

The Honourable Dr. Bhoendradatt Tewarie
Minister of Planning and Sustainable Development
Ministry of Planning and Sustainable Development
Level 14 Eric Williams Financial Complex
Independence Square, Port-of-Spain, Trinidad, W.I

Ref: Letter of Agreement for an Individual
Operation within the Line of Credit of the
Project Preparation and Execution Facility.

Dear Honourable Dr. Bhoendradatt Tewarie,

In the name and on behalf of the Inter-American Development Bank (hereinafter referred to as the “Bank”) I am pleased to express the agreement of this institution with the utilization of up to the amount of one million five hundred thousand Dollars of the United States of America (US\$1,500,000) of the Line of Credit set forth in the Agreement PROPEF/012-TT entered into by and between the Bank and the Republic of Trinidad and Tobago on January 12, 1994, as amended on May 06, 2005 and on April 21st, 2006 (hereinafter referred to as the “Amended Line of Credit Agreement”) for the financing of the contracting of services and procurement of goods and services necessary for the preparation and execution of the Health Services Support Program (hereinafter referred to as “the Individual Operation”) described in the Memorandum of Assistance for Project Preparation and Execution (hereinafter referred to as the “MAPPE”), which is attached hereto as Annex A.

The amount authorized for this Individual Operation shall be chargeable to the resources of the Single Currency Facility of the Ordinary Capital of the Bank.

This Individual Operation was approved in accordance with the terms and conditions stipulated in the Amended Line of Credit Agreement referred to hereinabove. The signing of this Letter of Agreement by the Minister of Planning and Sustainable Development for and on behalf of the Republic of Trinidad and Tobago (hereinafter referred to as the “National Agency”) signifies the acceptance by the Republic of Trinidad and Tobago (hereinafter referred to as the “Borrower”) of all the terms and conditions stipulated herein and in the Amended Line of Credit Agreement and all of its annexes.

In accordance with the terms and conditions of the Amended Line of Credit Agreement, the Bank and the National Agency agree as follows:

First. The parties agree that the Individual Operation shall be governed by this Letter Agreement; the Operating Regulations that are an integral part of the Amended Line of Credit as its Annex B; and the MAPPE. Matters that are not covered by these documents shall be governed by the General Conditions applicable to Ordinary Capital operations that are attached hereto as Annex B and that will supersede Annex C of the Amended Line of Credit Agreement. The Individual Operation shall also be governed by the applicable provisions in the tender procedures and the procedures for the selection and contracting of consultants, as set forth in Bank Documents GN-2349-9 (Policies for the Procurement of Works and Goods Financed By the Inter-American Development Bank) and GN 2350-9 (Policies for the Selection and contracting of Consultants Financed by the Inter-American Development Bank), both dated March 2011, attached hereto as Annex C, that will supersede Annexes D and E of the Amended Line of Credit Agreement.

Second. The Executing Agency of this Individual Operation shall be the Ministry of Health (hereinafter referred to as the “Executing Agency”), whose agreement with the terms set forth in the MAPPE and its legal and financial capacity to function as Executing Agency is hereby assured by the Borrower.

Third. Prior to the first disbursement of the resources of this Individual Operation, the Borrower shall comply, to the Bank’s satisfaction, with the conditions set forth in items (a), (b), and (c) of article 4.01 of the General Conditions within thirty (30) days from the entry into effect of this Letter of Agreement, or within such other period as the parties may agree upon in writing.

Fourth. The period of execution of this Individual Operation shall be 24 months from the entry into effect of this Letter of Agreement; and the period for disbursement shall be 30 months from the same date.

Fifth. (a) Should the Bank finance the project described in the attached MAPPE, it will retain the amount disbursed under this Individual Operation from the first disbursement of the loan of that project. Should the Bank not finance the project described in the attached MAPPE, then the Borrower will pay the amount disbursed under this Individual Operation directly to the Bank. The amount disbursed pursuant to this Letter of Agreement and either retained by the Bank from the first disbursement of the loan or repaid by the Borrower directly to the Bank, shall be restored to the Line of Credit in the terms set forth in the Operative Regulations of the Amended Line of Credit Agreement, within the periods that, subject to the amount of the respective Individual Operation, are set forth in said regulations.

(b) The interest and commission payments referred to in the Sixth, Seventh, Eighth and Ninth paragraphs below shall be paid in the same manner and at the same time as described in the terms set forth in the Operative Regulations.

Sixth. As of the date of each disbursement, interest shall accrue on the daily outstanding balances of the Individual Operations in accordance with the provisions of Article 3.03 of the General Conditions, which shall be paid in accordance with the Fifth paragraph hereinabove.

Seventh. In addition to the interest, the Borrower shall pay a credit fee in accordance with the provisions of Article 3.04 of the General Conditions, which shall begin to accrue sixty (60) days from the date of this Letter of Agreement, and which shall be payable in accordance with the provisions of the Fifth paragraph hereinabove.

Eighth. During the disbursement period resources of this Individual Operation shall not be allocated to cover the Bank's inspection and supervision unless otherwise established by the Bank during said period as a result of its semiannual review of financial charges and the Borrower is notified by the Bank in this regard. Under no circumstance shall there be a charge for this purpose in any Semester, which is greater than the amount, which results from applying 1% to the amount of the Individual Operation divided by the number of Semesters included in the original disbursement period.

Ninth. The signature of this Letter of Agreement neither constitutes nor implies an obligation for the Bank to participate in the financing of the program that may be prepared or executed with its resources.

Tenth. (a) For purposes of Article 2.01(56) of the General Conditions, the Parties agree that the Procurement Policies are those dated March 2011, which are contained in document GN-2349-9, approved by the Bank on April 19, 201; and

(b) For purposes of the provisions of Article 2.01(15) of the General Conditions, the Parties agree that the Consultant Policies are those dated March 2011, which are contained in document GN-2350-9, approved by the Bank on April 19, 2011.

Eleventh. The Borrower undertakes to notify the Bank, in writing, within a maximum period of ten (10) working days from the date of signature of this Agreement, whether it considers any part of the Agreement to be confidential or sensitive, or information that may adversely affect relations between the National Agency and the Bank or between private sector clients and the Bank, in which case the Borrower undertakes to identify those provisions considered as such. In accordance with the Bank's Disclosure of Information Policy, the Bank will make the text of this Agreement available to the public on the Bank's website once it has been signed and has entered into effect, with the sole exception of that information which the Borrower has specifically identified as confidential, sensitive or adverse to relations with the Bank in the manner indicated in this paragraph.

I hereby request that you express your acceptance of the terms of this Letter Agreement in representation of the National Agency by signing and delivering one of the originals hereof to the Bank's Country Office in Port of Spain, within a maximum period of thirty (30) days from the date of receipt hereof. Should said period expire without the Bank having received one duly executed original of this Letter of Agreement, the provisions, offers and expectations of rights, contained herein shall be considered as non-existent for all legal purposes without any additional notice being required and, therefore, it shall not result in any responsibility for either party.

This Letter of Agreement shall enter into effect on the date of its signature by the National Agency's authorized representative and shall be executed in two originals of equal tenor and validity.

Yours Faithfully,

/s/ Michelle Cross Fenty

Michelle Cross Fenty
Representative in Trinidad and Tobago

Agreed:

Ministry of Planning and Sustainable Development

/s/ Bhoendradatt Tewarie

Bhoendradatt Tewarie
Minister of Planning and Sustainable Development

Date: January 27, 2014

ANNEX A

DOCUMENT OF THE INTER-AMERICAN DEVELOPMENT BANK
NOT FOR PUBLIC USE

REPUBLIC OF TRINIDAD AND TOBAGO

PROJECT PREPARATION, EXECUTION AND EVALUATION FACILITY (PROPEF)

**MEMORANDUM OF ASSISTANCE FOR PROJECT PREPARATION AND EXECUTION
(MAPPE)**

**HEALTH SERVICES SUPPORT PROGRAM
TT-L1035**

This document was prepared by the following project team: Ian Ho-a-Shu, Team Leader (SPH/CSU); Tiphani Burrell-Piggott (SCL/SPH); Neece Brathwaite (CCB/CTT); Bernardita Sáez (LEG/SGO); Gregory Dunbar, (FMP/CTT) and Shirley Gayle, (FMP/CTT) and Martha Guerra (SCL/SPH).

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ELECTRONIC LINKS

REQUIRED

1. Procurement Plan
<http://idbdocs.iadb.org/wsdocs/getDocument.aspx?DOCNUM=37805159>

ABBREVIATIONS

GCI	General Capital Increase
GORTT	Government of the Republic of Trinidad and Tobago
HSSP	Health Services Support Program
IDB	Inter-American Development Bank
IDB-9	Ninth General Increase of the Resources of the Bank
MAPPE	Memorandum of Assistance for Project Preparation and Execution
MDG	Millennium Development Goals
MOH	Ministry of Health
NCD	Non-Communicable Disease
CNCD	Chronic Non-Communicable Disease
NHS	National Health Service
OC	Ordinary Capital
PAHO	Pan-American Health Organization
PPP	Public Private Partnership
PROPEF	Project Preparation and Execution Facility
RHA	Regional Health Authority
UWI	University of the West Indies

**MEMORANDUM OF ASSISTANCE FOR PROJECT PREPARATION AND EXECUTION
(MAPPE)**

Project number: TT-L1035

Borrower: The Republic of Trinidad and Tobago

Executing agency: Ministry of Health

Financing: IDB (OC): US\$1,500,000
 Local: US\$0.00
 Total: US\$1,500,000

Terms and conditions: Disbursement Period: 30 months

Objectives: The objective of the proposed MAPPE is to support activities to complete preparation and execution of the Health Services Support Program (TT-L1039).

Description: The PROPEF operation will finance the contracting of professional consultant services to prepare the final components of the Health Services Support Program (HSSP). The proposed activities under the PROPEF operation are: (i) preparation of final designs and bidding documents for Port-of-Spain Hospital Master Plan; (ii) finalization of Strategic Plan for the prevention and control of Non-Communicable Diseases (NCDs); (iii) development of a Human Resources Plan for the Health Sector; (iv) the conduct of a feasibility study and critical path analysis for a Public Private Partnership (PPP) specialty diagnostic center; and a legislative review to support the operations of the PPP specialty diagnostic center; and (v) Project Management .

Benefits: The PROPEF operation will help accelerate the design and preparation of the HSSP and provide a seamless transition from preparation to implementation.

Risks: The PROPEF-funded activities require high-level professional effort within a short time period. Mitigating factors include the identification and availability of reputable consulting agencies that are capable of completing these activities within the required timeline.. Project portfolios with Government of the Republic of Trinidad and Tobago (GORTT) have demonstrated slow project execution and loan disbursement rates resulting in the delayed delivery of benefits to the targeted beneficiaries. Since January 2012, there have been some improvements in portfolio performance.

Environmental and Social Review: None

Procurement: Goods and consulting services are to be procured in accordance with Bank procedures: (i) goods are to be

procured pursuant to the policies set forth in IDB document GN-2349-9 of March 2011 and its updates; and (ii) consultants are to be selected and contracted pursuant to the policy set forth in IDB document GN-2350-9 of March 2011 and its updates.

**IDB-9 Lending Program
Priority Targets:**

Lending to small and vulnerable countries, Lending for poverty reduction and equity enhancement

**Special contractual
conditions:**

None

**Exceptions to Bank
Policies and Procedures:**

None

Procurement:

I. BACKGROUND AND JUSTIFICATION

A. Background

- 1.1 The Government of the Republic of Trinidad and Tobago (GORTT) has requested the collaboration of the Inter-American Development Bank (IDB) for the preparation and financing of the Health Services Support Program (TT-L1039). The objective of the Health Services Support Program (HSSP) is to strengthen the organizational and institutional capacity of the health sector in order to enhance the health services delivery system.
- 1.2 The HSSP is framed within Government's six priorities for the health sector: (i) Support for Patients' Rights; (ii) improvement of Physical Infrastructure of Public Health Care Facilities; (iii) improvement of the Operation of Community Health Centres; (iv) lifelong Commitment to Health – Promotion of healthy lifestyles and wellness; (v) responding to Chronic Diseases, Cardiovascular, Cancer, Diabetes and HIV/AIDS; and (vi) responding to the Medical Health Crisis.¹ In addition and as set out its 2011 - 2014 Medium-Term Policy Framework, the focus of the HSSP reflects Government's policy position to emphasis preventative healthcare and strengthen the delivery of primary health care services.²
- 1.3 The preparation of the HSSP has benefited from three IDB missions (November 2012, February 2013 and May 2013) and by preliminary technical work done by the Ministry of Health Technical Team, namely: (i) The concept brief for the Port of Spain General Hospital Master Plan; (ii) The Public Private Partnership (PPP) National Diagnostic Services Center Concept Note; (iii) Strategic Plan for the Prevention and Control of NCDs; and (iv) Draft Manpower Plan for the Ministry of Health, 2012 to 2022. This technical work was funded by local resources.
- 1.4 Notwithstanding, further studies and preparation activities are required in order to achieve the required maturity of the HSSP to be presented to the IDB's Board of Executive Director's for loan approval, namely, completion of final designs and tender documents for the Port of Spain General Hospital Master Plan, finalization of the Non Communicable Diseases Strategic Plan; completion of a critical path analysis and legislative review to support the operations of the PPP specialty diagnostic center and other related health sector improvements.
- 1.5 Based on extensive dialogue with government, the HSSP loan operation has been included as a pipeline project in the 2014 Country Program for Trinidad and Tobago. The formal inclusion of the HSSP loan into the 2014 Country Program Document will be confirmed with government in the 2014 programming mission which is scheduled for end of June 2013.

¹ The GORTT Ministry of Health (MOH) Strategic Plan 2012-2016.

² "Innovation for Lasting Prosperity" GORTT, Medium Term Policy Framework, 2011-2014.

B. Description of the Health Services Support Program

- 1.6 **Project Components.** The HSSP comprises the following four components: (1) Physical infrastructure upgrades to Port of Spain General Hospital; (2) Implementation of NCDs interventions; (3) Implementation of PPP National Diagnostic Center; and (4) Execution of Human Resources Development Plan.
- 1.7 **Components Summary. Component 1** will support investments to improve the present public health infrastructure in order to meet new challenges due to the Country's advanced stage of demographic transition.³ In addition and recognizing the country's high diabetes and cardiovascular disease mortality rates,⁴ **Component 2** will fund the implementation of a number of NCDs interventions including, diabetes screening, public awareness programs, pilot projects in schools and a NCDs surveillance system. The final design of these NCDs interventions will be completed under the PROPEF. **Component 3** will support the implementation of PPP arrangement for the provision of diagnostic services (imaging and laboratory/pathology), to complement the public hospitals' diagnostic capacity, and to provide direct service to the primary care population at the level of primary, secondary and tertiary prevention diagnostic support.
- 1.8 Recognizing that the current public healthcare system is constrained by not having a health workforce that corresponds in quantity, competency and quality to the current and projected health needs of the population,⁵ **Component 4** will fund the execution of the Human Resources Development Plan for the sector. In particular, this component will address human resources constraints in the health sector: develop the workforce planning capacity of the sector; modernize and expand the training programs especially for primary care workers; establish and implement innovative and financially sustainable retention strategies.

C. The Bank's Strategy with The Republic of Trinidad and Tobago

- 1.9 **1.9 Social Safety Net Programs.** It is expected that the HSSP will result in a reduction in the high cost of social spending related to the impact of chronic diseases on youth and adults by targeting at-risk populations and focusing on NCD prevention⁶. Recognizing that the health sector is an essential contributor to national development of the Republic of Trinidad and Tobago, the social safety net framework and a foundation to the development of other sectors in the economy, the HSSP is directly aligned to the social protection pillar of the current Country Strategy and complements the ongoing Phase 1 of the Social Safety Net Program (TT-L1014) ([2598/OC-TT] [2599/OC-TT]). In particular,

³ GORTT Ministry of Health 2011 Health Report Card at <http://www.health.gov.tt/downloads/DownloadDetails.aspx?id=223>

⁴ Raising the priority of chronic noncommunicable diseases in the Caribbean. Hospedales, C. James, et al., Rev Panam Salud Publica 2011, 30 (4): 393. Compared to North America, diabetes mortality is 600% higher and cardiovascular disease is up to 84% higher in Trinidad and Tobago.

⁵ Health Systems Profile- Trinidad and Tobago, PAHO/WHO, October 2008.

⁶ Chronic Non-Communicable Disease (CNCDs) Strategic Plan, June 2009.

the HSSP will support GORTT's efforts to improve the delivery, access and quality of the supply of public health services, especially to the poor by undertaking improvements on the supply-side of the country's social safety net system, namely: upgrades to public healthcare infrastructure; implementing a healthcare human resources plan to bolster the health sector expansion; implementing government's strategic plan to address NCDs, and the procurement and implementation of a PPP national diagnostic center. D.

- 1.10 **Alignment with the IDB-9 Lending Priority Targets. Special Needs of Less Developed and Small Countries.** The HSSP is aligned with the Ninth General Capital Increase (IDB-9 [CA-511]) strategic priority which focuses on the special needs of the less developed and small countries. In particular, the HSSP supports the social policy for equity and productivity sector priority by supporting the government in its efforts to build a well-structured social safety net framework for Trinidad and Tobago. Specifically, the HSSP will support the government to update infrastructure and equipment; and enhance service delivery performance principally through the PPP arrangement which will in turn contribute to IDB-9 Expected Result 3.1.3 by improving quality of service; enhancing efficiency gains; increasing the percentage of persons covered by a basic package of health services; and increasing access to a wider range of healthcare services. In addition, the HSSP will assist government to manage the epidemiological transition by promoting equity in health outcomes and by providing technical assistance to inform decision-making on the country-specific solutions towards strengthening health system integration and reducing fragmentation.

II. THE PROGRAM

A. Objective of the MAPPE

- 2.1 The objective of the proposed MAPPE is to support activities to complete preparation and facilitate the seamless startup of HSSP execution.

B. Benefits

- 2.2 The resources from the Project Preparation and Execution Facility (PROPEF) will ensure the efficient and timely startup of the HSSP. The PROPEF will help accelerate the HSSP's loan preparation process and advance the execution of priority studies and activities. The resources from the PROPEF will enable the Ministry of Health (MOH) to continue to build momentum to achieve a swift and seamless execution of the HSSP.

C. Structure

- 2.3 The PROPEF operation will fund the preparation and initial implementation of the following activities:

- (i) Preparation of final designs and tender bidding documents for construction of key works under the Port of Spain Hospital Master Plan;
- (ii) Finalization of Strategic Plan to Prevent and Control Non Communicable Diseases;
- (iii) Conduct of a feasibility study and critical path analysis for a PPP specialty diagnostic center; and a legislative review to support the operations of the PPP specialty diagnostic center and other related health sector improvements;
- (iv) Development of a Human Resources Plan for the Health Sector;
- (v) Program Management.

