

LOAN NO. I-856-IN

# FINANCING AGREEMENT

Integrated Livelihood Support Project  
(ILSP)

between the

**REPUBLIC OF INDIA**

and the

**INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT**

Signed in New Delhi, Republic of India

on 1 February 2012

## **FINANCING AGREEMENT**

Loan Number: I-856-IN

Project Title: Integrated Livelihood Support Project (the "Project" or "ILSP")

The Republic of India (the "Borrower")

and

The International Fund for Agricultural Development (the "Fund" or "IFAD")

(each a "Party" and both of them collectively the "Parties")

hereby agree as follows:

### **WHEREAS:**

(A) The Borrower has requested a loan from the Fund for the purpose of financing the Integrated Livelihood Support Project described in Schedule 1 to this Agreement;

(B) The Project shall be carried out through the State of Uttarakhand pursuant to a separate agreement of even date herewith between the Fund and the State ("the Project Agreement");

**NOW THEREFORE**, the Parties hereto hereby agree as follows:

### **Section A**

1. The following documents collectively form this Agreement: this document, the Project Description and Implementation Arrangements (Schedule 1) and the Allocation Table (Schedule 2).

2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, as may be amended from time to time (the "General Conditions") are annexed to this Agreement, and all provisions thereof shall apply to this Agreement. For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein.

3. The Fund shall provide a Loan to the Borrower (the "Financing"), which the Borrower shall use to implement the Project in accordance with the terms and conditions of this Agreement.

### **Section B**

1. The amount of the Loan is fifty six million seven hundred thousand Special Drawing Rights (SDR 56 700 000).

2. The Loan is granted on highly concessional terms as defined in Section 5.01 (a) of the General Conditions.

3. The Loan Service Payment Currency shall be the United States Dollars (USD).

4. The first day of the applicable Fiscal Year shall be 1 April.

5. Payments of principal and service charge shall be payable on each 1 June and 1 December.

6. The Borrower shall open and maintain a Designated Account denominated in USD in the Reserve Bank of India for the Project. The Designated account shall be operated by the Ministry of Finance.

7. There shall be a Project Account denominated in local currency opened and operated by the Central Project Coordination Unit (CPCU), in a bank mutually acceptable to the Lead Project Agency and the Fund.

8. There shall also be three Sub-Project Accounts, one for the benefit of each of the following Project Parties: Uttarakhand Gramya Vikas Samiti (UGVS); Uttarakhand Parvatiya Ajeevika Sanvardhan Company (UPASAC); Project Society of the Watershed Management Directorate (PSWMD). All accounts shall be opened and maintained in bank(s) mutually acceptable to the above Project Parties and the Fund.

9. The Borrower shall cause the State to provide an amount of approximately forty eight million and twenty eight thousand United States Dollars (USD 48 028 000) to the Project as counterpart financing.

### **Section C**

1. The Lead Project Agency shall be the Rural Development Department (RDD) of the Government State of Uttarakhand (The State), acting through its Central Project Coordination Unit (CPCU).

2. The following are designated as additional Project Parties:

- (a) Uttarakhand Gramya Vikas Samiti (UGVS);
- (b) Uttarakhand Parvatiya Ajeevika Sanvardhan Company (UPASAC);
- (c) Project Society of the Watershed Management Directorate (PSWMD);
- (d) Any other stakeholder identified by the Project Management Committee in agreement with the Fund.

3. The Project Completion Date shall be the seventh anniversary of the date of entry into force of this Agreement.

### **Section D**

The Loan shall be administered by the Fund and the Project supervised by the Fund.

### **Section E**

1. The following is designated as an additional ground for suspension of this Agreement: The Project Implementation Manual (PIM), or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior agreement of the Fund and the Fund, after consultation with the Borrower, has determined that such waiver, suspension, termination, amendment or modification has had, or is likely to have, a material adverse effect on the Project, and the Borrower has not taken any measures to remedy the situation;

2. The following are designated as additional general conditions precedent to withdrawal:

- (a) The Project Steering Committee (PSC) and the Project Management Committee (PMC) shall have been duly established;
- (b) The CPCU within RDD shall have been duly established;
- (c) The Chief Project Director (CPD) of CPCU shall have been duly appointed;
- (d) The Designated Account shall have been duly opened by the Borrower;
- (e) The Project Account shall have been duly opened by the CPCU;
- (f) The Project Agreement in form and substance acceptable to the Fund shall have been duly concluded between the Fund and the State of Uttarakhand.

3. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower:


Secretary to the Government of India  
Department of Economic Affairs  
Ministry of Finance  
North Block  
New Delhi 110001, India  
Facsimile : +91-11-23092039

For the Fund:

The President  
International Fund for Agricultural Development  
Via Paolo di Dono 44  
00142 Rome, Italy


This Agreement, dated 1 February 2012, has been prepared in the English language in six (6) original copies, three (3) for the Fund and three (3) for the Borrower.

REPUBLIC OF INDIA



A handwritten signature in black ink, appearing to be 'R. Var', is written above a horizontal line. The signature is stylized and cursive.

INTERNATIONAL FUND FOR  
AGRICULTURAL DEVELOPMENT



A handwritten signature in black ink, appearing to be 'Kanayo F. Nwanze', is written above a horizontal line. The signature is stylized and cursive.

Kanayo F. Nwanze  
President  
On his behalf:  
Nigel Brett  
Country Programme Manager

## Schedule 1

### *Project Description and Implementation Arrangements*

#### **I. Project Description**

1. *Target Population.* The Project shall benefit small rural producers, women, scheduled caste households, and youth in the State of Uttarakhand (the "Project Area") in the Republic of India.

2. *Goal.* The goal of the Project is to reduce poverty in the Project area of the State of Uttarakhand.

3. *Objective.* The objective of the Project is to enable 143 400 rural households to take up sustainable livelihood opportunities.

4. *Components.* The Project shall consist of the following Components:

4.1. **Component 1: Food security and livelihood enhancement.** Under this component the Project shall support crop and livestock production for food security and also develop higher value cash crops and off-farm activities to provide cash incomes. This component shall comprise the following sub-components:

(a) Food Security and Scaling-up. Under this sub-component the Project shall:

- (i) Set up Producer Groups (PGs) comprising households with an interest to undertake similar basic livelihood activities at the village level. To ensure full participation of the poorest, the Project shall also mobilize Vulnerable Producer Groups (VPGs), comprising poorest households, particularly those belonging to scheduled castes (SC).
- (ii) Support clustering of PGs and VPGs into Livelihood Collectives (LCs). LCs shall be the focal points to establish input supply linkages and aggregate production for establishing market linkages.
- (iii) Facilitate LCs to: (i) expand cultivation of higher value cash crops and off-farm activities, such as community tourism; (ii) develop irrigation, and water and soil conservation related infrastructures; (iii) move into agribusiness by identifying crops with potential for expansion to wider market.
- (iv) Provide financing to PGs, VPGs and LCs to prepare and implement their Food Security Improvement Plans and Agribusiness Up-scaling Plans.

(b) Market access. Activities under this sub-component shall include:

- (i) Increasing access for hill producers to wider markets through sub-sector development;
- (ii) Supporting market infrastructure development through the establishment of assembly markets close to production areas, and the construction of roads, pathways, river crossings structures;
- (iii) Supporting the establishment of farmers' markets;
- (iv) Establishing collection points where produce can be stored;
- (v) Carrying out studies and workshops on market systems and market actors;

- (vi) Developing a market information system to deliver relevant and timely information to farmers;
  - (vii) Building the capacity of farmers, partner non-governmental organizations staff and project staff to execute market related functions.
- (c) Innovation and market linkage. Under this sub-component the Project shall enter into agreements with qualified research and development agencies such as Vivekanand Parvatiya Krishi Anusandhan Shala (VPKAS), G B Pant University of Agriculture and Technology (GBPUAT), Uttarakhand Livestock Development Board, Himalayan Action Research Centre (HARC), and the Uttarakhand Bamboo and Fibre Development Board to carry out the testing and dissemination of technologies and approaches to improve food security, livelihoods and access to markets.
- (d) Vocational training. Under this sub-component the Project shall finance a study by the Manipal City and Guilds Joint Policy Advisor Group to identify opportunities for the Project to support vocational training. The Project will then finance implementation of a programme to provide vocational training for youth from households living in the hills.

