railways;

(d) "Deposit Account" means the account referred to in Section 2.02 (a) of this Agreement; and

(e) "FY" means the fiscal year of the Borrower.

## 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 sixty-nine million one hundred thousand Special Drawing Rights (SDR69,100,000).

Section 2.02. (a) 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.

(b) Subject to the provisions of paragraph (c) of this Section, the Borrower shall be entitled to use the proceeds of the Interim Fund Credit withdrawn from the Interim Fund Credit Account and deposited into the Deposit Account in support of the Program.

(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 referred to in paragraph (b) of this Section 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 Credit Account after the aggregate of the proceeds of the Credit withdrawn from the Credit Account shall have reached the equivalent of SDR34,550,000, 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: (A) with the progress achieved by the Borrower in the carrying out of the Program; (B) that the macro-economic policy framework of the Borrower is consistent with the objectives of the Program; and (C) that the actions described in Schedule 2 to this Agreement have been taken in form and substance satisfactory to the Administrator.

(e) If, after any of the exchange of views described above, the Administrator shall have given notice to the Borrower that the progress achieved in the carrying out of the Program or that actions taken are not satisfactory or that the Borrower's macroeconomic policy is not consistent with the objectives of the Program, and, within 90 days after such notice, the Borrower shall not have achieved progress and taken actions satisfactory to the Administrator or the Borrower's macroeconomic policy framework shall not have been consistent with the objectives of the Program, 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 December 31, 1998 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 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 semiannually on January 15 and July 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 January 15 and July 15 commencing July 15, 2007 and ending January 15, 2037. Each installment to and including the installment payable on January 15, 2017 shall be one percent (1%) of such principal amount, and each installment thereafter shall be two percent (2%) of such principal amount.

(b) Whenever: (i) the Borrower's per capita gross national product (GNP), as determined by the Association, shall have exceeded for three 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 semiannual payment date referred to in paragraph (a) above falling six 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 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.

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

(a) have the deposit account referred to in Section 2.02 (b) of this Agreement 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 four 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 said 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

##### Termination; Designation of Administrator

Section 5.01. 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 5.02. 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

##### Representatives of the Borrower; Addresses

Section 6.01. The governor of Banco de Moçambique is designated as 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:

Governor  
Banco de Moçambique  
Avenida 25 de Setembro, 1679  
C.P. 423  
Maputo  
Mozambique

Telex:

6-357

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 (RCA)  
82987 (FTCC)  
64145 (WUI) or  
197688 (TRT)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF MOZAMBIQUE

By /s/ Marcus Namashulua

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/ Callisto Madavo

Regional Vice President  
Africa

#### 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 Administrator shall have financed or agreed to finance, or which the Administrator shall have financed or agreed to finance under another 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 containing tobacco	--	Tobacco, manufactured (whether or not substitutes)
525	--	Radioactive and associated materials
667 unworked	--	Pearls, precious and semiprecious stones, or worked
718 elements reactors	718.7	Nuclear reactors, and parts thereof, fuel (cartridges), nonirradiated for nuclear
728	728.43	Tobacco processing machinery
897 group metals	897.3	Jewelry of gold, silver or platinum

goldsmiths' (except watches and watch cases) and  
silversmiths' wares (including set gems)  
971 -- Gold, nonmonetary (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, and any other goods designated as environmentally hazardous by agreement between the Borrower and the Administrator).

6. In furtherance of the purposes of Section 5.01 of the General Conditions, expenditures (a) in the territories of any country which is not a member of the Bank, or goods procured in or services supplied from such territories, or (b) in the territories of any country which is not a Participating Country, or for goods procured in, or services supplied from, such territories, or (c) 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.

## SCHEDULE 2

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

In accordance with the Program:

1. The Borrower has ceased the lending operations of BPD as a state-owned institution, as referred to in paragraph 12 of the Letter.

2. The Borrower has established a system for complete reconciliation of all import taxes due and paid, based on appropriate documentation, and has carried out such reconciliation effectively for a period of at least six months, as referred to in paragraph 34 of the Letter.

3. The Borrower has: (a) completed the estimation of the level of disbursement and debt service due to the Borrower under the Borrower's on-lending agreements with enterprises which are recipients of funds on-lent from donor sources, and (b) issued guidelines for setting the terms and conditions for the on-lending of such funds to commercial borrowers, as referred to in paragraph 27 of the Letter.

4. The Borrower has submitted the Value Added Tax (VAT) Law to Parliament, as referred to in paragraph 37 of the Letter.

5. The Borrower has completed the evaluation of the bids regarding the granting of concessions of the port services and railway lines of CFM (South), as referred to in paragraph 51 of the Letter.