1. Preparation of designs and bidding documents for Port of Spain Hospital Master Plan

- 2.4 The PROPEF will fund consultants who will prepare designs and tender bidding documents for the construction of key physical components of the Port of Spain General Hospital Master Plan. It is expected that the consultants would commence work in September 2013 based on design briefs prepared by the Masterplan consultant firm.

2. Finalization of Non-Communicable Diseases Strategic Plan

- 2.5 The PROPEF will support the finalization of Government's Strategic Plan for NCDs Prevention and Control to achieve improved surveillance and evidence-based interventions for NCDs. The plan will include the creation of registries, establishment of guidelines for prevention, and protocols for management and control of diabetes, hypertension, stroke, ischemic heart disease, cancer, and chronic obstructive disease. In particular, the PROPEF will fund consultants to support the MOH to: (i) Complete the design of NCDs surveillance (data collection, analysis and dissemination of findings) on incidence, prevalence, morbidity, survival and mortality of NCDs; (ii) Undertake an assessment of the NCDs risk factors; (iii) Design public information (mass media) campaigns on patient activation (self-management of chronic conditions) and promotion of healthy lifestyle and wellness; (iv) Design of an integrated NCDs primary healthcare approach (v) design of pilot programs to assess the early impacts of NCDs interventions, including a "patient activation" pilot which will assess whether exposure to information and campaigns results in better measures of self-care, improved health behaviors, and better health results in the end.

3. Feasibility Study and Critical Path Analysis for a PPP national diagnostic center (PPPNDC)

- 2.6 This component will fund consultants who will undertake a feasibility study and critical path analysis for the implementation of PPPNDC. The feasibility study will define the business case for the PPPNDC; and the critical path analysis will include the following as a minimum: Cost/benefit "value for money" analysis; assessment of institutional and regulatory framework for the PPPNDC; model and scope of services to be developed; risks, roles and responsibilities among the

parties; basic design parameters for construction including energy efficiency and environmental safeguards; the payment scheme and pricing scheme; quality standards, penalties and incentives; and the tender procedure and selection criteria.

- 2.7 The PROPEF will also fund consultants to review local legislation and draft recommendations for necessary legislation modifications to support project initiatives that will be required to complement the PPPNDC, namely the implementation of electronic medical records.

4. Development of a Human Resources Plan for the Health Sector

- 2.8 In order to address human resource constraints in the health sector, PROPEF resources will fund consultants to develop a Human Resources Plan for the Health Sector. The plan which will include recommendations to: develop workforce planning capacity of the sector; modernize the recruitment process; modernize and expand the training programs for primary care health workers; health managers, public health specialists, doctors and nurses, and establish innovative and financially sustainable programs to attract and retain healthcare talent. The plan will also include a strategy to address competency gaps and staff retention issues throughout the sector. In addition and due to critical skills shortages, the plan will include a long term strategy to address competency gaps and staff retention issues.

5. Program Management

- 2.9 **HSSP/MOH Technical Project Team.** The PROPEF will fund the HSSP/MOH Technical Project Team who will provide technical oversight of the HSSP. In addition, the funding of the Team will facilitate a seamless transition from HSSP preparation to implementation. In addition, PROPEF resources will fund a financial administrator and an administrative assistant who will provide the financial management and administrative support to execute the PROPEF.
- 2.10 **Program Management.** The HSSP/MOH Technical Project Team will be responsible for overall program management, including: (i) administering the resources of the PROPEF, its implementation schedule and expenditure plan; (ii) preparing Terms of Reference and bidding documents; (iii) selection process and awarding of contracts; (iv) compliance management of consultant contracts; (v) preparation and submission of disbursement requests to the IDB and the corresponding justification of expenses; and (vi) reporting on the financial execution of the project.
- 2.11 **Knowledge Creation and Technical Training.** In order to strengthen the institutional capacity of the HSSP/MOH Technical Project Team to monitor PPP contracts, PROPEF resources will fund study trips for the team to visit best practice PPP models. In addition, PPP experts will be contracted to conduct in-country technical training workshops for technical staff at the Ministry of Health

in order to build the requisite skills and knowledge to manage key aspects of PPP projects.

III. PROGRAM EXECUTION

A. The Borrower and the Executing Agency

- 3.1 **The Borrower** is the Government of the Republic of Trinidad and Tobago. The individual operation Agreement will be subscribed by the Bank and the Government of the Republic of Trinidad and Tobago. The approved revolving Line of Credit for the Project Preparation and Execution Facility (PROPEF/012-TT) designates the Ministry of Planning and Sustainable Development as the authority that can sign the Letter of Agreement on behalf of the GORTT.⁷
- 3.2 **The Executing Agency** will be HSSP/MOH Technical Team of the Ministry of Health.
- 3.3 **Monitoring and Evaluation.** The Bank will monitor and evaluate the progress of this operation as part of its project supervision support. As part of its execution reporting requirements, the Technical Project Team of the MOH will submit a number of key reports to the Bank, including: Semi-Annual Reports (due August 30th and February 28th respectively); Annual Operating Plan (Inclusive of Procurement Plan); Audited Financial Statements (Within 120 days following the closing of each fiscal year of the Executing Agency and within the disbursement period of the Financing); and Final Audited Financial Statement (Within 120 days following the date stipulated for the final disbursement of the Financing).

B. Beneficiary

- 3.4 **MOH.** The main beneficiary of the PROPEF-funded activities will be the Ministry of Health, as it is the executing agency of the Health Services and Support Program and responsible for both its development and execution.

C. Action Plan and Timeline

- 3.5 The proposed activities under this operation are expected to commence in July 2013. Terms of Reference for the proposed activities have been reviewed with the Executing Agency, and drafts of these terms of reference are attached in Annex III. Following Bank procedures, the Executing Agency is identifying and inviting qualified firms/individuals to submit technical and financial proposals.
- 3.6 Recognizing that no other funds have made available and/or committed for the preparation of the HSSP loan operation, it is critical that the deliverables are produced on time under the PROPEF in order to prepare the HSSP loan operation

⁷ The HSSP loan operation has been included as a pipeline project in the 2014 Country Program for Trinidad and Tobago which will be formally confirmed with Government in the 2014 programming mission scheduled for end of June 2013. Final approval of the MAPPE is subject to the HSSP loan being formally included in 2014 Country Program for Trinidad and Tobago.

for approval in September 2014. Accordingly and in order to inform the final loan design, key deliverables to be completed by May 2014 include as follows: (i) Tender documents for the physical construction of Port of Spain Hospital Complex; (ii) NCDS Strategic Plan and final designs for three NCDs pilot projects; (iii) PPPNDC feasibility study, Critical Path Analysis and Legislative Review; and (iv) Human Resources Manpower Plan for the health sector.

D. Procurement and Contracting

3.7 The MOH will contract the consulting services required for the operation. Contracting of consulting services will be carried out in accordance with Bank procedures. The equipment and supplies required for the implementation aspects of the proposed activities would be procured by the executing agency, in accordance with Bank procedures.

E. Terms for Execution and Disbursement

3.8 **The disbursement period** will be for 30 months as of the date of signature of the Letter of Agreement.

IV. BUDGET

4.1 The estimated total cost of the proposed PROPEF operation is US\$1.5 million. The total amount of the Bank's financing will be chargeable to Ordinary Capital (OC). The budget follows:

Activity	Description	PROPEF Budget (USD)
Preparation of designs and bidding documents - Master Plan	Preparation of final designs and tender bidding documents for physical works components under the Master Plan for Port of Spain General Hospital	500,000
Finalization of NCDs Strategic Plan	Contracting of consultants: - To complete NCDs Strategic Plan and Action Plan for TT - To design NCDs surveillance system - To design public information campaign - To design NCDs pilot projects	150,000
PPP National Diagnostic Centres (PPPNDC)	Contracting of consultants who will undertake a feasibility study and critical path analysis for the implementation of PPPNDC	300,000
Legislative Review	Contracting of consultants to review local legislation and draft recommendations for necessary legislation modifications to facilitate other project initiatives that will complement the PPPNDC initiatives, namely electronic medical records.	100,000
HR Plan for the sector	Contracting of consultants to prepare a detailed HR plan for the sector	100,000
PROPEF Administration	Funding of HSSP/MOH technical project team; financial administrator and an administrative assistant who will execute the PROPEF	300,000
	PPP Knowledge creation and Training Workshops	50,000
Total		1,500,000

V. ENVIRONMENTAL AND SOCIAL STRATEGY

- 5.1 The proposed PROPEF operation has no environmental impact, given that its activities are mainly of an advisory nature. The long term impact on poor and vulnerable groups should be positive given its focus on improving the efficiency of health care delivery and the social safety net framework in which sector interventions can be prioritized in a structured manner.

VI. RECOMMENDATIONS

- 6.1 The project team recommends that the MAPPE be approved in order to support the Ministry of Health to complete the preparation and facilitate the start-up of the HSSP.



MINISTRY OF HEALTH Government of the Republic of Trinidad and Tobago

MINISTER OF HEALTH
63 Park Street, Port of Spain

T: (868)-623-2741 F: (868)-627-2139 E-mail: f.khan@health.gov.tt

Re: 4/14/63 Vol. 5 T

April 09, 2013

Mrs. Michelle Cross-Fenty
Country Representative
Inter-American Development Bank
17 Alexandra Street
Port of Spain

Post-It® Fax Note	7671	Date	# of pages
To: Mrs. Michelle Cross-Fenty		From: Mr. A. Ali (D.P.S.)	ag
Co./Dept.		Co.	
Phone #		Phone #	
Fax # 622-6047		Fax # 623-9528	

Dear Mrs. Cross-Fenty,

Request for PROPEF Facility - Health Services Support Program

Reference is made to the Aide Memoire for the Special Mission of February 19 to February 21, 2013.

The purpose of this letter is to request Project Preparation and Execution Facility (PROPEF) funding in the sum of US\$1,500,000 to support the Ministry of Health in developing execution capacity support for a number of critical projects currently being undertaken by the Ministry as well as to prepare key components of its strategic plan which seek to address core institutional and physical infrastructure gaps in the health sector and which may form part of a wider health sector loan.

As attached in the enclosed PROPEF Cost Table and based on close dialogue with the IDB, the Ministry wishes the PROPEF to fund technical assistance for the following key activities:

1. Preparation of Designs and Bidding Documents - Port of Spain Master Plan.
2. Finalization and kick-off implementation support for the Non Communicable Diseases Strategic Plan.
3. Development of a Human Resources Plan for the Health Sector.
4. Preparation of a step by step technical manual for the procurement of a PPP specialty diagnostic centre.
5. Design and implementation support for the legislative component in support of these PROPEF activities.

2/....

In particular, the Ministry has identified the PPP Specialty Diagnostic Centre as a priority solution to address a number of diagnostic-services gaps currently facing the health sector. Given the urgency of the matter, the Ministry has already taken the initial steps to advance the procurement process to hire the consultant who will develop the step by step technical manual along the following indicators: structure (organizational, human resources, infrastructure, equipment and legislative inputs); systems and processes (coordination of referrals, payment mechanisms etc.); outputs (case workloads etc.) and outcomes (quality assurance indicators).

In closing, the Ministry is confident that the PROPEF deliverables identified above will provide the key inputs in the consideration of a wider health sector loan.

Sincerely,



Fuad Khan
Minister

cc: *Dr. Bhoendradatt Tewarie, Minister of Planning and Sustainable Development*
Permanent Secretary, Ministry of Health
Permanent Secretary, Ministry of Planning and Sustainable Development

PROPEF BUDGET TABLE (TT-L1035)

Suggested Project Activity	Description	Draft PROPEF Budget (USD)	What Could be Funded under the Wider health sector Loan
Preparation of designs and bidding documents - Master Plan	Preparation of designs and bidding documents for physical works components under the Master Plan	500,000	Construction cost
Finalization of NCDs Strategic Plan and implementation of NCDs Pilots	Contracting of an individual consultant to develop NCDs Strategic Plan and Action Plan for TT. Implementation kick-off support for NCDs pilot projects. (E.g. planning, implementation, and evaluation of a school obesity prevention intervention program; design and kick off of mass media programme; NCDs surveillance)	350,000	Full national roll out of NCDs strategic plan Funding of national NCDs mass media program, including promotional kits for children Funding of Impact studies (show and tell)
PPP Specialty Service Centres	Contracting of individual consultant to prepare a detailed step by step action plan (including budget, timelines, human resourcing requirements risk factors etc.) for the setting of a pilot PPP specialty center.	100,000	Funding of the pilot PPP from procurement to operations.
HR Plan for the sector	Contracting of individual consultant to prepare a detailed HR plan for the sector.	100,000	Funding the implementation of the HR plan
Legislative Review	Contracting of individual consultants to review and draft legislation supporting identified initiatives	350,000	
PROPEF Administration	Funding of Project Unit to execute the PROPEF	100,000	
	Total	1,500,000	

SAFEGUARD POLICY FILTER REPORT

This Report provides guidance for project teams on safeguard policy triggers and should be attached as an annex to the Project Profile (PP) (or equivalent) together with the Safeguard Screening Form, and sent to Environmental and Social Management Report (ESR).

1. Save as a Word document.
2. Enter additional information in the spaces provided, where applicable.
3. Save new changes.

PROJECT DETAILS	IDB Sector	HEALTH-HEALTH SYSTEM STRENGTHENING
	Type of Operation	Project Preparation and Execution Facility
	Additional Operation Details	
	Investment Checklist	Generic Checklist
	Team Leader	Ho-A-Shu, Ian (IANH@iadb.org)
	Project Title	Health Services Support Program
	Project Number	TT-L1035
	Safeguard Screening Assessor(s)	Guerra, Martha M. (MARTHAG@iadb.org)
	Assessment Date	2013-06-04
	Additional Comments	

SAFEGUARD POLICY FILTER RESULTS	Type of Operation	Loan Operation	
	Safeguard Policy Items Identified (Yes)	The Bank will make available to the public the relevant Project documents.	(B.01) Access to Information Policy– OP-102
		The operation is in compliance with environmental, specific women's rights, gender, and indigenous laws and regulations of the country where the operation is being implemented (including national obligations established under ratified Multilateral Environmental Agreements).	(B.02)
		The operation (including associated facilities) is screened and classified according to their potential environmental impacts.	(B.03)
Consultations with affected parties will be performed equitably and inclusively with the views of all stakeholders taken into account, including in particular: (a) equal participation of women and men, (b) socio-culturally appropriate participation of		(B.06)	

		indigenous peoples and (c) mechanisms for equitable participation by vulnerable groups.	
		The Bank will monitor the executing agency/borrower's compliance with all safeguard requirements stipulated in the loan agreement and project operating or credit regulations.	(B.07)
		In-country systems are being used based on performed equivalency and acceptability analysis.	(B.16)
		Suitable safeguard provisions for procurement of goods and services in Bank financed projects may be incorporated into project-specific loan agreements, operating regulations and bidding documents, as appropriate, to ensure environmentally responsible procurement.	(B.17)
	Potential Safeguard Policy Items(?)	No potential issues identified	
	Recommended Action:	Operation has triggered 1 or more Policy Directives; please refer to appropriate Directive(s). Complete Project Classification Tool. Submit Safeguard Policy Filter Report, PP (or equivalent) and Safeguard Screening Form to ESR.	
	Additional Comments:		

ASSESSOR DETAILS	Name of person who completed screening:	Guerra, Martha M. (MARTHAG@iadb.org)
	Title:	
	Date:	2013-06-04

SAFEGUARD SCREENING FORM

This Report provides a summary of the project classification process and is consistent with Safeguard Screening Form requirements. The printed Report should be attached as an annex to the Project Profile (PP) (or equivalent) and sent to ESR Environmental and Social Management Report (ESR).

1. Save as a Word document. 2. Enter additional information in the spaces provided, where applicable. 3. Save new changes.

PROJECT DETAILS	IDB Sector	HEALTH-HEALTH SYSTEM STRENGTHENING
	Type of Operation	Project Preparation and Execution Facility
	Additional Operation Details	
	Country	TRINIDAD AND TOBAGO
	Project Status	
	Investment Checklist	Generic Checklist
	Team Leader	Ho-A-Shu, Ian (IANH@iadb.org)
	Project Title	Health Services Support Program
	Project Number	TT-L1035
	Safeguard Screening Assessor(s)	Guerra, Martha M. (MARTHAG@iadb.org)
	Assessment Date	2013-06-04
	Additional Comments	

PROJECT CLASSIFICATION SUMMARY	Project Category: C	Override Rating:	Override Justification:
	Conditions/ Recommendations		Comments:
			<ul style="list-style-type: none"> • No environmental assessment studies or consultations are required for Category "C" operations. • Some Category "C" operations may require specific safeguard or monitoring requirements (Policy Directive B.3). Where relevant, these operations will establish safeguard, or monitoring requirements to address environmental and other risks (social, disaster, cultural, health and safety etc.). • The Project Team must send the PP (or equivalent) containing the Environmental and Social Strategy (the requirements for an ESS are described in the Environment Policy Guideline: Directive B.3) as well as the Safeguard Policy Filter and Safeguard Screening Form Reports.

SUMMARY OF IMPACTS/RISKS AND POTENTIAL SOLUTIONS	Identified Impacts/Risks	Potential Solutions

ASSESSOR DETAILS	Name of person who completed screening:	Guerra, Martha M. (MARTHAG@iadb.org)
	Title:	
	Date:	2013-06-04

TERMS OF REFERENCE

OPERATIONALIZE THE STRATEGIC PLAN FOR THE PREVENTION AND CONTROL OF NCDs

I. BACKGROUND

- 1.1 The PROPEF will support start up implementation of priority areas set out in the draft Strategic Plan for NCDs Prevention and Control to achieve the following specific objectives: (i) Improved NCDs surveillance and evidence-based NCDs program interventions; (ii) a plan for sustained local management capacity through an integrated primary health/private partnership approach; and (iii) a deepened understanding of wider sector changes required over the next five years to effectively manage the epidemiological transition.

II. OBJECTIVES

- 2.1 The primary objective of the consultancy is to operationalize the draft Strategic Plan for NCDs Prevention and Control by developing disease specific implementation plans for cardiovascular diseases, diabetes, cancer and chronic respiratory diseases.