**4.2. Component 2: Participatory Watershed Development.** Under this component, the Project shall protect and improve the productive potential of the natural resources in selected watershed areas, as well as increase households' incomes through sustainable utilization and management of natural resources such as water, land and vegetation. This component shall comprise the following sub-components:

- (a) Participatory watershed management. Activities under this sub-component shall include:
- (i) Social mobilization and participatory planning of stakeholders at grass root level including, *inter alia*, the local government Gram Panchayat (GP), its Water and Watershed Management Committees (WVMCs), Van Panchayats (community forest groups), PGs, VPGs as well as individual beneficiaries.
  - (ii) Watershed developments and investments based on village plans and priorities.
- (b) Food security enhancement support. Under this sub-component the Project shall:
- (i) Promote food security. To this end, PGs shall be formed to introduce, promote and disseminate improved technologies and farming practices. Support for PGs shall follow a similar pattern to that proposed for Component 1, with each PG drawing up a Food Security Improvement Plan and receiving funding from the Project for its implementation.
  - (ii) Identify the market potential for specific agricultural produce; develop collection centres and good storage facilities; create centres for value addition of the raw produce; identify market linkages, develop market information and logistic services.
- (c) Livelihood up-scaling support. Under this sub-component the Project shall:
- (i) Promote income generating activities and support VPGs. For this purpose, VPGs shall be set up and shall be given sustained capacity building, orientation and training to encourage their entrepreneurial development. Each VPG shall draw up a Livelihood Improvement Plan receiving funding from the Project for its implementation.

- (ii) Support LCs for up-scaling income generating activities. In particular, LCs shall be set up and supported in their activities through funding from the Project.
- (d) Institutional strengthening. Under this sub-component the Project shall promote capacity building of WWMCs of the Gram Panchayat and community based organizations, including but not limited to, PGs, VPGs and Village Revenue Committees. To this end, NGOs shall be engaged to provide, *inter alia*, technical advice and trainings.

**4.3. Component 3: Livelihood financing.** Under this component the Project shall expand the outreach of basic financial services. This component shall comprise the following sub-components:

- (a) Banking support. Capacity development support to banks and expansion of branch networks of Sahastradhara Kshetriya Grameen Financial Services (SKGFS), a local rural finance institution and/or any other rural finance institution of similar capacity. In order to develop banking support, the following activities shall be carried out:
  - (i) Memoranda of Understanding (MOUs) shall be entered into by UPASAC with the banks having a larger presence in the Project area;
  - (ii) Annual credit need assessments shall be carried out by LCs and field NGOs and discussed with banks, Government programmes at annual district and state-level workshops;
  - (iii) Training shall be imparted, by reputed bank training institutions, to the branch and senior staff of the banks, especially in appraisal skills for lending to PGs, LCs and larger social enterprises, but also in new financing methods;
  - (iv) UPASAC shall contract SKGFS and/or any other rural finance institution of similar capacity to provide financial services at the door step of the clients through the establishment of additional branch offices and the introduction of new financial products.
- (b) Risk management. Piloting and scaling up of insurance services such as weather risk insurance, cattle insurance, mutual health insurance.
- (c) Financial inclusion initiatives. Facilitate LCs to become bank agents, and provide training on financial products.
- (d) Development finance fund. The Project, through UPASAC, shall fund community enterprises whom shall meet eligibility criteria established in the Project Implementation Manual. The investments provided by UPASAC may take the following forms: loans, equity and quasi-equity, and viability gap grants.
- (e) Establishment cost support to UPASAC. UPASAC's salary and overhead costs, including consultant's fees, will be supported by the Project in the initial 3 years and on a tapering basis thereafter.