III. CHARACTERISTIC OF THE CONSULTANCY

- 3.1 **Type of consultancy:** 1 Senior Health Planning Consultant.
- 3.2 **Starting date and duration:** 50 days
- 3.3 **Place of work:** Trinidad
- 3.4 **Education. Essential:** University Degree at highest level in Health or Social Sciences, Management or Economics; **Desirable:** Postgraduate degree (Master or PhD) in any of the above or a combination of training and experience.
- 3.5 **Work experience. Essential:** Extensive health planning experience (minimum 10 years). **Desirable:** specific work experience in NCDs and working competence in Microsoft Project.

IV. ACTIVITIES

- 4.1 The scope of work will require a review and update of the draft Strategic Plan for NCDs Prevention and Control through a review of the current draft plan and an assessment of the key constraints, analysis of the core functions and key shortcomings and strengthening of management and staff capacity in the MOH. As a result, the MOH will have improved capacity to operationalize the plan.
- 4.2 The consultant's work will provide the MOH with recommendations on how to improve the following:
- a) The effectiveness of the MOH present governance and institutional arrangements in terms of accountability, service delivery and coordination among different NCD programs;

- b) Operational aspects to enhance service delivery;
- c) Develop M & E framework for NCDs programs.

4.3 Specifically, the Consultant will:

- a) Review and update the draft Strategic Plan for NCDs Prevention and Control in relation to the existing PAHO recommendations and resolutions on NCDs. In addition, the consultant will conduct a brief situational analysis and prepare recommendations for improving the alignment of the plan with the strategic direction and health needs of the sector. This analysis will involve: a review of the regulatory framework, the organization structures in place, the skill base and the relevant policies and procedures.
- b) On the basis of this situation analysis and identification of key challenges, develop a time phased master plan with attendant budgets for operationalizing and implementing departmental activities at the MOH departmental level to deliver and regulate NCDs prevention and treatment services.
- c) Review existing MOH and consultant reports and conduct interviews with key stakeholders to identify the major constraints, clarify their causes and recommend changes in MOH governance and institutional arrangements
- d) Provide relevant inputs to any complementary communication strategies, technical and administrative dialogue with external and internal stakeholders, including the Minister of Health, the Director of Health, NGOs, the Ministry of Finance, and private sector service providers.
- e) Assume initial leadership for the implementation of the approved NCDs institutional strengthening agenda which will include conducting workshops in NCDs program management.
- f) Develop a M & E framework for NCD programs
- g) Develop M & E guidelines for a school obesity prevention intervention pilot program;
- h) Provide inputs to NCDs mass media sensitization program

V. EXPECTED RESULTS

5.1 The consultant will produce the following reports:

- a) A brief situation analysis of the existing institutional MOH arrangements to support improved decision making at the MOH level with respect to NCDs management. The exact format and scope of the report will be finalized by the MOH in collaboration with the consultant at the kick-off meeting with the Director of Health. The final situation analysis report is due by XXX.
- b) A Plan for the time phased masterplan for implementing capacity-building and strengthening activities at the MOH. The exact format and scope of the plan will be finalized by the MOH in collaboration with the consultant at the kick-off meeting with the MOH Technical Team. The final plan is due by XXX.

- c) A presentation of the draft final reports for (a) and (b) above to the MOH and IDB by XXXXX
- 5.2 The consultant will submit a bi-weekly (twice per month) report to the MOH on the implementation of the assignment. The exact format and scope of the report will be agreed between the consultant and the MOH.

VI. COORDINATION

- 6.1 The consultant will work under the supervision of and report directly to the XXX, MOH and work closely with the MOH Technical Team who is responsible for the execution of the TC project.
- 6.2 The consultant will be paid based on an agreed set of deliverables.

DRAFT

TERMS OF REFERENCE
LEGAL FIRM TO UNDERTAKE LEGISLATIVE REVIEW AND DRAFT PPPNDC CONTRACT

I. BACKGROUND

Trinidad and Tobago is challenged to provide sufficient and adequate quality healthcare services to its population at a cost that is affordable and sustainable. Over the past decade the Government of the Republic of Trinidad and Tobago (GoRTT) has made significant strides in improving the quality, as well as improved access and availability to healthcare services to the population. However, demand continues to outstrip supply and new delivery methods need to be explored if the public health sector is to keep pace with this demand.

The diagnosis of diseases consumes a considerable portion of health care costs both at the capital and recurrent levels. In addition, Trinidad and Tobago could soon feel the effects of a steady increase in the 65-and-over population, many of whom may require specialized care. Data from the 2011 population and housing census in Trinidad and Tobago (T&T), reported that nine (9%) per cent of the population was over the age of 65, compared to seven (7%) per cent in 2000 and 5.6% in 1980. This increase in the geriatric population could result in an increased burden on the health services as elderly patients are more likely to have chronic diseases and multiple medical problems thus needing specialized diagnostic services and support interventions.

GORTT wishes to execute a PPP contract for the provision of diagnostic services (imaging and laboratory/pathology), to complement the public hospitals' diagnostic capacity, and provide direct service to the primary care population at the level of primary, secondary and tertiary prevention diagnostic support.

The list of screening/diagnostic services would include: Colonoscopy, Colposcopy, Mammography, Cytology, MRI, CT, Linear Tomography, Fluoroscopy, Nuclear Medicine, Bone Scans, ECG, EKG, Echo Cardiograms, Ultra Sound (Obstetric, Abdominal, Carotid, etc.), Hematology, Chemistry, Pathology, Specialty Pathology, Reference laboratory services, including immunochemistry, PCR, allergy testing, genotyping and phenotyping. New medical technologies are improving diagnosis and treatment, but they are also increasing health spending. With respect to Radiology services in Trinidad and Tobago at present there are twenty (15) Specialist Consultant Radiologists providing service to the General Hospitals at San Fernando, Port-of-Spain Eric Williams Medical Sciences Complex, Sangre Grande and Scarborough hospitals.

The business case is provided for the consideration and assessment in respect of a PPP arrangement for the provision of three (3) diagnostic centres by GORTT.

In order to respond to the national development agenda and taking into account the requirements for the development of the health care system, and the need for internal capacity-building, the MOH's Strategic Priorities¹ to 2016 are outlined below and presented in two (2) groups:

The Core Strategic Priorities:

Key result areas related to improving national health outcomes, the quality of health services and the effectiveness of the health care system:

- Prevention, Care and Treatment of Chronic Non-Communicable Diseases
- Prevention, Care and Treatment of Communicable Diseases
- Maternal and Child Health
- Mental Health Wellness
- Health Human Resource Planning and Development
- ICT Integration in the Health Sector
- Continuous Improvement of the Management of the Health Sector
- Continuous Improvement of Health Services Delivery
- Health Infrastructure Development and Facilities Management
- Establishment of the Scheme for Long-Term Health Sector Financing
- Strengthen Health Promotion and Education
- Strengthen the Policy and Legislative Framework

The Enabling Strategic Priorities/Critical Success Factors:

Those which seek to strengthen the institutional capacity of the MOH to support the growth and development of the health sector:

- Institutional Development of MOH for operational efficiency and effectiveness
- Human Resource Management and Development
- "Mainstreaming" Quality and Change Management
- Strengthening Internal and External Communication
- Strengthening the Performance Management System - Institutionalize the RBM System

With respect to the above-mentioned priorities, the Government has identified the specialty Diagnostic Centres as critical projects to be implemented under the MOH including, but not limited to the integration of these Centres with Public Health Care Facilities.

It is envisaged that such a PPP arrangement would provide qualified and trained personnel and accredited facilities for these diagnostic services and as such would fully support the Ministry's strategic outcome for quality of services and supported by accreditation.

¹ GORTT, Ministry of Health Strategic Plan, Fiscal Years 2012 – 2016.

Public private partnership national diagnostic centres (PPPNDC) Concept

The plan is to establish three (3) diagnostic centres in Trinidad – one in the north-west, one in the south-west and the third in east Trinidad will form a network that will service the entire population through catchment areas. It is expected that proponents will demonstrate how they propose to reach rural populations and ensuring access to care through the development of detailed plans using modern technologies.

The location to be chosen within each of these sites would provide the following:

- opportunities for patients, visitors and staff to reach the Diagnostic Centres by public transport, or on foot;
- good security and surveillance;
- sound spatial organization accommodating known needs and allowing for future expansion; and
- strategic fit with the existing public health facilities in these regions

The PPP model is being proposed to encourage the private sector to apply expertise for better service delivery; innovate in finding new technical solutions; optimize the capital component of projects; enter contracts with appropriate risk sharing. The Minister of Health has signaled a preference for a Design-Build-Finance-Maintain-Operate PPP model.

There are 105 Health Centres in Trinidad and Tobago which do not provide this range of Diagnostic services. The estimated catchment area population that would be served by the Diagnostic Centres would range from 300,000 -500,000 and would therefore provide a ready population for these specialty diagnostic services. The Ministry views the availability and accessibility of these diagnostic services as critical to its delivery of public health care and as an opportunity to provide economical, convenient and timely specialty diagnostic services for its patients in particular accessing the various primary health care centres.

The Ministry's primary objectives in support of these new Diagnostic Centres are to increase the efficacy and efficiency of the public health services by:

- Maximizing the availability of specialist diagnostic services, both clinical and support services, to increase efficiency;
- Treating with the chronic overcrowding and excessive waiting times at the public hospitals for patients to access these diagnostic services;
- Developing alternative solutions to reduce inpatient hospitalization for those patients awaiting the results of these diagnostic services; and
- Increase the rate of introduction of new technology for diagnostic services treatment and reporting such as telemedicine.
- Building national diagnostic capacity

It is also envisaged that the provision of the new specialists Diagnostic Centres would significantly impact and complement the training strategies currently being employed by the

Ministry of Health and The University of the West Indies (UWI) and other tertiary training institutions for building its capacity in health human resources within the public health system.

The range of services to be offered by these Diagnostic Centres would include as follows:

- i. Imaging - Linear Tomography X-ray, Fluoroscopy, CT, MRI, Mammography, Ultrasound
- ii. Bone Densitometry Services
- iii. Echocardiography services
- iv. Electrocardiogram
- v. Nuclear Medicine Diagnostic Services
- vi. Diagnostic medical laboratory testing and services, including: Hematology, Chemistry, Pathology, Specialty Pathology, reference laboratory services, including immunochemistry, PCR, allergy testing, genotyping and phenotyping, etc.
- vii. Screening/diagnostic services including: Colonoscopy and Colposcopy.

II. CONSULTANCY OBJECTIVE

The specific objectives of this consultancy are: (i) To conduct an assessment of existing legislation in Trinidad and Tobago to determine whether and to what extent the existing legal framework can facilitate effective Public Private Partnerships (including, but not limited to: financial and procurement legislation, contracting, and ownership of State limits); (ii) To identify legislative gaps and prepare draft legislation (or amendments to existing regulation) and regulations for consideration by the Government of Trinidad and Tobago in establishing the legal framework for PPPs; and (iii) Prepare a draft PPP contract for the National Diagnostic Centres project.

III. CONSULTANT ACTIVITIES

A senior legal expert and a local legal expert will be retained for the purposes of this consultancy. The local expert will work under the direction of the international expert and both will report to the legal advisor from the Ministry of Health to undertake the following:

- i. Review the contract documents related to the current Trinidad and Tobago PPP dialysis centre and provide technical recommendations with respect to a number of critical legal factors, which are currently under consideration.
- ii. Informed by the review conducted in (i) above, assess existing legislation and regulations related to the proposed PPP National Diagnostic Centres. In particular, the legal experts will determine whether the current legislative framework supports PPPs, and will provide recommendations for a legislative framework that will support healthcare PPP goals and are consistent with international best practice for effective PPP procurement and contracting. Recommendations should include, but not be limited to: financial and procurement legislation, contracting, and ownership of State limits;
- iii. The legal experts in collaboration with the Ministry of Health will prepare a Draft Policy Document for consideration and approval by Cabinet. The policy paper will

contain as a minimum: (a) an overview of the relevant existing legislation; (b) Based on this overview, the consultant will recommend either a model for new legislation or suggested amendments to existing legislation; (c) If the consultants recommend a model for new legislation, they will be required to lead a policy discussion justifying the model, which will include a brief commentary outlining how the model differs procedurally or substantively from existing laws.

- iv. Prepare draft PPP contract for the National Diagnostic Centres project
- v. Conduct sensitization seminars/workshops with key Government stakeholders regarding (i) the draft PPP contract, outlining process, benefits and potential pitfalls; (ii) the policy document; and (iii) the model legislative brief (model legislation or amendments to existing legislation).

IV. TYPE OF CONSULTANCY

The consultancy will be a short-term consultancy and will require the services of 1 FTE professional/international legal expert and 1 FTE local legal expert.

V. DELIVERABLES

- i. Preparation of the Policy Document as indicated above.
- ii. Preparation of the first draft of the proposed Bill and supporting regulations, and/or amendments to existing legislation.
- iii. Preparation of draft PPPNDC contract.
- iv. Brief (one to three pages) monthly status reports, consisting of the following: monthly goals; a summary of monthly activities undertaken; issues arising, proposed solutions.
- v. A final report on the consultancy

VI. CONSULTANTS CHARACTERISTICS COMPETENCIES

Senior Legal Expert. The consultant will be an international legal expert with significant experience in the preparation of large public sector service PPP contracts, with special expertise in the management of PPP health contracts. S/he will have a minimum of 10 years continuous experience in this area and experience in working with developing countries and emerging economies would be considered an asset.

Trinidad and Tobago Legal Expert. Commercial lawyer with at least 8 – 10 years experience, and a member in good standard of the Trinidad and Tobago Bar.

VII. CONSULTANCY DURATION

Senior Legal Expert. 60 days over a period of five months. (While provision can be made for the consultant to work some of this time in his/her country of residence, the majority of this time will be spent in Trinidad and Tobago).

Trinidad and Tobago Legal Expert. 80 days over a period of five months. (It is expected that this consultant will be resident in Trinidad and Tobago).

TERMS OF REFERENCE

DEVELOPMENT OF A PLAN FOR HUMAN RESOURCES FOR HEALTH

I. BACKGROUND

- 1.1 The PROPEF operation will finance the contracting of professional consultant services (an individual consultant) and other technical support to work with the Health Sector Human Resource Planning and Development Unit in the finalization of a detailed 10 Year Manpower Plan for the Health Sector.
- 1.2 The core purpose of the Health Services Support Program (HSSP) is to strengthen the organizational and institutional capacity of the health sector in order to enhance the health services delivery system in Trinidad and Tobago.¹ The GORTT is fully cognizant that the Health Sector is an essential contributor to: (i) national development; (ii) the social safety net framework; and (iii) the development of other sectors in the economy.
- 1.3 Currently, the Health Sector faces a number of challenges that constrain the effective provision of healthcare services. A primary challenge is the lack of a trained healthcare workforce that is adequately equipped to: (i) manage the health sector expansion; (ii) manage the current population health trends; and (iii) manage the health trends associated with the rapid epidemiological transition. There is a need for *human resources for health* planning to increase the levels of skilled service providers in healthcare service delivery, healthcare management, and auxiliary health occupations. The current health sector requires a health workforce that corresponds in quantity, competency and quality to the current and projected health needs of the Trinidad and Tobago population.² A 10 Year Manpower Plan has been drafted by the Ministry of Health but stakeholder engagement is required to refine and finalize the document so that it comprehensively addresses the HRH issues.

II. OBJECTIVES

- 2.1 The primary objective of the consultancy is to finalize the 10 Year Manpower Plan to increase and develop the supply of HRH available to the sector, in order ultimately bolster the health sector expansion and improve the supply-side of the country's social safety net system.

III. CHARACTERISTIC OF THE CONSULTANCY

- 3.1 **Type of consultancy:** 1 Senior Health Planning/ Human Resources Consultant
- 3.2 **Starting date and duration:** 75 days

¹ The GORTT MOH Strategic Plan 2012-2016.

² Health Systems Profile- Trinidad and Tobago, PAHO/WHO, October 2008.

- 3.3 **Place of work:** Trinidad
- 3.4 **Education. Essential:** Post graduate degree in Health, Social Sciences, Management, International Development, Economics, or Human Resources for Health management; **Desirable:** Doctoral degree in any of the above, or a combination of training and experience. Fluency in English is required.
- 3.5 **Work experience. Essential:** Extensive experience in human resource planning in the health sector (minimum 7 years). Experience in developing health sector networks for gathering and disseminating information. **Desirable:** Work experience in human resource health planning in economies experiencing an aggressive epidemiological transition. Public-private partnership experience preferred.

IV. ACTIVITIES

- 4.1 The consultant will provide the technical inputs required to enable the Ministry of Health to achieve its objectives of having sufficiently qualified and trained Human Resources for Health (HRH) to support the health sector expansion and improvement. He/She will work with the Ministry of Health to develop a detailed Human Resources for Health (HRH) development plan to address human resource constraints by supporting organization development and institutional capacity improvement, at both the Regional Health Authority and Ministry of Health levels.
- 4.2 The consultant's work will provide the MOH with specific recommendations and outputs, including the following:
- a) Assess key constraints to HRH development, and highlight areas of strength, on which the HRH Development plan can build. Review existing MOH and consultant reports and conduct interviews with key players to identify the major constraints, clarify their causes and recommend changes in MOH governance and institutional arrangements that will allow for effective implementation of the HRH Development Plan.
 - b) Develop a skills bank of all stakeholders in the entire health sector. Include a description of each stakeholder's mandate, objectives, current activities, and planned activities;
 - c) Assist and facilitate in the refinement and finalization of the 10 Year Manpower Plan for the Health Sector, inclusive of the medium-term HRH plan (1-3 years) and a long-term HRH plan (10+ years);
 - d) Develop a step-by-step HRH implementation plan that will enable the MOH and RHAs to fulfill its leadership responsibilities within the Health Sector with regard to HRH;
 - e) Design a national HRH career database, where candidates can view TORs, and submit their CVs for consideration for current and future TORs that match their CVs and that would also allow for the absorption of returning scholars with health related qualifications;

- f) Develop appropriate job descriptions for various positions in MOH, RHAs, and other health related occupations.
- g) Advise on the refinement of the plans to market health sector careers as valuable and competitively positioned. Establish innovative and financially sustainable programs to attract and retain healthcare talent;
- h) Analyze the existing policies on staff retention and develop recommendations for improved HRH retention policies, retention strategies, and a plan for each health professional category (medical practitioners, nursing practitioners, public health practitioners, health researchers, and other health-auxiliary professions).
- i) Deliver training to build the human resource planning competency at the RHA and Ministry levels;
- j) Develop a plan to modernize and expand the training programs for primary care health workers through the Trinidad and Tobago Health Training Centre (TTHTC); health managers, public health specialists, doctors, nurses, and health auxiliary staff. Develop recommendations to incentivize health staff to engage in ongoing quality improvement and professional development.