**4.4. Component 4: Project coordination and monitoring.** The Project shall finance the establishment of a CPCU within RDD which shall be responsible for the overall coordination and monitoring of the Project. The CPCU shall be headed by a CPD and shall have two Units: (i) Finance Unit; and (ii) Planning and M&E Unit. The CPCU shall coordinate and monitor the activities carried out by the Project Parties, UGVS, PSWMD and UPASAC under the Components thereto allocated. UGVS, PSWMD and UPASAC shall each be headed by a Project Director (PD).

## **II. Implementation Arrangements**

### **5. Project Steering Committee (PSC)**

5.1. *Establishment and composition.* The Government State of Uttarakhand shall establish a state level Project Steering Committee (PSC) chaired by the Chief Secretary. The Secretary of RDD shall be the Secretary of the Committee. The members of the PSC shall include: (i) Forest and Rural Development Commissioner (FRDC); (ii) Principal Secretary, Finance; (iii) Secretary, Watershed; (iv) Secretary, Agriculture; (v) Secretary, Animal Husbandry; (vi) Secretary, Horticulture; (vii) Secretary, Industry; (viii) Secretary, Forest; (ix) Principal Chief Conservator of Forests; (x) Chief Project Director, Watershed Management Directorate; and (xi) Project Directors. Special Invitees to the PSC may include, the Heads of concerned line departments, Chief General Manager- NABARD, representatives of Confederation of Indian Industry (CII), Chambers of Commerce, Khadi and Village Industry Board (KVIB), Uttarakhand Bamboo & Fibre Development Board, Uttarakhand Organic Commodities Board, Convenor Bank of State Level Bankers Committee and implementing partner NGOs.

5.2. *Responsibilities.* PSC shall meet once in six months to review Project progress, provide overall guidance and policy support and to facilitate inter-departmental coordination.

### **6. Project Management Committee (PMC)**

6.1. *Establishment and composition.* The PSC shall establish a Project Management Committee (PMC) chaired by the Secretary of RDD. The Secretary, Watershed shall be Co-chairperson. The Additional Secretary, Finance, the CPD, PDs and Implementation Partners (NGOs, Innovation Linkage Partners, etc.) shall be the members. The PD of UGVS shall be the Secretary of the PMC.

6.2. *Functions.* The PMC shall meet every quarter and its main functions shall include: (i) approving AWPBs together with PSC; (ii) reviewing physical and financial progress; (iii) reviewing progress towards achieving outcome indicators; (iv) resolving implementation issues; (v) working towards achieving convergence between various government sponsored activities and Project activities.

### **7. Lead Project Agency (RDD)**

7.1. The Rural Development Department (RDD) of the State of Uttarakhand shall be the Lead Project Agency.

### **8. The Central Project Coordination Unit**

8.1. *Establishment and structure.* A CPCU within the RDD shall be established headed by the CPD. The CPCU will have two Units: (i) Finance Unit; and (ii) Planning and M&E Unit.

8.2. *Functions of the Finance Unit.* The main functions of the Finance Unit shall include: (i) formulate and sign the Subsidiary Agreements with UGVS, PSWMD, UPASAC; (ii) organize PSC and PMC meetings; (iii) incorporate the budget requirements into the overall budget of the Government of Uttarakhand; (iv) operate the Project Account for timely release of funds to the Project Parties; (v) receive statements of expenditures and supporting documentation related to funds released to the Project Parties and keep an account of the funds released and utilized by UGVS, PSWMD and UPASAC; (vi) prepare overall Project financial statements; (vii) prepare and submit the withdrawal applications to the Controller of Aid, Accounts and Audit in the Ministry of Finance for onward.

transmission to IFAD; (viii) and ensure preparation and submission of annual audit reports of the Project Parties to IFAD.

8.3. *Functions of the Planning and M&E Unit.* The main functions of the Planning and M&E Unit shall include: (i) submit the consolidated AWPB for approval of IFAD, PMC and PSC; (ii) prepare the annual procurement Plan and submit it to IFAD for approval; (iii) prepare and submit consolidated progress reports annually and quarterly to IFAD based on the progress reports submitted by UGVS, PSWMD and UPASAC; (iv) undertake M&E and knowledge management activities related to the Project; (v) prepare RIMS data for submission to IFAD.