V. DELIVERABLES

- 5.1 The consultant will produce a national plan for Human Resources for Health (HRH). The plan should address both a short/medium-term HRH approach (1-3 years) and a long-term HRH approach (10+ years) and should include the following components:
- a) A detailed HRH Development Plan.
 - b) A skills bank system of all HRH stakeholders
 - c) A step-by-step HRH implementation plan
 - d) A plan for a unified recruitment process for MOH and RHAs.
 - e) A plan for a national HRH career database
 - f) Job Descriptions for various health-related occupations.
 - g) A plan to market health sector careers
 - h) Recommendations for improved HRH retention policies, retention strategies, and a plan for each health professional and health auxiliary categories
 - i) Training to address the human resource planning competency gaps
 - j) A plan to modernize and expand the training programs for health workers and auxiliary staff through the Trinidad and Tobago Health Training Centre
 - k) Recommendations to improve collaboration and cooperation with internal and external stakeholders, including tertiary education institutions, NGOs, private service providers, regulatory bodies and the like.

- 5.2 The exact format and scope of each report will be finalized by the MOH, IDB and technical team, in collaboration with the consultant. The final report is due by XXX. A presentation of the draft final reports (including components a-k) to the MOH and IDB by XXXXX
- 5.3 The consultant will submit a bi-monthly report (twice per month) to the MOH on the implementation of the assignment. The exact format and scope of the report will be agreed between the consultant and the MOH.

VI. COORDINATION

- 6.1 The consultant will work under the supervision of XX and report directly to the XXX, MOH and work closely with the MOH Technical Team who is responsible for the execution of the project.
- 6.2 The consultant will be paid based on the agreed set of deliverables above and will receive the final 25% of payment when the MOH and IDB deem that the final deliverables are satisfactory.

DRAFT

**TERMS OF REFERENCE
PPPNDc FEASIBILITY STUDY AND CRITICAL PATH ANALYSIS**

I. BACKGROUND

Trinidad and Tobago is challenged to provide sufficient and adequate quality healthcare services to its population at a cost that is affordable and sustainable. Over the past decade the Government of the Republic of Trinidad and Tobago (GoRTT) has made significant strides in improving the quality, as well as improved access and availability to healthcare services to the population. However, demand continues to outstrip supply and new delivery methods need to be explored if the public health sector is to keep pace with this demand.

The diagnosis of diseases consumes a considerable portion of health care costs both at the capital and recurrent levels. In addition, Trinidad and Tobago could soon feel the effects of a steady increase in the 65-and-over population, many of whom may require specialized care. Data from the 2011 population and housing census in Trinidad and Tobago (T&T), reported that nine (9%) percent of the population was over the age of 65, compared to seven (7%) per cent in 2000 and 5.6% in 1980. This increase in the geriatric population could result in an increased burden on the health services as elderly patients are more likely to have chronic diseases and multiple medical problems thus needing specialized diagnostic services and support interventions.

GORTT wishes to execute a PPP contract for the provision of diagnostic services (imaging and laboratory/pathology), to complement the public hospitals' diagnostic capacity, and provide direct service to the primary care population at the level of primary, secondary and tertiary prevention diagnostic support.

The list of screening/diagnostic services would include: Colonoscopy, Colposcopy, Mammography, Cytology, MRI, CT, Linear Tomography, Fluoroscopy, Nuclear Medicine, Bone Scans, ECG, EKG, Echo Cardiograms, Ultra Sound (Obstetric, Abdominal, Carotid, etc.), Hematology, Chemistry, Pathology, Specialty Pathology, Reference laboratory services, including immunochemistry, PCR, allergy testing, genotyping and phenotyping. New medical technologies are improving diagnosis and treatment, but they are also increasing health spending. With respect to Radiology services in Trinidad and Tobago at present there are twenty (15) Specialist Consultant Radiologists providing service to the General Hospitals at San Fernando, Port-of-Spain Eric Williams Medical Sciences Complex, Sangre Grande and Scarborough hospitals.

The Business Case is provided for the consideration and assessment of in respect of a PPP Arrangement for the provision of three (3) Diagnostic Centres by GORTT.

In order to respond to the national development agenda and taking into account the requirements for the development of the health care system, and the need for internal capacity building, the

MOH's Strategic Priorities¹ to 2016 are outlined below and presented in two (2) groups:

The Core Strategic Priorities:

Key result areas related to improving national health outcomes, the quality of health services and the effectiveness of the health care system:

- Prevention, Care and Treatment of Chronic Non-Communicable Diseases
- Prevention, Care and Treatment of Communicable Diseases
- Maternal and Child Health
- Mental Health Wellness
- Health Human Resource Planning and Development
- ICT Integration in the Health Sector
- Continuous Improvement of the Management of the Health Sector
- Continuous Improvement of Health Services Delivery
- Health Infrastructure Development and Facilities Management
- Establishment of the Scheme for Long-Term Health Sector Financing
- Strengthen Health Promotion and Education
- Strengthen the Policy and Legislative Framework

The Enabling Strategic Priorities/Critical Success Factors:

Those which seek to strengthen the institutional capacity of the MOH to support the growth and development of the health sector:

- Institutional Development of MOH for operational efficiency and effectiveness
- Human Resource Management and Development
- "Mainstreaming" Quality and Change Management
- Strengthening Internal and External Communication
- Strengthening the Performance Management System - Institutionalize the RBM System

With respect to the above-mentioned priorities, the government has identified the specialty Diagnostic Centres as critical projects to be implemented under the MOH including, but not limited to the integration of these Centres with Public Health Care Facilities.

It is envisaged that such a PPP arrangement would provide qualified and trained personnel and accredited facilities for these diagnostic services and as such would fully support the Ministry's strategic outcome for quality of services and supported by accreditation.

Public private partnership national diagnostic centres (PPPNDC) Concept

The plan is to establish three (3) Diagnostic Centres in Trinidad – one in the north-west, one in the south-west and the third in east Trinidad will form a network that will service the entire population through catchment areas. It is expected that proponents will demonstrate how they propose to reach rural populations and ensuring access to care through the development of detailed plans using modern technologies.

¹ GORTT, Ministry of Health Strategic Plan, Fiscal Years 2012 – 2016.

The location to be chosen within each of these sites would provide the following:

- opportunities for patients, visitors and staff to reach the Diagnostic Centres by public transport, or on foot;
- good security and surveillance;
- sound spatial organization accommodating known needs and allowing for future expansion; and
- strategic fit with the existing public health facilities in these regions

The PPP model is being proposed to encourage the private sector to apply expertise for better service delivery; innovate in finding new technical solutions; optimize the capital component of projects; enter contracts with appropriate risk sharing. The Minister of Health has signaled a preference for a Design-Build-Finance-Maintain-Operate PPP model.

There are 105 Health Centres in Trinidad and Tobago which do not provide this range of Diagnostic services. The estimated catchment area population that would be served by the Diagnostic Centres would range from 300,000 -500,000 and would therefore provide a ready population for these specialty diagnostic services. The Ministry views the availability and accessibility of these diagnostic services as critical to its delivery of public health care and as an opportunity to provide economical, convenient and timely specialty diagnostic services for its patients in particular accessing the various primary health care centres.

The Ministry's primary objectives in support of these new Diagnostic Centres are to increase the efficacy and efficiency of the public health services by:

- Maximizing the availability of specialist diagnostic services, both clinical and support services, to increase efficiency;
- Treating with the chronic overcrowding and excessive waiting times at the public hospitals for patients to access these diagnostic services;
- Developing alternative solutions to reduce inpatient hospitalization for those patients awaiting the results of these diagnostic services; and
- Increase the rate of introduction of new technology for diagnostic services treatment and reporting such as telemedicine;
- Building national diagnostic capacity.

It is also envisaged that the provision of the new specialists Diagnostic Centres would significantly impact and complement the training strategies currently being employed by the Ministry of Health and The University of the West Indies (UWI) and other tertiary training institutions for building its capacity in health human resources within the public health system.

The range of services to be offered by these Diagnostic Centres would include as follows:

- i. Imaging - Linear Tomography X-ray, Fluoroscopy, CT, MRI, Mammography, Ultrasound
- ii. Bone Densitometry Services;
- iii. Echocardiography services;
- iv. Electrocardiogram;

- v. Nuclear Medicine Diagnostic Services;
- vi. Diagnostic medical laboratory testing and services, including: Hematology, Chemistry, Pathology, Specialty Pathology, reference laboratory services, including immunochemistry, PCR, allergy testing, genotyping and phenotyping, etc.;
- vii. Screening/diagnostic services including: Colonoscopy and Colposcopy.

II. CONSULTANCY OBJECTIVE

The specific objective of this consultancy is to undertake a feasibility study to analyze the regulatory and institutional frameworks in Trinidad and Tobago for the implementation of the PPPNDC. Based upon this analysis, an Action Plan will be developed that will include the critical actions to implement the PPPNDC, including changes to policies, legal and regulatory frameworks, processes and procedures, institutional strengthening and the identification of additional potential PPP investments in the health sector.

III. CONSULTANT ACTIVITIES

3.1 Mapping of Legal, Regulatory and Institutional Framework

Working in close collaboration with the legal advisors, the consultant will map the existing legal, regulatory and institutional framework in the Trinidad and Tobago identifying bottlenecks that may impede the implementation of PPPNDC. As a result, the consultant will develop a set of recommendations that would include activities to create or reform existing regulations, fiscal accounting, reporting standards and legal frameworks governing the licensing and contracting of infrastructure and the supply of diagnostic; would recommend specific actions for the support of PPP execution units.

3.2 Developing an Action Plan

Based on the above analysis, the consultant will develop a detailed Action Plan for the implementation of PPPNDC, including activities to be undertaken in the short, medium and long-term by specific stakeholders. Working in close collaboration with Government stakeholders, the consultant will develop an action plan which will address the following as a minimum: project governance arrangements; design and implementation of quality assurance mechanisms; managing divergent stakeholders; finding the right balance of quality, deliverability and cost to achieve Value for Money; building commercial client capability and developing contract management mechanisms.

3.3 Identification of potential PPP projects in the health sector

Based on the above analysis and building on international and regional experiences and lessons learned, the consultant will identify potential new PPP projects in the health sector.

- Continue to advise the Ministry of Health until the legislation is enacted and to provide all necessary information;
- Prepare draft PPP contract for the National Diagnostic Centres project;

- Conduct sensitization seminars/workshops to key Government stakeholders on the draft PPP contract, outlining process, benefits and potential pitfalls.

3.4 Participation on a Regional PPP Workshop

The consultant will participate in a workshop to present the findings of 3.1 and to discuss the recommendations and Action Plan, promoting consensus among the different Government stakeholders. The consultant will propose a methodology for discussion and consensus building.

IV. TYPE OF CONSULTANCY AND CONSULTANT QUALIFICATIONS

Type of consultancy: Individual. The consultancy will be a short-term consultancy and will require the services of 1 FTE professional/international expert.

Duration: The consultancy will start on XXX and will take XXX working days, including time for report preparation. The consultancy is expected to be completed by XXXX

Working place: Trinidad and country of residency.

Consultant Qualifications: Consultant with practical experience in Public Private Partnerships projects in infrastructure and logistics in different sectors and several countries; experience in evaluating legal, regulatory and institutional frameworks for PPPs; experience with regional PPP projects; ability to communicate in oral and written form in English.

V. DELIVERABLES AND PAYMENTS

The consultant will deliver the following products:

- 5.1 The consultant will provide a Work Plan and Time Table one week after the signing of the contract.
- 5.2 The consultant will submit a first draft report that will cover progress on the activities specified in 3.1 and 3.2 by XXXX.
- 5.3 The consultant will submit a second interim report on activities conducted under 3.1 to 3.3 as well as the list of stakeholders and the workshop methodology by XXX.
- 5.4 The consultant will submit the final report not later than two weeks after the completion of the Workshop, which is expected to take place not later than xxx.
- 5.5 The contract will be carried under the lump sum modality and will include all travel related costs.

Payments will be made as follows:

30% at contract signing;

40% upon the first draft report presented to the satisfaction of the Ministry of Health;

30% upon the completion of the local workshop and the presentation of final report.

VI. CONSULTANCY DURATION

Xxx days over a period of XXX months.

ANNEX B

LEG/SGO/CCB/IDBDOCS#38043383

PART TWO

GENERAL CONDITIONS

CHAPTER I

Application of the General Conditions

ARTICLE 1.01. **Application of the General Conditions.** These General Conditions apply to the Loan Contracts entered into by the Inter-American Development Bank with its Borrowers, and accordingly the provisions hereof form an integral part of this Contract.

CHAPTER II

Definitions

ARTICLE 2.01. **Definitions.** For the purposes of the obligations contracted between the parties, the following definitions are adopted:

1. “Advance of Funds” means the amount of resources advanced by the Bank to the Borrower, chargeable to the resources of the Loan, to cover eligible expenditures of the Project, as provided in Article 4.07 of these General Conditions.
2. “Amortization Schedule” means the original schedule set forth in the Special Conditions for the payment of amortization installments of the Loan or any modified schedule agreed to between the Parties pursuant to the provisions of Article 3.02 of these General Conditions.
3. “Amortization Schedule Modification Request Letter” means an irrevocable communication from the Borrower to the Bank requesting a modification to the Amortization Schedule.
4. “Amortization Schedule Modification Notification Letter” means a communication by means of which the Bank responds to an Amortization Schedule Modification Request Letter.

5. “Approval Currency” means the currency in which the Bank approves the Loan, which may be Dollars or any Local Currency which the Bank can efficiently source, taking into account the Bank’s operational and risk management considerations.
6. “Bank” means the Inter-American Development Bank.
7. “Bank's Cost of Funding” means a cost margin calculated quarterly relative to a three (3)-month LIBOR Dollar Interest Rate, using the weighted average cost of funding instruments applicable to the Flexible Financing Facility, expressed in terms of an annual percentage, as determined by the Bank.
8. “Bank Group” means the Bank, the Inter-American Investment Corporation and the Multilateral Investment Fund.
9. “Base Interest Rate” means the rate determined by the Bank at the time of a Conversion execution, based on: (i) the currency requested by the Borrower; (ii) the type of interest rate requested by the Borrower; (iii) the Amortization Schedule; (iv) the existing market conditions; and (v) either: (1) the three (3)-month LIBOR Dollar Interest Rate plus a margin reflecting the Bank’s estimated cost of funding in Dollars at the time of disbursement or Conversion; or (2) the Bank’s actual cost of funding used as a basis for the Conversion; or (3) with respect to Outstanding Loan Balances that have been subject to a previous Conversion, the interest rate in effect for such Outstanding Loan Balances.
10. “Board” means the Board of Executive Directors of the Bank.
11. “Borrower” shall have the meaning assigned to it in the Special Conditions.
12. “Business Day” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York or, in case of a Conversion, in the cities listed in the Conversion Request Letter or the Conversion Notification Letter, as the case may be.
13. “Calculation Agent” means the Bank, except for the use of such term in the definition of LIBOR Interest Rate, in which case it will have the meaning assigned to it in the 2006 ISDA Definitions, in accordance with the publication of the *International Swaps and Derivatives Association, Inc.*, as amended and supplemented. Any determination made by the Calculation Agent shall be final, conclusive and binding on the parties (except in the case of manifest error), and, if made by the Bank as Calculation Agent, shall be duly documented and made in good faith and in a commercially reasonable manner.
14. “Closing Period” means a ninety (90)-day period from the expiration date of the Original Disbursement Period, or any extension thereof, in order to finalize pending

payments to third parties, to present the final justification of expenditures made, to reconcile the books and records, and to reimburse to the Bank the resources disbursed from the Loan but not used and/or justified, as provided in Article 4.08 of these General Conditions.

15. "Consultant Policies" means the Policies for the selection and contracting of consultants financed by the Inter-American Development Bank in force at the time of the approval of the Loan by the Bank.
16. "Contract" means this loan contract.
17. "Contracting Agency" means the entity with the legal capacity to enter into the Contract for the Procurement of Works and Goods and the Selection and Contracting of Consultants with the Contractor, Supplier, Consulting Firm or Individual Consultant, as the case may be.
18. "Conversion" means a modification of the terms of all or any portion of the Loan as requested by the Borrower and accepted by the Bank, under the terms of this Contract, which may be: (i) a Currency Conversion; or (ii) an Interest Rate Conversion.
19. "Conversion Date" means the Currency Conversion Date or the Interest Rate Conversion Date, as the case may be.
20. "Conversion Notification Letter" means the communication by which the Bank informs the Borrower of the financial terms and conditions upon which a Conversion has been effected, in accordance with the Conversion Request Letter sent by the Borrower.
21. "Conversion Period" means, with respect to any Conversion, the period between the Conversion Date and the last day of the interest period in which the Conversion ends, pursuant to its terms. Notwithstanding the foregoing, for purposes of the last payment of principal and interest, the Conversion Period shall end on the day on which interest corresponding to such interest period is paid.
22. "Conversion Request Letter" means an irrevocable communication of the Borrower to the Bank requesting a Conversion, pursuant to Article 5.01 of these General Conditions.
23. "Converted Currency" means any Local Currency or Non-Borrowing Member Country Currency in which all or part of the Loan is denominated after a Currency Conversion has been effected.
24. "Currency Conversion" means with respect to a disbursement or to all or part of an Outstanding Loan Balance, a change in the currency of denomination to a Local Currency or a Non-Borrowing Member Country Currency which the Bank can

efficiently source, taking into account the Bank's operational and risk management considerations.

25. "Currency Conversion Date" means, in relation to Currency Conversions for new disbursements, the effective date on which the Bank makes the disbursement and, in the case of Currency Conversions of Outstanding Loan Balances, the date on which the debt is redenominated. These dates shall be set forth in the Conversion Notification Letter.
26. "Derivative Contract" means any contract entered into between the Bank and the Borrower or the Bank and the Guarantor to document and/or confirm one or more derivative transactions agreed between the Bank and the Borrower, or the Bank and the Guarantor, and its subsequent amendments. All attachments and other supplemental agreements to a Derivative Contract shall form an integral part of such Derivative Contract.
27. "Dollar" means the legal tender of the United States of America.
28. "Execution Period" means the period in Business Days during which the Bank may effect a Conversion as determined by the Borrower in the Conversion Request Letter. The Execution Period starts from the day on which the Conversion Request Letter is received by the Bank.
29. "Executing Agency/Agencies" means the entity/entities responsible for executing all or part of the Project.
30. "Final Amortization Date" means the latest date on which the Loan may be fully repaid, in accordance with the Special Conditions.
31. "Flexible Financing Facility" means the financial platform the Bank uses to provide sovereign-guaranteed Loans chargeable to the resources of the Bank's ordinary capital.
32. "Full Term Currency Conversion" means a Currency Conversion for a Conversion Period equal to the period set forth in the Amortization Schedule requested for such Currency Conversion, pursuant to Article 5.03 of these General Conditions.
33. "Full Term Interest Rate Conversion" means an Interest Rate Conversion for a Conversion Period equal to the period set forth in the Amortization Schedule requested for such Interest Rate Conversion, pursuant to Article 5.04 of these General Conditions.
34. "General Conditions" means the entirety of articles which comprise Part Two of this Contract and reflect the basic policies of the Bank uniformly applicable to its loan contracts.

35. “Guarantor” means the party which guarantees the fulfillment of the obligations contracted by the Borrower and which assumes other obligations for which it is liable under the Guarantee Contract.
36. “Interest Rate Calculation Convention” means the convention regarding the number of days used to calculate interest payments, as set forth in the Conversion Notification Letter.
37. “Interest Rate Cap” means the establishment of an upper limit for a variable interest rate.
38. “Interest Rate Collar” means the establishment of an upper and a lower limit for a variable interest rate.
39. “Interest Rate Conversion” means: (i) a change of interest rate type with respect to all or part of the Outstanding Loan Balance; or (ii) the establishment of an Interest Rate Cap or an Interest Rate Collar with respect to all or part of the Outstanding Loan Balance; or (iii) any other hedging option that affects the interest rate applicable to all or part of the Outstanding Loan Balance.
40. “Interest Rate Conversion Date” means the effective date of the Interest Rate Conversion upon which the new interest rate applies. This date shall be set forth in the Conversion Notification Letter.
41. “Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter” means the 15th day of the months of January, April, July and October of each calendar year. The LIBOR-Based Interest Rate determined by the Bank on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter shall apply retroactively to the first fifteen (15) days of the respective Quarter, and shall continue to apply through and including the last day of the Quarter.
42. “LIBOR-Based Interest Rate” means the sum of the LIBOR Interest Rate and the Bank's Cost of Funding, determined on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter.
43. “LIBOR Interest Rate”¹ means the “USD-LIBOR-BBA”, which is the rate for deposits in Dollars for a period of three (3) months that appears on the Reuters page <LIBOR01> as of 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding the Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter. If such LIBOR Interest Rate does not appear on the Reuters page <LIBOR01>, the LIBOR Interest Rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined as if the parties had specified “USD-LIBOR-Reference Banks” as the

¹ Any capitalized terms used in paragraph 43 of Article 2.01 and not otherwise defined herein shall have the meaning assigned to it in the 2006 ISDA Definitions as published by the *International Swaps and Derivatives Association, Inc.*, as amended and supplemented from time to time, which are hereby incorporated by reference.

applicable LIBOR Interest Rate. For these purposes, “USD-LIBOR-Reference Banks” means that the LIBOR Interest Rate for an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined on the basis of the rates at which deposits in Dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter to prime banks in the London interbank market for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. The Calculation Agent or Agents utilized by the Bank will request the principal London office of each of the Reference Banks to provide a quotation of the LIBOR Interest Rate. If at least two (2) quotations are provided, the LIBOR Interest Rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the quotations. If fewer than two (2) quotations are provided as requested, the LIBOR Interest Rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the rates quoted by the major banks in New York City, selected by the Calculation Agent or Agents utilized by the Bank, at approximately 11:00 a.m., New York City time, for loans in Dollars to the leading European banks for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. If more than one Calculation Agent provides a LIBOR Interest Rate to the Bank as a result of the procedure described above, the Bank will determine, at its own discretion, the applicable LIBOR Interest Rate for each Quarter for the Interest Rate Determination Date, based on the interest rates received from the Calculation Agents. For purposes of the foregoing provision, if the Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter is not a Banking Day in New York City, the LIBOR Interest Rates quoted on the first day immediately thereafter which is a Banking Day in New York City shall be utilized.

44. “LIBOR-Based Interest Rate Loan” means any Loan granted by the Bank for disbursement, account registration and repayment in Dollars or which has been fully or partially converted into Dollars and that is subject to a LIBOR-Based Interest Rate, calculated pursuant to Article 3.03(a) of these General Conditions.
45. “Loan” shall have the meaning assigned to it in the Special Conditions.
46. “Local Currency” means a currency that is legal tender in any of the Bank’s borrowing members.
47. “Non-Borrowing Member Country Currency” means a currency that is legal tender in any of the Bank’s non-borrowing member countries.
48. “Original Disbursement Period” means the original period for disbursements of the Loan, which is set forth in the Special Conditions.

49. “Original WAL” means the WAL of the Loan in effect as of the date of signature of this Contract and set forth in the Special Conditions.
50. “Outstanding Loan Balance” means the amount that the Borrower owes the Bank for the portion of the Loan that has been disbursed.
51. “Partial Term Currency Conversion” means a Currency Conversion for a shorter Conversion Period than the period set forth in the Amortization Schedule requested for such Currency Conversion, pursuant to Article 5.03 of these General Conditions.
52. “Partial Term Interest Rate Conversion” means an Interest Rate Conversion for a shorter Conversion Period than the period set forth in the Amortization Schedule requested for such Interest Rate Conversion, pursuant to Article 5.04 of these General Conditions.
53. “Parties” means the Bank and the Borrower and each of them, indistinctively, a Party.
54. “Payment Valuation Date” means a date that is determined based on a number of Business Days prior to any amortization or interest payment, as specified in a Conversion Notification Letter.
55. “Procurement Agents” means the entity with legal capacity to enter into contracts, and in agreement with the Borrower or the Executing Agency, as the case may be, assumes all or part of the responsibility of the procurement of goods or works, consultancy services or non-consulting services for the Project.
56. “Procurement Plan” means a tool for programming and monitoring the procurement related to the operation, in the terms described in the Procurement Policies and Consultant Policies.
57. “Procurement Policies” means the Policies for the Procurement of Works and Goods financed by the Inter-American Development Bank in force at the time of the approval of the Loan by the Bank.
58. “Prohibited Practices” means the act(s) defined in Article 6.03 of these General Conditions.
59. “Project” means the program or project for which the Loan has been approved by the Bank.
60. “Quarter” means each of the following three-month (3-month) periods of the calendar year: the period beginning on January 1st and ending on March 31st; the period beginning on April 1st and ending on June 30th; the period beginning on July 1st and ending on September 30th and the period beginning on October 1st and ending on December 31st.

61. “Semester” means the first or second six months of a calendar year.
62. “Settlement Currency” means the currency used to settle principal and interest payments. For fully deliverable currencies, the Settlement Currency is the Converted Currency. For non-deliverable currencies, the Settlement Currency is the Dollar.
63. “Special Conditions” means the entirety of the provisions which comprise Part One of this Contract and contain the particular terms of the operation.
64. “Valuation Exchange Rate” is equal to the number of units of the Converted Currency per Dollar, applicable on each Payment Valuation Date, pursuant to the source established in the Conversion Notification Letter.
65. “WAL” means the weighted average life, whether the Original WAL or the weighted average life resulting from a modification of the Amortization Schedule, as a result of a Conversion or otherwise. The WAL is calculated in years (to two decimal places) based on the Amortization Schedule of all tranches of the Loan and is defined as the division of (i) by (ii) below, where:

(i) is the sum of the products of (A) and (B), defined as:

(A) the amount of each amortization payment;

(B) the difference in the number of days between the amortization payment date and the execution date of this Contract, divided by 365 days;

and

(ii) the sum of amortization payments.

The applicable formula is the following:

$$WAL = \frac{\sum_{j=1}^m \sum_{i=1}^n A_{i,j} \times \left(\frac{PD_{i,j} - ED}{365} \right)}{TA}$$

where:

WAL is the weighted average life of all amortizations, expressed in years.

m is the total number of tranches of the Loan.

n is the total number of amortization payments for each tranche of the Loan.

A_{i,j} is the amortization amount referring to payment *i* of tranche *j*,

calculated in Dollar equivalent at the exchange rate determined by the Calculation Agent, for the date of modification of the Amortization Schedule.

$PD_{i,j}$ is the payment date referring to payment i of tranche j .

ED is the execution date (date of signature) of this Contract.

TA is the sum of all A_{ij} , calculated in Dollar equivalent as of the date of the calculation at the exchange rate determined by the Calculation Agent.

CHAPTER III

Amortization, Interest, Credit Fee, Inspection and Supervision, and Prepayments

ARTICLE 3.01. Dates of Payment of Amortization and Interest. The Loan will be amortized in accordance with the Amortization Schedule. Interest and amortization installments will be paid on the fifteenth (15th) day of the respective month, as set forth in the Special Conditions of this Contract, in an Amortization Schedule Modification Notification Letter or in a Conversion Notification Letter, as the case may be. The amortization payment dates shall always coincide with an interest payment date.

ARTICLE 3.02. Modification of the Amortization Schedule. (a) The Borrower, with the prior consent of the Guarantor, if any, may request the modification of the Amortization Schedule at any time from the entry into effect of the Contract up until sixty (60) days prior to the due date for the first amortization installment of the Loan or the tranche of the Loan, as the case may be, for which the modification is requested. The Borrower may also request the modification of the Amortization Schedule in the case of a Currency Conversion or an Interest Rate Conversion, as set forth in Articles 5.03 and 5.04 of these General Conditions.

(b) For any modifications to the Amortization Schedule, the Borrower shall deliver to the Bank an Amortization Schedule Modification Request Letter, which shall: (i) state whether the proposed modification to the Amortization Schedule is applicable to all or part of the Loan; and (ii) indicate the new amortization schedule, including the first and last amortization dates, the frequency of payments, and the percentage that these payments represent of the total Loan or the tranche thereof for which the modification is requested.

(c) The Bank may accept the requested modifications to the Amortization Schedule, subject to the Bank's operational and risk management considerations and the satisfaction of the following conditions:

- (i) the last amortization date and the cumulative WAL of all the Amortization Schedules exceed neither the Final Amortization Date nor the Original WAL;

- (ii) the tranche of the Loan subject to a new Amortization Schedule shall not be less than the equivalent of three million Dollars (US\$3,000,000); and
- (iii) the tranche of the Loan subject to the modification of the Amortization Schedule has not been subject to a prior modification, unless the new Amortization Schedule modification is the result of a Currency Conversion.

(d) The Bank will communicate to the Borrower its decision in an Amortization Schedule Modification Notification Letter. If the Bank accepts the Borrower's request, the Amortization Schedule Modification Notification Letter will include: (i) the new Amortization Schedule for the Loan or tranche thereof; (ii) the cumulative WAL of the Loan; and (iii) the effective date of the new Amortization Schedule.

(e) The Loan may not have more than four tranches denominated in a Non-Borrowing Member Country Currency with different Amortization Schedules. The number of tranches in Local Currency may exceed this amount, subject to the Bank's operational and risk management considerations.

(f) To ensure that the cumulative WAL continues to be equal to or less than the Original WAL, in those cases in which an extension to the Original Disbursement Period is granted (i) resulting in an extension of such period beyond a date that is sixty (60) days prior to the due date for the first amortization installment of the Loan or the tranche of the Loan, as the case may be, and (ii) when disbursements occur during such extension period, the Amortization Schedule shall be modified. Such modification will consist of moving forward the Final Amortization Date or, if the Loan has different tranches, moving forward the final amortization date of the tranche or tranches of the Loan from which funds are disbursed during the extension period of the Original Disbursement Period, unless the Borrower expressly requests, in lieu of the foregoing, an increase in the amount of the amortization installment following each disbursement of the Loan or the tranche of the Loan, as the case may be, that results in a longer WAL than the Original WAL. With respect to this second option, the Bank will determine the corresponding amount for such amortization installment.

ARTICLE 3.03. Interest. (a) **Interest on Outstanding Loan Balances that have not been subject to Conversion.** To the extent that the Loan has not been subject to a Conversion, the Borrower shall pay interest on daily Outstanding Loan Balances at a LIBOR-Based Interest Rate plus the applicable lending spread for the Bank's ordinary capital loans. In this case, interest shall accrue at an annual rate for each Quarter as determined by the Bank on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter.

(b) **Interest on Outstanding Loan Balances that have been subject to Conversion.** If the Outstanding Loan Balances have been subject to a Conversion, the Borrower shall pay interest on the Outstanding Loan Balances converted under such Conversion at: (i) the Base Interest Rate determined by the Bank; plus (ii) the applicable lending spread for the Bank's ordinary capital loans.

(c) **Interest on Outstanding Loan Balances subject to an Interest Rate Cap.** If an Interest Rate Conversion has been effected to establish an Interest Rate Cap and the interest rate payable by the Borrower pursuant to this Article exceeds the Interest Rate Cap at any time during the

Conversion Period, the maximum interest rate applicable during such Conversion Period shall be equal to the Interest Rate Cap.

(d) **Interest on Outstanding Loan Balances subject to an Interest Rate Collar.** If an Interest Rate Conversion has been effected to establish an Interest Rate Collar and the interest rate payable by the Borrower pursuant to this Article exceeds the upper limit or falls below the lower limit of the Interest Rate Collar at any time during the Conversion Period, the maximum interest rate applicable during such Conversion Period shall be equal to the upper limit of the Interest Rate Collar, and the minimum interest rate applicable during such Conversion Period shall be equal to the lower limit of the Interest Rate Collar.

(e) **Changes to the interest rate calculation basis.** The Parties agree that, notwithstanding any change in market practice that may, at any moment, affect the determination of the LIBOR Interest Rate, the Borrower's payments shall remain linked to the Bank's funding. For purposes of obtaining and maintaining such link under such circumstances, the Parties expressly agree that the Calculation Agent, seeking to reflect the Bank's corresponding funding, shall determine: (a) the occurrence of such changes; and (b) the alternate base rate applicable to determine the appropriate amount to be paid by the Borrower. The Calculation Agent shall provide no less than sixty (60) days prior notice to the Borrower and the Guarantor, if any, of the applicable alternate base rate. The alternate base rate shall become effective on the expiration of such notice period.

ARTICLE 3.04. Credit fee. (a) The Borrower shall pay a credit fee on the undisbursed balance of the Loan, at a percentage set by the Bank periodically during its review of financial charges on ordinary capital loans. The credit fee shall not exceed 0.75% per annum.

(b) The credit fee will begin to accrue sixty (60) days from the date of signature of the Contract.

(c) The credit fee shall cease to accrue: (i) when all disbursements have been made; and (ii) in full or in part, as the case may be, when the Loan has been totally or partially cancelled pursuant to Articles 4.02, 4.12, 4.13 and 6.02 of these General Conditions.

ARTICLE 3.05. Computation of Interest and Credit Fee. The interest and credit fee shall be calculated according to the exact number of days in the respective interest period.

ARTICLE 3.06. Resources for Inspection and Supervision. The Borrower shall not be required to cover the Bank's expenses for general inspection and supervision, unless the Bank establishes otherwise during the Original Disbursement Period as a consequence of its periodic review of financial charges for ordinary capital loans, and notifies the Borrower accordingly. In this case, the Borrower shall indicate whether it will pay the corresponding amount directly to the Bank or whether such amount should be withdrawn and withheld by the Bank from the resources of the Loan. In no case may the Bank charge for a specific Semester more than the result of applying one percent (1%) of the Loan amount divided by the number of Semesters comprising the Original Disbursement Period.

ARTICLE 3.07. Currency of payment for amortization, interest, credit fee and inspection and supervision expenses. Interest and principal payments shall be made in Dollars, unless a Currency Conversion has been effected, in which case the provisions of Article 5.05 of these General Conditions shall apply. Credit and inspection and supervision fees shall always be paid in the Approval Currency.

ARTICLE 3.08. Prepayments. (a) **Prepayment of Outstanding Loan Balances denominated in Dollars with LIBOR-Based Interest Rate.** The Borrower may prepay all or part of the Outstanding Loan Balances in Dollars subject to a LIBOR-Based Interest Rate on any interest payment date, provided that it delivers to the Bank a written irrevocable request, with the consent of the Guarantor, if any, at least thirty (30) days in advance. Any such prepayment shall be applied as set forth in Article 3.09 of these General Conditions. In the event that the prepayment does not cover the entire Outstanding Loan Balance, the prepayment shall be applied proportionately to the remaining amortization installments. If the Loan has tranches with different Amortization Schedules, the Borrower shall prepay individual tranches in their entirety, unless the Bank agrees otherwise.

(b) **Prepayments of amounts that have been subject to Conversion.** Provided that the Bank is able to unwind or reallocate its corresponding funding, the Borrower, with the consent of the Guarantor, if any, may prepay on any interest payment date set forth in the Amortization Schedule attached to the Conversion Notification Letter: (i) all or part of the amount that has been subject to a Currency Conversion; and/or (ii) all or part of the amount that has been subject to an Interest Rate Conversion. For this purpose, the Borrower shall deliver an irrevocable written request to the Bank at least thirty (30) days in advance. Said request shall specify the amount the Borrower intends to prepay and the Conversion to which such prepayment relates. In the event that the prepayment does not cover the full amount of the Outstanding Loan Balance under such Conversion, the prepayment shall be applied proportionately to the remaining amortization installments of such Conversion. The Borrower may not prepay converted amounts in an amount less than the equivalent of three million Dollars (US\$3,000,000), unless the remaining Outstanding Loan Balance of the respective Conversion is less than such amount and is paid in full.

(c) For purposes of paragraphs (a) and (b) above, the following payments shall be considered as prepayments: (i) the return of unjustified Advances of Funds; and (ii) payments resulting from all or a part of the Loan being declared immediately due and payable, pursuant to Article 6.02 of these General Conditions.

(d) Notwithstanding paragraph (b) above, in the event of a prepayment, the Borrower shall receive from the Bank, or alternatively, shall pay the Bank, as applicable, any gain or loss incurred by the Bank as a result of unwinding or reallocating its corresponding funding, as determined by the Calculation Agent. In case of a gain, it will be credited first to any amounts due and payable by the Borrower. In case of a loss, the Borrower shall pay the corresponding amount concurrently on the prepayment date.

ARTICLE 3.09. Application of Payments. All payments shall be applied first to returns of Advances of Funds which have not been justified upon expiration of the Closing Period, then to fees and interest due on the payment date, and if a balance exists, to the amortization of installments of principal due.

ARTICLE 3.10. Transactions Falling Due on Non-Business Days. Any payment or other transaction which, pursuant to this Contract, should be effected on a day other than a Business Day, shall be considered validly effected if made on the first Business Day immediately thereafter, and in such case no penalty whatsoever shall apply.

ARTICLE 3.11. Place of Payments. All payments shall be made at the principal office of the Bank in Washington, District of Columbia, United States of America, unless the Bank designates another place or places for this purpose by written notification to the Borrower.