## 9. Project Parties

9.1. *Responsibilities.* The Project shall mainly be implemented by the following Project Parties as follows:

- (a) UGVS, previously established for the implementation of the Livelihood Improvement Project for the Himalayas (Loan No. 624-IN), shall implement the Food Security and Livelihood Enhancement Component (component 1);
- (b) PSWMD shall be duly established to implement the Participatory Watershed Development component (component 2);
- (c) UPASAC, previously established for the implementation of the Livelihood Improvement Project for the Himalayas (Loan No. 624-IN), shall implement the Livelihood Financing component (component 3).

## 10. Project Directors

10.1. *Appointment and Tenure.* UGVS, PSWMD and UPASAC shall each be headed by a Project Director (PD) who shall be appointed by the State Government. IFAD shall be notified of any changes of the PDs. In order to ensure continuity and smooth implementation of the Project activities, as far as possible, the PDs will have a normal tenure of three years. The PDs of UGVS and PSWMD shall be assisted by a core team staff comprising agribusiness, finance, planning and monitoring and evaluation specialists.

10.2. *Responsibilities.* PDs shall be responsible for the day to day operations including the following functions: (i) ensure that UGVS, PSWMD and UPASAC carry out their functions as set out in the Subsidiary Agreements; (ii) supervise and monitor the activities of UGVS, PSWMD and UPASAC and their progress towards achieving physical, financial and outcome related targets; (iii) oversee field operations related to the respective Components and provide overall implementation guidance; (iv) operate the Sub-Project Accounts; (v) recruit staff required for implementing the Project; (vi) undertake project procurement; (vii) ensure that the Sub-Project Accounts are audited annually in accordance with IFAD audit requirements and submitting the same to CPCU; (viii) submit annual RIMS data to CPCU; and (ix) ensure that UGVS, PSWMD and UPASAC receive required level of funding for carrying out the activities.

## 11. Subsidiary Agreements

11.1. UGVS, PSWMD and UPASAC shall each enter into a Subsidiary Agreement with the State through the CPCU/RDD, acceptable to the Fund, which shall set out the terms and conditions under which such Project Parties shall implement their respective activities under each Project Component. The UGVS, PSWMD and UPASAC shall be responsible for the day to day implementation of the allocated components. The Establishment of Divisional Offices at the cluster/district level by the UGVS, PSWMD, and

UPASAC shall be need based. The main functions of UGVS, PSWMD and UPASAC shall include: (i) coordinate and implement components' activities, including procurement, in consultation with IFAD and under the guidance of PSC; (ii) prepare AWPBs and annual procurement plans and submit them to CPCU; (iii) finalize and execute partnership agreements/contracts with NGOs, service providers and specialized institutions for implementing various project activities; (iv) establish an effective M&E and MIS system to track sub-component's progress; (v) prepare and submit consolidated annual and quarterly progress reports to CPCU; (vi) supervise and monitor their respective component related activities and their progress towards achieving physical, financial and outcome related targets; (vii) prepare financial statements and prepare statements of expenditures for submission to CPCU; (viii) submit annual audit reports and RIMS data to CPCU; and (ix) liaise with the State administration, line agencies and other Project Parties to ensure coordination in project implementation.

## 12. District Committees

12.1. *Establishment and composition.* District Coordination and Monitoring Committees shall be established in each district covered by the Project activities and shall be chaired by the Chairman of the Zila Panchayat (elected head of the district government). Members shall include the district Chief Development Officer, project staff (from UGVS and/or PSWMD), partner NGOs staff, members of government line departments and representatives of Gram Panchayats and other community based organisations. Block Development Officers may also be members of this Committee. The Committee shall coordinate project implementation at the district level and ensure linkages between the Project, line agencies and other government agencies.