ARTICLE 3.12. Participations. (a) The Bank may assign to other public or private institutions, in the form of participations, the rights corresponding to the Borrower's pecuniary obligations under this Contract. The Bank shall promptly notify the Borrower of each such assignment.

(b) Participations may be granted in respect of either Outstanding Loan Balances or amounts of the Loan which are still undisbursed at the time of entering into the participation agreement.

(c) With the prior consent of the Borrower, and of the Guarantor, if any, the Bank may assign all or part of the undisbursed amount of the Loan to other public or private institutions. To that end, the portion subject to assignment shall be denominated in terms of a fixed number of units of either the Approval Currency or Dollars. Likewise, with the prior consent of the Borrower and of the Guarantor, if any, the Bank may set, for the portion subject to assignment, an interest rate other than that established in this Contract.

CHAPTER IV

Conditions Relating to Disbursements, Renunciation and Automatic Cancellation of the Loan

ARTICLE 4.01. Conditions Precedent to First Disbursement. The first disbursement of the resources of the Loan shall be subject to the fulfillment of the following requirements to the satisfaction of the Bank:

(a) The Bank shall have received one or more well-founded legal opinions which establish, with citations of the pertinent constitutional, legal, and regulatory provisions, that the obligations undertaken by the Borrower in this Contract, and those of the Guarantor, if any, in the Guarantee Contract, are valid and enforceable. Such opinions shall also refer to any other legal question that the Bank may reasonably deem relevant.

(b) The Borrower, directly or through the Executing Agency, if any, shall have designated one or more officials to represent it in all acts relating to the implementation of this Contract and shall have furnished the Bank with authentic copies of the signatures of said representatives. Should

two or more officials be designated, the designation shall indicate whether such officials may act separately or must act jointly.

(c) The Borrower, either directly or through the Executing Agency, if any, shall have demonstrated to the Bank that sufficient resources have been allocated to cover, at least during the first calendar year, the execution of the Project in accordance with the investment schedule referred to in the following paragraph. If the Loan finances a continuation of the same lending operation, the earlier stage or stages of which the Bank is financing, the obligation set forth in this paragraph shall not be applicable.

(d) The Borrower, either directly or through the Executing Agency, as the case may be, shall have presented to the Bank an initial report prepared in the form indicated by the Bank which, in addition to such other information as the Bank may reasonably request pursuant to the provisions of this Contract, shall set forth: (i) a plan for implementation of the Project including the plans and specifications deemed necessary by the Bank, except with respect to a program for the granting of credits; (ii) a calendar or schedule of work or granting of credits, as the case may be; (iii) a table of the source and use of funds setting forth a detailed schedule of investments in accordance with the categories of investment established in this Contract and an indication of the annual contributions needed from the various sources of funds from which the Project will be financed; and (iv) the content that the progress reports referred to in Article 8.03 of these General Conditions shall have. If this Contract permits the recognition of expenditures made prior to its entry into effect, the initial report shall include a statement of the investments and, in accordance with the objectives of the Project, a description of works carried out under the Project or a statement as to credits granted, as the case may be, up to a date immediately preceding the report.

(e) The Borrower or Executing Agency shall have demonstrated to the Bank that it has an adequate financial information system and internal control structure for the purposes indicated in this Contract.

ARTICLE 4.02. Period for Fulfilling the Conditions Precedent to First Disbursement. If within one hundred eighty (180) days from the effective date of this Contract, or within such longer period as the parties may agree in writing, the conditions precedent to the first disbursement established in Article 4.01 of these General Conditions and in the Special Conditions have not been fulfilled, the Bank may terminate this Contract by giving notice to the Borrower.

ARTICLE 4.03. Requisites for All Disbursements. For the Bank to make any disbursement, it shall be necessary that: (a) the Borrower or the Executing Agency, as the case may be, shall have submitted in writing, or by electronic means in such form and conditions as may be specified by the Bank, a disbursement request and, in support thereof, shall have supplied to the Bank such pertinent documents and other background materials as the Bank may have required; (b) the Borrower or the Executing Agency, as the case may be, shall have opened and maintains one or more bank accounts in a financial institution to which the Bank shall make the disbursements; (c) unless the Bank otherwise agrees, disbursement requests must be presented no later than thirty (30) days in advance of the date of expiration of the Original Disbursement Period or any extension thereof; (d) none of the circumstances described in Article 6.01 of these General Conditions shall have occurred; and

(e) the Guarantor, if any, shall not be in non-compliance for more than one hundred twenty (120) days with any obligation to make payments to the Bank on any loan or Guarantee.

ARTICLE 4.04. Disbursements for Technical Cooperation. If the Special Conditions contemplate the financing of expenses for technical cooperation, the disbursements therefore may be made once the conditions established in Article 4.01(a) and (b) and in Article 4.03 of these General Conditions have been fulfilled.

ARTICLE 4.05. Disbursement Procedures. The Bank may make disbursements: (a) by transferring to the Borrower the sums to which it is entitled under this Contract, under the modality of reimbursement of expenses and/or Advance of Funds; (b) by making payments on behalf of and in agreement with the Borrower to third parties; (c) by utilizing such other modality as the parties may agree upon in writing. Any banking expenses that may be charged by a third party in connection with disbursements shall be borne by the Borrower. Unless the parties agree otherwise, disbursements shall be made only in amounts of not less than the equivalent of one hundred thousand Dollars (US\$100,000) each.

ARTICLE 4.06. Reimbursement of Expenditures. (a) Upon fulfillment of the requirements set forth in Articles 4.01 and 4.03 of these General Conditions and the pertinent requirements established in the Special Conditions, the Bank may disburse to reimburse the Borrower and/or the Executing Agency, as the case may be, for expenditures related to the execution of the Project that are eligible to be financed with resources of the Loan, pursuant to the provisions of this Contract.

(b) Except by express agreement between the parties, the disbursement requests for reimbursing expenditures financed by the Borrower and/or Executing Agency, as the case may be, in accordance with paragraph (a) above, shall be made promptly following the incurrence of such expenses, or not later than sixty (60) days following the conclusion of each Semester or within such other term as the parties may agree.

ARTICLE 4.07. Advance of Funds. (a) Provided that the requirements of Articles 4.01 and 4.03 of these General Conditions and those which may be established in the Special Conditions have been fulfilled, the Bank may disburse resources as an Advance of Funds to the Borrower or the Executing Agency, as the case may be, to cover eligible expenditures with resources of the Loan, in accordance with the provisions of this Contract.

(b) The maximum amount of each Advance of Funds shall be set by the Bank on the basis of the liquidity needs of the Project to cover periodic projected expenditures, in accordance with paragraph (a) above. At no time may the maximum amount of an Advance of Funds exceed the amount required to finance such expenditures, during a period of up to six (6) months, in accordance with the investment schedule and the cash flow required to meet such purpose and the capacity demonstrated by the Borrower or the Executing Agency, as the case may be, to use the resources of the Loan.

(c) The Bank may: (i) increase the maximum amount of an Advance of Funds when immediate cash flow needs that merit such increase arise, upon presentation of a request duly justified and accompanied by a statement of projected expenditures for the execution of the Project

during the corresponding Advance of Funds period in effect; or (ii) make a new Advance of Funds on the basis of the provisions contained in paragraph (b) above, provided that at least eighty percent (80%) of the total amount of resources disbursed as an Advance of Funds has been justified. The Bank may take any of the above-mentioned actions, provided that the requirements of Articles 4.01 and 4.03 of these General Conditions and those which may be established in the Special Conditions have been fulfilled.

(d) The Bank may also reduce or cancel the total aggregate balance of any Advance or Advances of Funds should the Bank determine that the disbursed resources have not been used and/or have not been justified to the Bank sufficiently and on a timely basis, in accordance with the provisions of this Contract.

ARTICLE 4.08. Closing Period. The Borrower or the Executing Agency, as the case may be, shall: (a) present to the Bank's satisfaction, within the Closing Period, the supporting documentation relating to expenditures made for the execution of the Project, and any other information that the Bank may have requested; and (b) return to the Bank, at the latest on the day of expiration of the Closing Period, the balance of disbursed resources that has not been duly justified. If audit services are to be financed with resources of the Loan, and such services will not be concluded or billed prior to the expiration of the Closing Period referred to in section (a) above, the Borrower or the Executing Agency, as the case may be, shall inform and reach agreement with the Bank as to the way in which payment for such services will take place, and shall return to the Bank the resources of the Loan allotted for such purpose, should the Bank not receive the audited financial statements and/or audited financial reports within the periods stipulated in this Contract.

ARTICLE 4.09 Exchange Rate. (a) To determine the equivalency in Dollars of an expenditure incurred in the currency of the Borrower, one of the following rates of exchange shall be used, in accordance with the provisions set forth in the Special Conditions of this Contract:

- (i) The same exchange rate used in the conversion of resources disbursed in Dollars to the currency of the Borrower's country. In this case, for purposes of the reimbursement of expenditures chargeable to the Loan and the recognition of expenditures chargeable to the Local Counterpart, the applicable exchange rate shall be the prevailing exchange rate on the date on which the request is presented to the Bank; or
- (ii) The prevailing exchange rate in force in the Borrower's country on the effective date of payment of the expenditure in the currency of the Borrower's country.

- (b) The rate of exchange referred to in sections (a)(i) and (a)(ii) above, shall be the following:
- (i) The rate of exchange pursuant to the understanding in force between the Bank and the respective member country for the purposes of maintaining the value of the currency in conformity with the provisions of Article V, Section 3 of the Agreement Establishing the Bank.
 - (ii) Should there be no agreement in force, the rate of exchange to be applied shall be that which on the due date is utilized by the Central Bank of the Borrower country or by the corresponding monetary authority to sell Dollars to residents of such country, other than government agencies, for the following transactions: (a) payment of principal and interest due; (b) remittance of dividends or other income from capital investments in the respective country; and (c) remittance of investment capital. In the event that there is no uniform rate of exchange for these three types of operations, the highest rate shall be applied, i.e., the rate representing the highest number of units of the currency of such country per Dollar.
 - (iii) If, on the date of the presentation of the request to the Bank referred to in section (a)(i) above, or if on the date on which the payment of an expenditure is due as referred to in section (a)(ii) above, the foregoing rule cannot be applied because the operations referred to do not exist, payment shall be made on the basis of the most recent rate of exchange used for such operations within the thirty (30) days preceding the date of presentation of the request to the Bank referred to in section (a)(i) above, or to the effective date of the payment of the expense incurred referred to in section (a)(ii) above, as the case may be.
 - (iv) If, notwithstanding the application of the foregoing rules, the effective rate of exchange cannot be ascertained, or if discrepancies arise in the determination thereof, the determination of the Bank shall prevail, taking into consideration the realities of the foreign exchange market of the country of the Borrower.

ARTICLE 4.10. Valuation of Convertible Currencies. Whenever it shall be necessary, during the execution of this Contract, to determine the value of a currency in terms of another currency, such value shall be as reasonably determined by the Bank, unless Article 4.09 or the provisions of Chapters III and V of these General Conditions explicitly express otherwise.

ARTICLE 4.11. Receipts. At the request of the Bank, the Borrower shall sign and deliver to the Bank, upon the completion of disbursements, a receipt or receipts for the amounts disbursed.

ARTICLE 4.12. Renunciation of Part of the Loan. The Borrower, with the concurrence of the Guarantor, if any, may renounce, by written notice to the Bank, its right to utilize any part of the Loan which has not been disbursed before the receipt of the notice, provided that the amounts foreseen in Article 6.04 of these General Conditions are not involved.

ARTICLE 4.13 **Automatic Cancellation of Part of the Loan.** Unless the Bank and the Borrower and the Guarantor, if any, expressly agree in writing to extend the term of the Original Disbursement Period, that portion of the Loan not committed or disbursed, as the case may be at the expiration of said period or extensions thereof, shall automatically be canceled.

CHAPTER V

Conversions

ARTICLE 5.01. **Exercise of Conversion Options.** (a) The Borrower may request a Currency Conversion or an Interest Rate Conversion by delivering to the Bank an irrevocable “Conversion Request Letter” in form and substance satisfactory to the Bank, indicating the financial terms and conditions requested by the Borrower for the respective Conversion. The Bank may provide the Borrower with a form of Conversion Request Letter.

(b) The Conversion Request Letter shall be signed by a duly authorized representative of the Borrower, with the consent of the Guarantor, if any, and shall contain at least the following information:

- (i) **For all Conversions.** (A) Loan number; (B) amount subject to Conversion; (C) Conversion type (Currency Conversion or Interest Rate Conversion); (D) account number where funds shall be deposited, if applicable; and (E) Interest Rate Calculation Convention.

- (ii) **For Currency Conversions.** (A) currency into which the Borrower requests to convert the Loan; (B) Amortization Schedule associated with such Currency Conversion, which may have an amortization period equal to or less than the Final Amortization Date; (C) the portion of the disbursement or Outstanding Loan Balance to which the Conversion shall apply; (D) the type of interest rate applicable to the amounts subject to the Currency Conversion; (E) whether the Currency Conversion is a Partial Term Conversion or a Full Term Conversion; (F) Settlement Currency; (G) Execution Period; and (H) any other instructions regarding the Currency Conversion request. If the Conversion Request Letter relates to a disbursement, the request shall indicate the amount of the disbursement in units of the Approval Currency, in Dollar units, or in units of the desired currency for the Conversion, except in the case of the last disbursement, in which case the request shall be made in units of the Approval Currency. In such cases, if the Bank effects the Conversion, the disbursements shall be denominated in the Converted Currency and the disbursements shall be made in (i) the Converted Currency or (ii) Dollars at an amount equal to the exchange rate set forth in the Conversion Notification Letter, to be determined by the Bank when sourcing its financing. If the Conversion Request Letter relates to Outstanding Loan Balances, the request shall indicate the amount in units of the currency of denomination of the Outstanding Loan Balance.

(iii) **For Interest Rate Conversions.** (A) type of interest rate requested; (B) the portion of the Outstanding Loan Balance to which the Interest Rate Conversion shall apply; (C) whether the Interest Rate Conversion is a Partial Term Interest Rate Conversion or a Full Term Interest Rate Conversion; (D) the Amortization Schedule associated with the Interest Rate Conversion, which may have an amortization period equal to or less than the Final Amortization Date; (E) for Interest Rate Conversions establishing an Interest Rate Cap or an Interest Rate Collar, the applicable upper and/or lower limits, as the case may be; and (F) any other instructions regarding the Interest Rate Conversion request.

(c) Any principal amount payable during the period of fifteen (15) days prior to the beginning of the Execution Period until and including the Conversion Date may not be subject to a Conversion and shall be paid pursuant to the terms applicable prior to the execution of the Conversion.

(d) Once the Bank has received a Conversion Request Letter, it will proceed to review it. If it finds it acceptable, it will effect the Conversion during the Execution Period pursuant to the terms of this Chapter V. Once the Conversion has been effected, the Bank will deliver a Conversion Notification Letter to the Borrower indicating the financial terms and conditions of the Conversion.

(e) If the Bank determines that the Conversion Request Letter does not comply with the requirements provided in this Loan Contract, it shall so notify the Borrower during the Execution Period. The Borrower may deliver a new Conversion Request Letter, in which case the Execution Period for this Conversion will start from the time the Bank receives the new Conversion Request Letter.

(f) If the Bank cannot effect the Conversion pursuant to the terms requested by the Borrower in the Conversion Request Letter within the Execution Period, such Conversion Request Letter shall be considered null and void, without prejudice to the Borrower's right to deliver a new Conversion Request Letter.

(g) If a national or international catastrophe, a financial or economic crisis, a change in the capital markets or any other extraordinary circumstance occurs during the Execution Period that, in the opinion of the Bank, may have a material negative impact on its ability to effect a Conversion, the Bank shall so inform the Borrower and agree on the actions to be taken regarding the Conversion Request Letter.

ARTICLE 5.02. Conversion Requirements. Any Conversion shall be subject to the following requirements:

(a) The feasibility of the Bank to execute any Conversion will depend on the ability of the Bank to source its funding, in accordance with its policies, and will be subject to legal, operational and risk management considerations and prevailing market conditions.

(b) The Bank will not execute Conversions on amounts that are less than the equivalent of three million Dollars (US\$3,000,000), unless (i) in the case of the last disbursement, the

undisbursed amount is less, or (ii) in the case of a fully disbursed Loan, the Outstanding Loan Balance is less.

(c) The number of Currency Conversions to Non-Borrowing Member Country Currencies may not exceed four (4) during the term of this Contract. This limit shall not apply to Currency Conversions to Local Currency.

(d) The number of Interest Rate Conversions may not exceed four (4) during the term of this Contract.

(e) Any modification to the Amortization Schedule requested by the Borrower at the time of requesting a Currency Conversion shall be subject to the provisions of Articles 3.02 (c) and 5.03 (b) of these General Conditions. Any modification to the Amortization Schedule requested by the Borrower at the time of requesting an Interest Rate Conversion shall be subject to the provisions of Articles 3.02 (c) and 5.04 (b) of these General Conditions.

(f) The Amortization Schedule defined in the Conversion Notification Letter, resulting from a Currency Conversion or Interest Rate Conversion, may not be subsequently modified during the Conversion Period, unless the Bank agrees otherwise.

(g) Unless the Bank agrees otherwise, an Interest Rate Conversion with respect to amounts that have been subject to a previous Currency Conversion may only be effected: (i) on the entire Outstanding Loan Balance associated with such Currency Conversion, and (ii) for a term equal to the remaining term of such Currency Conversion.

ARTICLE 5.03. Partial or Full Term Currency Conversion. (a) The Borrower may request a Full Term Currency Conversion or a Partial Term Currency Conversion.

(b) A Full Term Currency Conversion and a Partial Term Currency Conversion may be requested and executed at any time until the Final Amortization Date. Notwithstanding the foregoing, if the Borrower makes a request within less than sixty (60) days prior to the due date for the first amortization installment of the Loan or the tranche of the Loan associated with such Currency Conversion, as the case may be, such Currency Conversion will have the limitation that the Outstanding Loan Balance under the new Amortization Schedule requested for the Conversion shall at no time exceed the Outstanding Loan Balance under the original Amortization Schedule, taking into account the exchange rates set forth in the Conversion Notification Letter.

(c) In the case of a Partial Term Currency Conversion, the Borrower shall include in the Conversion Request Letter: (i) the Amortization Schedule for the period up to expiration of the Conversion Period; and (ii) the Amortization Schedule for the Outstanding Loan Balance payable from the expiration of the Conversion Period to the Final Amortization Date, which shall correspond to the terms and conditions applicable prior to effecting the Currency Conversion.

(d) Prior to the expiration of a Partial Term Currency Conversion, the Borrower, with the consent of the Guarantor, if any, may request from the Bank one of the following options:

- (i) Effecting a new Currency Conversion, upon delivery of a new Conversion Request Letter not less than fifteen (15) Business Days prior to the expiration date of the Partial Term Currency Conversion. Such new Currency Conversion will have the additional limitation that the Outstanding Loan Balance under the new Amortization Schedule shall at no time exceed the Outstanding Loan Balance under the Amortization Schedule requested in the original Partial Term Currency Conversion. If subject to market conditions, it is feasible to effect a new Conversion, the Outstanding Loan Balance of the amount originally converted will continue to be denominated in the Converted Currency, applying the new Base Interest Rate that reflects prevailing market conditions at the time of effecting the new Conversion.
- (ii) The prepayment of the Outstanding Loan Balance of the converted amount, by providing the Bank written notice at least thirty (30) days prior to the expiration date of the Partial Term Currency Conversion. This prepayment shall be made on the expiration date of the Partial Term Currency Conversion in the Settlement Currency pursuant to Article 5.05 of these General Conditions.
- (e) For purposes of paragraph (d) of this Article 5.03, the Outstanding Loan Balance originally subject to a Currency Conversion will be automatically converted to Dollars on the expiration of the respective Partial Term Conversion, and shall be subject to the Interest Rate set forth in Article 3.03(a) of these General Conditions if: (i) the Bank is unable to effect a new Conversion; or (ii) fifteen (15) days before the expiration date of the Partial Term Currency Conversion, the Bank has not received a request from the Borrower pursuant to paragraph (d) of this Article 5.03; or (iii) on the expiration date of the Partial Term Currency Conversion, the Borrower fails to make the requested prepayment.
- (f) If the Outstanding Loan Balance originally subject to a Currency Conversion is converted to Dollars as provided in paragraph (e) above, the Bank, at the expiration of the Partial Term Currency Conversion, shall inform the Borrower, and the Guarantor, if any, of the amounts converted to Dollars and the applicable exchange rate determined by the Calculation Agent, based on prevailing market conditions.
- (g) The Outstanding Loan Balance converted to Dollars may be subject to a new Currency Conversion, subject to the provisions of this Chapter V.
- (h) At the expiration of a Full Term Currency Conversion, the Borrower shall pay in full the Outstanding Loan Balance of the converted amount in the Settlement Currency, pursuant to Article 5.05 of these General Conditions, and cannot request a new Currency Conversion.
- (i) Within thirty (30) days from the date of cancellation or modification of a Currency Conversion, the Borrower shall receive from the Bank, or alternatively, shall pay to the Bank, as applicable, the amounts corresponding to any gain or loss incurred by the Bank as a result of unwinding or reallocating its corresponding funding associated with the cancelation or modification of such Currency Conversion. In case of a gain, the amount will be credited first to any amounts due and payable by the Borrower to the Bank.

ARTICLE 5.04. Partial or Full Term Interest Rate Conversion. (a) The Borrower may request a Full Term Interest Rate Conversion or a Partial Term Interest Rate Conversion.

(b) A Full Term Interest Rate Conversion and a Partial Term Interest Rate Conversion may be effected at any time until the Final Amortization Date. Notwithstanding the foregoing, if the Borrower makes a request within less than sixty (60) days prior to the due date for the first amortization installment of the Loan or the tranche of the Loan, as the case may be, any such Interest Rate Conversion will be subject to the limitation that the Outstanding Loan Balance under the new Amortization Schedule requested for the Conversion shall at no time exceed the Outstanding Loan Balance under the original Amortization Schedule.

(c) In the case of Partial Term Interest Rate Conversion of amounts denominated in Dollars, the Borrower shall include in the Conversion Request Letter: (i) the Amortization Schedule for the period up to expiration of the Conversion Period; and (ii) the Amortization Schedule for the Outstanding Loan Balance payable from the expiration of the Conversion Period to the Final Amortization Date, which shall correspond to the terms and conditions applicable prior to effecting the Interest Rate Conversion.

(d) In the case of a Partial Term Interest Rate Conversion on amounts denominated in Dollars, the interest rate applicable to the Outstanding Loan Balances upon the expiration of the Partial Term Interest Rate Conversion shall be the interest rate set forth in Article 3.03(a) of these General Conditions. Partial Term Interest Rate Conversions of Outstanding Loan Balances denominated in currencies other than the Dollar shall be subject to the requirements of Article 5.02(g) and shall therefore be subject to the same treatment relative to the expiration of the Conversion Period of the Partial Term Currency Conversion, as set forth in Article 5.03(d) of these General Conditions.

(e) Within thirty (30) days from the date of cancellation or modification of an Interest Rate Conversion, the Borrower shall receive from the Bank, or alternatively, shall pay to the Bank, as applicable, the amounts corresponding to any gain or loss incurred by the Bank as a result of unwinding or reallocating its corresponding funding associated with such Interest Rate Conversion. In case of a gain, the amount will be credited first to any amounts due and payable by the Borrower to the Bank.

ARTICLE 5.05. Payment of Interest and Amortization Installments in the event of a Currency Conversion. Pursuant to Article 3.07 of these General Conditions, following a Currency Conversion, interest and amortization installments of converted amounts shall be paid in the Settlement Currency. If the Settlement Currency is the Dollar, the Valuation Exchange Rate in effect on the Payment Valuation Date for the respective expiration date shall be applied, as set forth in the Conversion Notification Letter.

ARTICLE 5.06. Transaction fees applicable to Conversions. (a) The transaction fees applicable to Conversions shall be determined by the Bank from time to time. Each Conversion Notification Letter shall indicate, if applicable, the transaction fee the Borrower shall be required to pay for the execution of the respective Conversion, which fee shall remain in effect throughout the Conversion Period of such Conversion.

(b) The transaction fee applicable to a Currency Conversion: (i) shall be expressed in the form of basis points per annum; (ii) shall accrue in the Converted Currency, from and including the Conversion Date, and on the Outstanding Loan Balance of such Currency Conversion; and (iii) shall be paid together with the interest payments as set forth in Article 5.05 of these General Conditions.

(c) The transaction fee applicable to an Interest Rate Conversion: (i) shall be expressed in the form of basis points per annum; (ii) shall accrue in the currency of denomination of the Outstanding Loan Balance subject to such Interest Rate Conversion; (iii) shall accrue, from and including the Conversion Date, on the Outstanding Loan Balance subject to the Interest Rate Conversion ; and (iv) shall be paid together with the interest payments, as set forth in Article 5.05 of these General Conditions.

(d) Notwithstanding the transaction fees provided for in paragraphs (b) and (c) above, in the case of Currency Conversions or Interest Rate Conversions involving an Interest Rate Cap or an Interest Rate Collar, a transaction fee associated with such Interest Rate Cap or Interest Collar shall apply. Such transaction fee: (i) shall be denominated in the same currency as the Outstanding Loan Balance subject to the Interest Rate Cap or Interest Rate Collar; and (ii) shall be paid upfront in a lump sum amount, in the Settlement Currency, on the first interest payment date, as set forth in Article 5.05 of these General Conditions.

ARTICLE 5.07. Funding Expenses and Premiums or Discounts Associated with a Conversion. (a) In the event that the Bank uses its actual cost of funding to determine the Base Interest Rate, the Borrower shall pay all fees and expenses incurred by the Bank in sourcing its funding. In addition, any premiums or discounts related to the Bank's funding shall be paid by or credited to the Borrower, as the case may be. These expenses and premiums or discounts will be specified in the Conversion Notification Letter.

(b) Accordingly, when a Conversion is effected in connection with a disbursement, the amount to be disbursed to the Borrower shall be adjusted to deduct or to add any amounts owed by or due to the Borrower as described in paragraph (a) above.

(c) Alternatively, when a Conversion is effected on Outstanding Loan Balances, the amounts owed by or due to the Borrower as described in paragraph (a) above, shall be paid by the Borrower or the Bank, as the case may be, within thirty (30) days from the Conversion Date.

ARTICLE 5.08. Premiums payable in connection with Interest Rate Caps or Interest Rate Collars. (a) In addition to the transaction fees payable pursuant to Article 5.06 of these General Conditions, the Borrower shall pay the Bank a premium on the Outstanding Loan Balance subject to the Interest Rate Cap or Interest Rate Collar requested by the Borrower, equal to the premium paid by the Bank to a counterparty, if any, as a result of the purchase of the Interest Rate Cap or Interest Rate Collar. Such premium shall be paid: (i) in the currency of denomination of the Outstanding Loan Balance subject to the Interest Rate Cap or Interest Rate Collar, or its equivalent in Dollars, at the exchange rate set forth in the Conversion Notification Letter, which shall be the exchange rate determined at the time the Bank sourced the funding; and (ii) in a lump sum amount, on a date

agreed by the Parties, but in no event later than thirty (30) days after the Conversion Date; provided however that if operationally feasible for the Bank, the Bank may agree to a different payment mechanism.

(b) If the Borrower requests an Interest Rate Collar, it may request the Bank to establish the lower limit of the Interest Rate Collar to ensure that the premium corresponding to the lower limit be equal to the premium corresponding to the upper limit, thereby establishing an Interest Rate Collar at no cost (zero cost collar). If the Borrower selects the upper and lower limits, the premium payable to the Bank by the Borrower with respect to the upper limit of the Interest Rate Collar will be offset by the premium payable by the Bank with respect to the lower limit of the Interest Rate Collar. Nevertheless, the premium payable to the Borrower by the Bank in respect of the lower limit of the Interest Rate Collar shall in no case exceed the premium payable by the Borrower to the Bank with respect to the upper limit of the Interest Rate Collar. Accordingly, during the Execution Period, the Bank may reduce the lower limit of the Interest Rate Collar such that the corresponding premium does not exceed the premium on the upper limit of the Interest Rate Collar.

ARTICLE 5.09. Market Quotes Disruption Events. The parties acknowledge that the amortization and interest payments made by the Borrower in connection with amounts subject to a Conversion, shall at all times be linked to the corresponding funding of the Bank in relation to payments under such Conversion. Therefore, the Parties agree that, notwithstanding the occurrence of any disruption event that may materially affect the currency exchange rates, interest rates and inflation adjustment index used in this Contract, if any, or in any Conversion Notification Letter, the Borrower's payments shall remain linked to the Bank's funding. For purposes of obtaining and maintaining such link under such circumstances, the parties expressly agree that the Calculation Agent, acting in good faith and in a commercially reasonable manner, seeking to reflect the Bank's corresponding funding, shall determine the applicability of: (a) such disruption events; and (b) the replacement rate or index applicable to determine the appropriate amount to be paid by the Borrower.

ARTICLE 5.10. Cancellation and Reversal of the Currency Conversion. If, after the execution of this Contract, a change in a law, decree, or other applicable rule or regulation is enacted or issued, or if there is a change in the interpretation of a law, decree or other applicable rule or regulation in force at the time of execution of this Contract that, as reasonably determined by the Bank, prevents the Bank from continuing to maintain, in whole or in part, its funding in the Converted Currency, for the remainder of the period and under the same terms as the corresponding Currency Conversion, the Borrower, upon being notified by the Bank, shall have the option to redenominate the Outstanding Loan Balances subject to the Currency Conversion to Dollars at the exchange rate applicable at that time, as determined by the Calculation Agent. Such Outstanding Loan Balances shall remain subject to the Amortization Schedule agreed for such Currency Conversion and the Interest Rate set forth in Article 3.03(a) of these General Conditions. Alternatively, the Borrower may prepay all amounts that it owes in the Converted Currency, pursuant to the provisions of Article 3.08 of these General Conditions.

ARTICLE 5.11. Gains or Losses associated with the Redenomination into Dollars. If the Borrower, with the consent of the Guarantor, if any, decides to redenominate the Outstanding Loan Balances subject to a Currency Conversion into Dollars pursuant to Article 5.10 above, within thirty (30) days after the redenomination date, the Borrower shall receive from the Bank, or alternatively,

shall pay to the Bank, as applicable, the amounts corresponding to any gain or loss incurred by the Bank as determined by the Calculation Agent, up until the Dollar redenomination date, in connection with variations in the interest rates. In case of a gain, the amount will be credited first to any amounts due and payable by the Borrower to the Bank.

ARTICLE 5.12. Delay in payment in case of Currency Conversion. In the event of any payment delay in respect of amounts of principal or financial charges that the Borrower owes the Bank as a result of a Conversion and any premiums payable to the Bank pursuant to Article 5.08 in a currency other than the Dollar, the Bank may charge interest at a floating rate in the Converted Currency determined by the Calculation Agent, plus a spread of 100 basis points (1%) over the total amount in arrears, irrespective of the applicability of additional charges to ensure a full transfer of costs in the event such spread is not sufficient to cover for the Bank the costs incurred as a result of such delay.

ARTICLE 5.13. Costs, expenses or losses in case of Conversions. If an action or omission by the Borrower, or the Guarantor, if any, including: (a) nonpayment of principal, interest and fees relating to a Conversion on the due dates; (b) revoking or changing the terms set forth in the Conversion Request Letter; (c) nonfulfillment of a partial or full prepayment of the Outstanding Loan Balances in the Converted Currency, if such prepayment had been previously requested by the Borrower in writing; (d) a change in laws or regulations that have an impact on the maintenance of all or part of the Bank's Loan on the agreed Conversion terms; or (e) other actions not described above, results in the Bank incurring additional costs to those described in this Contract, the Borrower shall pay the Bank such amounts, as determined by the Calculation Agent, to ensure a full transfer of the costs incurred by the Bank.

CHAPTER VI

Suspension of Disbursements, Accelerated Maturity and other Dispositions

ARTICLE 6.01. Suspension of Disbursements. The Bank, by written notice to the Borrower, may suspend disbursements if any of the following circumstances occurs and so long as it continues:

(a) Delay in the payment of any sums owed by the Borrower to the Bank for principal, fees, interest, return of Advances of Funds or for any other reason, under this Contract or any other contract entered into between the Bank and the Borrower, including another Loan Contract or Derivatives Contract.

(b) Nonfulfillment by the Borrower of any other obligation set forth in this Contract or in any other contract entered into with the Bank for the financing of the Project or in any Derivative Contract signed with the Bank.

(c) Withdrawal or suspension from membership in the Bank of the country in which the Project is to be executed.

(d) The Project or the purposes of the Loan may be affected by: (i) any restriction, modification or alteration of the legal capacity, functions or assets of the Borrower or the Executing Agency; or (ii) any modification or change made without the written concurrence of the Bank of the basic conditions fulfilled before the approval of the Resolution authorizing the Loan or the signature of the Contract. In such cases, the Bank will have the right to require the Borrower and the Executing Agency to provide reasoned and detailed information. Only after hearing the Borrower or the Executing Agency and weighing the information or clarification received, or if the Borrower and the Executing Agency fail to respond, may the Bank suspend disbursements if it considers that the modifications made affect the Project substantially and unfavorably or make its execution impossible.

(e) The non-compliance on the part of the Guarantor, if any, of any obligation set forth in the Guarantee Contract or in any Derivatives Contract signed with the Bank.

(f) When the Borrower is not a member country, any extraordinary circumstance which, in the opinion of the Bank, makes it unlikely that the Borrower will be able to comply with the obligations established in this Contract or to fulfill the purposes for which it was entered into.

(g) If it is determined, in accordance with the sanctions procedures of the Bank, that an employee, agent, or representative of the Borrower, Executing Agency or Contracting Agency, has engaged in a Prohibited Practice during the procurement process or during the execution of a contract.

ARTICLE 6.02. Termination, Accelerated Maturity or Partial Cancellation of Undisbursed Balances.

(a) The Bank may terminate this Contract with respect to the part of the Loan not yet disbursed or may declare the entire Outstanding Loan Balance or a portion thereof immediately due and payable, together with interest and fees accrued up to the date of payment if: (i) any of the circumstances set forth in paragraphs (a), (b), (c) and (e) of the preceding Article continues for more than sixty (60) days; or (ii) the information referred to in paragraph (d) of the preceding Article, or the clarifications or additional information presented by the Borrower or the Executing Agency, if any, are not satisfactory to the Bank.

(b) The Bank may cancel the undisbursed portion of the Loan or accelerate repayment of that part of the Loan earmarked for a contract, when it is determined in accordance with the sanctions procedures of the Bank, that a firm, entity or individual bidding for or participating in an activity financed by the Bank, including, *inter alia*, applicants, bidders, suppliers, contractors, consulting firms and individual consultants, personnel, subcontractors, sub-consultants, service providers or suppliers, concessionaires, the Borrower, the Executing Agency or the Contracting Agency (including their respective officers, employees and agents, irrespective of whether the agency is express or implied) has engaged in a Prohibited Practice at any stage of the procurement or implementation of a contract; and that there is evidence that the Borrower, the Executing Agency or the Contracting Agency has not taken adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a period of time the Bank considers reasonable.

(c) The Bank may also cancel the undisbursed portion of the Loan or accelerate the maturity of that part of the Loan pertaining to the procurement of certain goods, works or related services, or consulting services, if it determines at any time that the procurement was carried out without following the procedures set forth in this Contract.

ARTICLE 6.03. Prohibited Practices. (a) For the purposes of this Contract, a “Prohibited Practice” shall be understood to include the following acts: (i) a “corrupt practice”, is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) a “fraudulent practice”, is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) a “coercive practice”, is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) a “collusive practice”, is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and (v) an “obstructive practice”, is (A) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (B) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Articles 8.01(c), 8.02(e) and 8.04(g) of these General Conditions.

(b) In addition to the provisions established in Articles 6.01(g) and 6.02(b) of these General Conditions, if it is determined in accordance with the sanctions procedures of the Bank, that a firm, entity or individual bidding for or participating in an activity financed by the Bank, including, *inter alia*, applicants, bidders, suppliers, contractors, consulting firms and individual consultants, personnel, subcontractors, sub-consultants, service providers, concessionaires, the Borrower, the Executing Agency or the Contracting Agency (including their respective officers, employees and agents, irrespective of whether their authority has been formally or implicitly granted) has engaged in a Prohibited Practice at any stage during the procurement process or during the execution of a contract, the Bank may:

- (i) not finance any proposal to award a contract for works, goods, and related services or for consultant services;
- (ii) determine that a contract will not be eligible for Bank financing whenever there is evidence that the Borrower, the Executing Agency or the Contracting Agency has not taken adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the commission of the Prohibited Practice) within a period of time the Bank considers reasonable;
- (iii) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
- (iv) declare that a firm, entity or individual is ineligible, either permanently or for a stated period of time, to (A) be awarded or participate in contracts under activities financed

by the Bank; and (B) be a nominated sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;

- (v) refer the matter to appropriate law enforcement authorities; and/or
- (vi) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement to the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions set forth in Article 6.01(g), Article 6.02(b) and Article 6.03(b)(i) to (v).

(c) The provisions of Article 6.01(g) and Article 6.03(b)(i) will also be applicable in cases where firms, entities or individuals have been declared temporarily ineligible for the awarding of additional contracts pending the final outcome of a sanction proceeding, or other resolution.

(d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be made public.

(e) Any firm, entity or individual bidding for or participating in an activity financed by the Bank, including, *inter alia*, applicants, bidders, suppliers, contractors, consulting firms and individual consultants, personnel, subcontractors, sub-consultants, service providers, concessionaires, the Borrower, the Executing Agency or the Contracting Agency (including their respective officers, employees and agents, (irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements the Bank may have with other international financial institutions regarding the mutual enforcement of debarment decisions. For purposes of this paragraph (e) the term “sanction” shall mean any permanent debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an international financial institution’s applicable framework for addressing allegations of Prohibited Practices.

(f) When a Borrower procures works, goods or related services directly from a specialized agency or hires a specialized agency to provide consulting services using resources of the Financing, under an agreement between the Borrower and such specialized agency, all provisions under this Contract regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers, contractors, consulting firms or individual consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires (including their respective officers, employees and agents, irrespective of whether the agency is express or implied), or to any other entities that have signed contracts with such specialized agency to supply works, goods and related services, in connection with the Bank-financed activities. The Bank reserves the right to require the Borrower to invoke remedies such as suspension or termination. The Borrower agrees that contracts with specialized agencies shall include provisions requiring them to consult the Bank’s list of firms and individuals debarred, either temporarily or permanently by the Bank. In the event a specialized agency signs a contract or purchase order with a firm or an individual temporarily or permanently debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

ARTICLE 6.04. Obligations not Affected. Notwithstanding the provisions of the foregoing Articles 6.01 and 6.02, none of the measures set forth in this Chapter shall affect the disbursement by the Bank of: (a) any amounts subject to the guarantee of an irrevocable letter of credit; and (b) any amounts which the Bank by specific written agreement with the Borrower or the Executing Agency, or the Contracting Agency, if any, has agreed to provide from the resources of the Loan to make payments to a contractor, or to a supplier of goods and related services or consultant services. The exceptions set forth in subparagraph (b) shall not apply if the Bank determines that Prohibited Practices occurred with respect to the procurement of, or the negotiation or execution of the contract for, the works, goods and related services, or consultant services.

ARTICLE 6.05. Non-waiver of Rights. Any delay by the Bank in the exercise of its rights pursuant to this Contract, or failure to exercise them, shall not be construed as a waiver by the Bank of any such rights nor as acquiescence in events or circumstances which, had they occurred, would have empowered it to exercise them.

ARTICLE 6.06. Provisions not Affected. The application of any of the measures provided for by this Chapter shall not affect the obligations of the Borrower established in this Contract, which shall remain in full force and effect, except that in case the entire Loan has been declared due and payable, only the pecuniary obligations of the Borrower shall continue in force.

CHAPTER VII

Execution of the Project

ARTICLE 7.01. General Provisions for Execution of the Project. (a) The Borrower agrees to execute the Project in accordance with the objectives thereof, with due diligence in an economic, financial, administrative and technically efficient manner and in accordance with the provisions of this Contract and the plans, specifications, investment schedule, budgets, regulations, and other relevant documents of the Project approved by the Bank. The Borrower further agrees that its obligations or those of the Executing Agency, shall be fulfilled to the satisfaction of the Bank.

(b) Any important modification in the plans, specifications, investment schedule, budgets, regulations or other documents which the Bank approves, as well as any substantial change in contracts financed with resources of the Loan shall require the written consent of the Bank.

(c) In case of contradiction or inconsistency between the provisions of this Contract and any plan, specification, investment schedule, budget, regulations, or other relevant document of the Project approved by the Bank, the provisions of this Contract shall prevail over those documents.

ARTICLE 7.02. Selection and contracting of works and non-consulting services, procurement of goods and selection and contracting of consulting services. (a) Subject to the provisions of subparagraph (b) of this Article, the Borrower undertakes to carry out and, where appropriate, cause the Executing Agency or the Contracting Agency, if any, to carry out the procurement of works and non-consulting services as well as the procurement of goods, in accordance with the Procurement Policies and the Procurement Plan approved by the Bank, and the

selection and contracting of consulting services, in accordance with the Consultant Policies and the Procurement Plan approved by the Bank. The Borrower acknowledges and undertakes to inform the Executing Agency, the Contracting Agency and the specialized agency, as the case may be, of the Procurement Policies and the Consultant Policies.

(b) When the Bank has validated the systems of the member country of the Bank where the Project will be executed, the Borrower or the Executing Agency, as the case may be, may carry out the procurement and contracting financed wholly or partially with resources of the Loan using such systems, in accordance with the terms of the validation of the Bank and applicable validated legislation, which are identified in the Special Conditions. The Borrower, directly or via the Executing Agency as the case may be, undertakes to notify the Bank of any change in legislation or change affecting it, in which case the Bank may cancel, suspend or change the terms of its validation. The use of country systems does not constitute a waiver of the application of the provisions set forth in Section I of the Procurement Policies and Consultant Policies, including the requirement that the respective procurements and contracting of services be contained in the Procurement Plan, and said use of country systems is subject to the remaining provisions of this Contract.

(c) The Borrower, directly or via the Executing Agency as the case may be, undertakes to update the Procurement Plan at least annually or more frequently, depending on the Project needs. Each updated version of the Procurement Plan shall be submitted for review and approval of the Bank.

(d) The Bank will conduct a review of the selection process, contracting and procurement, ex-ante or ex-post, as set forth in the Procurement Plan. At any time during the execution of the Project, the Bank may change the method of review of these processes, with prior notice to the Borrower or the Executing Agency. The changes approved by the Bank shall be reflected in the Procurement Plan.

(e) The Borrower, directly or via the Executing Agency, as the case may be, agrees to obtain, prior to awarding the contract for each of the works of the Project, if any, legal possession of the property where the construction of the respective work is to take place, easements or other rights required for its construction and use, as well as water rights required for the work in question.

ARTICLE 7.03. Use of Goods. Except with the express authorization of the Bank to the contrary, the goods acquired with the resources of the Loan shall be used exclusively for the purposes of the Project. Once the Project has been completed, any machinery or construction equipment utilized in the execution of the Project and any other goods, may be used for other purposes.

ARTICLE 7.04. Additional Resources. (a) The Borrower shall contribute in a timely manner all of the resources in addition to those of the Loan which may be necessary for the complete and uninterrupted execution of the Project, the estimated amount of which is specified in the Special Conditions. If during the process of disbursement an increase in the estimated cost of the Project takes place, the Bank may require the modification of the investment schedule referred to in Article 4.01(d) of these General Conditions such that the Borrower shall meet such increase.

(b) Beginning with the calendar year following the initiation of the Project and during the period of its execution, the Borrower shall demonstrate to the Bank within the first sixty (60) days of each calendar year that it will have available when needed the resources necessary to make the local contribution to the Project during that year.

CHAPTER VIII

Financial Information and Internal Control Systems, Inspections, Reports and External Audits

ARTICLE 8.01. Financial Information and Internal Control Systems. (a) The Borrower or the Executing Agency, or the Contracting Agency, as the case may be, shall maintain: (i) a financial information system acceptable to the Bank that enables accounting, budgetary and financial record-keeping, as well as the issuance of financial statements and other reports related to the resources of the Loan and other financial sources, as the case may be; and (ii) an internal control structure that enables effective Project management; provides reliability regarding the financial information and the physical, magnetic and electronic records and files; and enables the fulfillment of the provisions of this Contract.

(b) The Borrower or the Executing Agency, or the Contracting Agency, as the case may be, shall preserve the original records of the Project for a minimum period of three (3) years after the expiration date of the Original Disbursement Period or any extension thereof, in such a way as to: (i) make possible the identification of the sums received from the different sources; (ii) show, in accordance with the financial information system approved by the Bank, the investments in the Project, financed both with the resources of the Loan and with the other funds to be provided for its complete execution; (iii) include sufficient detail to show the works performed, goods procured and services contracted, as well as the utilization of such works, goods and services; (iv) provide evidence as to conformity in the acceptance, authorization and payments for the purchased or contracted works, goods and services; (v) maintain documentation relating to the bidding process and the execution of the contracts financed by the Bank and other financial sources, including, but not limited to, bid requests, bid packages, summaries, bid evaluations, contracts, correspondence, work product and drafts, invoices, certificates and acceptance reports, and receipts, including documents relating to the payment of commissions, and payments to agents, consultants and contractors; and (vi) show the cost of the investments in each category and the physical and financial progress of the works, goods and services. With respect to credit programs, the records shall also detail the credits granted, the recoveries obtained, and the utilization of the funds recovered.

(c) The Borrower agrees that all bidding documents, requests for proposals and contracts financed with a Bank loan that are entered into by the Borrower, the Executing Agency or the Contracting Agency shall include a provision that requires that providers of goods or services, suppliers and subcontractors, consultants and their agents, personnel or concessionaires, keep all documents and records related to Bank-financed activities for a period of seven (7) years after completion of the work contemplated in the relevant contract.

ARTICLE 8.02. Inspections. (a) The Bank may establish such inspection procedures as it deems necessary to ensure the satisfactory development of the Project.

(b) The Borrower, the Executing Agency and the Contracting Agency, if any, shall permit the Bank to inspect at any time the Project and the equipment and materials involved therein, and to examine such records and documents as the Bank may deem pertinent. The personnel which the Bank shall send or designate as investigators, agents, auditors or experts for this purpose shall receive the complete cooperation of the respective authorities. All the costs relating to transportation, salaries, and other expenses of such personnel shall be borne by the Bank.

(c) The Borrower, the Executing Agency or the Contracting Agency, as the case may be, shall, upon request of an authorized representative of the Bank, provide to the Bank any documents, including procurement-related documents that the Bank might reasonably request. In addition, the Borrower, the Executing Agency and the Contracting Agency shall make their personnel available, upon reasonable notice, to respond to questions from Bank personnel, which arise during the review or audit of such documents. The Borrower, the Executing Agency or the Contracting Agency, as the case may be, shall produce the documents in a timely manner or shall submit an affidavit to the Bank setting forth the reasons why the requested material is unavailable or is being withheld.

(d) If the Borrower, the Executing Agency or Contracting Agency, as the case may be, refuses to comply with the Bank's request, or otherwise obstructs the Bank's review of the matter, the Bank, in its sole discretion, may take appropriate action against the Borrower, Executing Agency or Contracting Agency, as the case may be.

(e) The Borrower agrees that all bidding documents, requests for proposals and contracts financed by the Bank that are entered into by the Borrower, the Executing Agency or the Contracting Agency shall include a provision that requires applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires to: (i) allow the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank; (ii) provide full assistance to the Bank in the case of an investigation; and (iii) deliver to the Bank any document deemed necessary for the investigation of allegations of Prohibited Practices and ensure that those employees or agents who are responsible for Bank-financed activities will be available to respond to inquiries within the context of an investigation, be it from Bank personnel or from any investigator, agent, auditor or consultant duly assigned to the investigation. If any applicant, bidder, supplier or its agent, contractor, consulting firm or individual consultant, personnel, subcontractor, sub-consultant, service provider, or concessionaire refuses to cooperate or fails to comply with the Bank's request or otherwise obstructs an investigation carried out by the Bank, the Bank, in its sole discretion, may take appropriate action against said applicant, bidder, supplier and its agent, contractor, consultant, personnel, subcontractors, sub-consultants, service provider, or concessionaire.

ARTICLE 8.03. Reports. The Borrower or the Executing Agency, as appropriate, shall present to the Bank's satisfaction the reports on the execution of the Project, within sixty (60) days following the end of each Semester, or within such other period as the parties may agree, prepared in accordance with the relevant rules agreed to with the Bank; and such other reports as the Bank may

reasonably request regarding the investment of the sums lent, the use of goods acquired with such sums, and the progress of the Project.

ARTICLE 8.04. External Audit. (a) The Borrower shall present to the Bank, directly or through the Executing Agency, within the deadlines, for the period of duration, and with the frequency provided in the Special Conditions of this Contract, the financial statements and other reports, and any additional financial information that the Bank may request, in accordance with accounting principles and standards acceptable to the Bank.

(b) The Borrower agrees to have the financial statements and other reports, as indicated in the Special Conditions of this Contract, audited by independent auditors acceptable to the Bank, in accordance with auditing principles and standards acceptable to the Bank, and to present to the Bank's satisfaction such information as may be requested by the Bank related to the independent auditors whose services have been engaged.

(c) The Borrower shall select and hire directly or through the Executing Agency, as the case may be, the independent auditing services that are necessary for the timely submission of the financial statements and other reports indicated in paragraph (b) above, no later than four (4) months before the closing of each fiscal year of the Borrower, beginning on the date on which this Contract enters into effect, or such other time as may be agreed upon between the parties, in accordance with procedures and terms of reference previously agreed upon with the Bank. The Borrower or the Executing Agency, as the case may be, shall authorize the external auditors to provide the Bank with any additional information it may reasonably request with respect to the audited financial statements and/or audited financial reports.

(d) In cases in which the audit is to be performed by an official auditing agency and such agency is unable to perform the audit in accordance with requirements satisfactory to the Bank or within the deadlines, for the period of duration or with the frequency mentioned in this Contract, the Borrower or the Executing Agency, as the case may be, shall select and contract the services of independent auditors acceptable to the Bank, as provided under section (c) above.

(e) Notwithstanding the provisions above, the Bank may, on an exceptional basis and subject to prior agreement between the parties, select and hire the services of independent auditors to prepare the financial statements of the Project and other audited reports as provided in this Contract when: (i) the benefits of the selection and hiring of such services by the Bank outweigh the costs of doing so; (ii) there is limited access to auditing services within the country; or (iii) special circumstances warrant the selecting and hiring of such services by the Bank.

(f) The Bank shall have the right to request the Borrower or the Executing Agency, as the case may be, to have other types of independent audits and/or services carried out relating to the auditing of projects, of the Executing Agency and related entities, of the financial information system, and of the bank accounts of the Project, among others. The nature, frequency, scope, timing, methodology, type of applicable auditing norms, reports, selection procedures and terms of reference shall be agreed upon between the parties.

(g) All bidding documents, requests for proposals and contracts financed by the Bank that are entered into by the Borrower, the Executing Agency or the Contracting Agency with a provider of goods or services, contractor, subcontractor, consultant, sub-consultant, personnel or concessionaire shall include a provision allowing the Bank to inspect any and all accounts, records and other documents related to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank.

CHAPTER IX

Provision on Encumbrances and Exemptions

ARTICLE 9.01. Commitment on Encumbrances. If the Borrower should agree to create any specific encumbrance on all or part of its assets or revenues to secure an external debt, it shall at the same time create an encumbrance guaranteeing to the Bank, equally and proportionally, the fulfillment of the pecuniary obligations arising from this Contract. However, the foregoing shall not apply: (a) to encumbrances on goods used as security for payment of the unpaid balance of the purchase price; and (b) to encumbrances created in banking operations to secure payment of debts with maturities of not more than one year. In the event that the Borrower is a member country, the term “assets or revenues” shall mean all types of assets or revenues which belong to the Borrower or any of its dependent agencies which are not autonomous entities with their own separate capital.

ARTICLE 9.02. Tax exemption. The Borrower undertakes to ensure that principal, interest, premiums, and any other payment for expenses or costs that may be imputed to this Contract shall be paid without any deduction or restriction whatsoever, exempt from any tax, fee, duty or charge established or that may be established by the laws of its country, and to pay any tax, fee, or duty applicable to the signing, negotiation, and execution of this Contract.

CHAPTER X

Arbitration Procedure

ARTICLE 10.01. Composition of the Tribunal. (a) The Arbitration Tribunal shall be composed of three members to be appointed in the following manner: one by the Bank, another by the Borrower, and a third, hereinafter called the “Referee”, by direct agreement between the parties or through their respective arbitrators. If the parties or the arbitrators fail to agree on who the Referee shall be, or if one of the parties should not designate an arbitrator, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, one shall be appointed by the Referee. If either of the appointed arbitrators or the Referee is unwilling or unable to act or to continue to act, his successor shall be appointed in the same manner as for the original appointment. The successor shall have the same functions and faculties as his predecessor.

(b) If the controversy affects not only the Borrower but also the Guarantor, if any, both shall be considered a single party and consequently shall act jointly in the designation of the arbitrator and for the other purposes of the arbitration proceedings.

ARTICLE 10.02. Initiation of the Procedure. In order to submit the controversy to arbitration, the claimant shall address to the other party a written communication setting forth the nature of the claim, the satisfaction or compensation which it seeks, and the name of the arbitrator it appoints. The party receiving such communication shall, within forty-five (45) days, notify the adverse party of the name of the person it appoints as arbitrator. If, within thirty (30) days after delivery of such notification to the claimant, the parties have not agreed upon the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

ARTICLE 10.03. Convening of the Tribunal. The Arbitration Tribunal shall be convened in Washington, District of Columbia, United States of America, on the date designated by the Referee, and, once convened, shall meet on the dates which the Tribunal itself shall establish.

ARTICLE 10.04. Procedure. (a) The Tribunal shall be competent to hear only the matters in controversy. It shall adopt its own procedures and may on its own initiative designate whatever experts it considers necessary. In any case, it shall give the parties the opportunity to make oral presentations.

(b) The Tribunal shall proceed ex aequo et bono, basing itself on the terms of this Contract, and shall issue an award even if either party should fail to appear or present its case.

(c) The award shall be in writing and shall be adopted with the concurrent vote of at least two members of the Tribunal. It shall be handed down within approximately sixty (60) days from the date on which the Referee is appointed, unless the Tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The award shall be notified to the parties by means of a communication signed by at least two members of the Tribunal, and shall be complied with within thirty (30) days from the date of notification. The award shall be final and will not be subject to any appeal.

ARTICLE 10.05. Costs. The fees of each arbitrator shall be paid by the party which appointed him and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of the other persons who, by mutual agreement, they deem should take part in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself shall determine the compensation which may be reasonable for such persons under the circumstances. Each party shall defray its own expenses in the arbitration proceedings, but the expenses of the Tribunal shall be borne equally by the parties. Any doubt regarding the division of costs or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal.

ARTICLE 10.06. Notification. All notifications relative to the arbitration or to the award shall be made in the manner provided in this Contract. The parties waive any other form of notification.