## 13. Project Implementation Manual (PIM)

13.1. The CPD, with assistance from the Project Parties, shall prepare a draft PIM for approval by the PMC in consultation with the Fund. The PIM shall include procedures and processes for Project implementation including, *inter alia*:

- (a) Terms of reference for key Project staff;
- (b) Terms of reference for NGOs recruited as service providers;
- (c) Terms of reference for studies and surveys;
- (d) Procurement processes; and,
- (e) Terms of reference for external and internal audits of Project Accounts.

13.2. The PMC shall adopt the PIM substantially in the form mutually agreed with the Fund and make amendments from time to time in agreement with the Fund.

13.3. The Borrower shall cause the Project to be carried out in accordance with the PIM. In case of any discrepancies between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

## 14. Mid Term Review

14.1. The Lead Project Agency and the Fund shall jointly carry out a review of the Project implementation no later than the fourth anniversary of the Project Implementation Period (the "Mid-Term Review") based on terms of reference prepared by the Lead Project Agency and approved by the Fund. Among other things, the Mid-Term Review shall consider the achievement of Project objectives and the constraints thereon, and recommend such reorientation as may be required to achieve such objectives and remove such constraints. The Borrower shall ensure that the agreed

recommendations resulting from the Mid-Term Review are implemented within the specified time therefor and to the satisfaction of the Fund. Such recommendations may result in modifications to this Agreement or cancellation of the Financing.

## Schedule 2

### Allocation Table

1. *Allocation of Loan Proceeds.* (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan and the allocation of the amounts of the Loan to each Category and the percentages of expenditures for items to be financed in each Category:

Category	Loan Amount Allocated (expressed in SDR)	% of eligible expenditure to be financed
I. Civil works	1 990 000	100% net of taxes, government and beneficiaries contributions
II. Watershed treatment	11 500 000	100% net of taxes, government and beneficiaries contributions
III. Vehicle, Equipment and Materials	340 000	100% net of taxes and government contributions
IV. Capacity building	20 470 000	100% net of taxes, government and beneficiaries contributions
V. Livelihoods Financing	540 000	100% net of taxes, government and banks contributions
VI. Service providers contracts	10 320 000	100% net of taxes and government contributions
VII. Incremental salary and operating costs	5 880 000	100% net of taxes and government contributions
Unallocated	5 660 000	
<b>TOTAL</b>	<b>56 700 000</b>	

(b) The terms used in the Table above are defined as follows:

*Civil works* includes, but is not limited to, buildings, small-scale irrigation, roads and trails, bridges;

*Watershed Treatment* includes, but is not limited to, construction of earth bunds, water harvesting structures, check dams, terracing and levelling, diversion drains, contour trenches, stone wall protection works, biological protection measures and other watershed treatment works, and other minor village infrastructure;

*Capacity Building* includes activities related to training, workshops, technical assistance, surveys and studies, livelihood support, agri-business development support, project allowance, management and information system (MIS), geographic information system (GIS), as well as watershed experts to PSWMD;

*Livelihoods Financing* includes, but is not limited to, activities related to insurance pilots and viability gap funding;

*Service providers contracts* includes activities related to NGO contracts;

*Incremental salary and operating costs* includes incremental salaries, allowances and operation and maintenance costs, excluding existing Government salary costs of the PSWMD.

**GENERAL CONDITIONS FOR AGRICULTURAL DEVELOPMENT FINANCING**  
(as amended September 2010<sup>1</sup>)

**ARTICLE I - APPLICATION**

**SECTION 1.01. Application of General Conditions.**

(a) These General Conditions apply to all Financing Agreements (as such term is defined in Section 2.01). They apply to other agreements only if an agreement expressly so provides.

(b) If a particular provision of these General Conditions does not apply to an Agreement, the Agreement must provide explicitly that it does not apply.

**ARTICLE II - DEFINITIONS**

**SECTION 2.01. General Definitions.**

The following terms have the following meanings wherever used in these General Conditions:

"Agreement" means a Financing Agreement or other agreement subject to these General Conditions.

"Annual Workplan and Budget" or "AWPB" means the annual workplan and budget for carrying out a Project during a particular Project Year, which includes the Procurement Plan.

"Borrower" means the party designated as such in an Agreement.

"Coercive practice" means 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.

"Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

"Cooperating Institution" means an institution designated as such in a Financing Agreement as responsible for the administration of the Financing and/or the supervision of the implementation of the Project.

"Cooperation Agreement" means an agreement or agreements between the Fund and a Cooperating Institution by which a Cooperating Institution agrees to act as such.

"Corrupt practice" means offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.

"Currency" of a State or a territory means the currency that is legal tender for the payment of public and private debts in such State or territory.

"Eligible Expenditure" means an expenditure that complies with Section 4.08.

"Euro" or "EUR" mean the currency of the European Monetary Union.

"Financing" means a Loan, a Grant, or a combination thereof.

"Financing Agreement" means a Project Financing Agreement or Programme Financing Agreement, pursuant to which the Fund agrees to extend Financing to the Borrower/Recipient.

<sup>1</sup> These General Conditions for Agricultural Development Financing were adopted by IFAD's Executive Board on 29 April 2009. Sections 2.01, 4.08(a) and 5.01 were amended by decision of the Executive Board on 17 September 2010. These General Conditions, as amended, apply to all Financing Agreements for projects and programmes approved by the Executive Board during and subsequent to its ninety-seventh session in September 2009.

"Financing Closing Date" means the date on which the right of the Borrower/Recipient to request withdrawals from the Loan Account and/or Grant Account ends, which is six (6) months after the Project Completion Date or such later date as the Fund may designate by notice to the Borrower/Recipient.

"Fiscal Year" means the twelve-month period designated as such in an Agreement.

"Fraudulent practice" means any action 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.

"Freely convertible currency" means any currency so designated by the Fund at any time.

"Fund" means the International Fund for Agricultural Development.

"Grant" means a grant extended to a Recipient pursuant to a Financing Agreement or other Agreement.

"Grant Account" means the account in the books of the Fund opened in the name of the Recipient to which the amount of the Grant is credited.

"Guarantee Agreement" means an agreement between a Member State and the Fund by which such Member State guarantees the performance of another Agreement.

"Guarantor" means any Member State designated as such in a Guarantee Agreement.

"IFAD Procurement Guidelines" means the Procurement Guidelines approved by the Fund's Executive Board in December 2004 (for Financing approved by the Fund's Executive Board prior to September 2010) or the Project Procurement Guidelines approved by the Fund's Executive Board in September 2010 (for Financing approved by the Fund's Executive Board after September 2010) as such guidelines may be amended by the Fund.<sup>2</sup>

"IFAD Reference Interest Rate" means the rate determined periodically by the Fund as its reference rate for the computation of interest on its Loans.

"Lead Project Agency" means the entity designated as such in an Agreement, which has overall responsibility for the execution of a Project.

"Loan" means a loan extended by the Fund to the Borrower pursuant to a Financing Agreement.

"Loan Account" means the account in the books of the Fund opened in the name of the Borrower to which the amount of a Loan is credited.

"Loan Service Payment" means any payment required or permitted to be made by the Borrower or the Guarantor to the Fund under a Financing Agreement, including (but not limited to) any payment of the principal of, or interest or service charge on any Loan.

"Loan Service Payment Currency" means the freely convertible currency defined as such in a Financing Agreement.

"Member State" means any Member State of the Fund.

"Pound sterling" or "GBP" means the currency of the United Kingdom of Great Britain and Northern Ireland.

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<sup>2</sup> Amended September 2010.

“Procurement Plan” means the Borrower/Recipient’s Procurement Plan covering the initial eighteen (18) month period of Project implementation, as the same shall be updated to cover succeeding twelve (12) month periods.

“Project” means the agricultural development project or programme described in an Agreement and financed, in whole or in part, by the Financing.

“Project Account” means an account for Project operations as described in Section 7.02(b).

“Project Agreement” means any agreement between the Fund and any Project Party relating to the implementation of all or any part of a Project.

“Project Completion Date” means the date specified in an Agreement on which the implementation of the Project is to be completed, or such later date as the Fund may designate by notice to the Borrower/Recipient.

“Project Implementation Period” means the period during which the Project is to be carried out, beginning on the date of entry into force of the Agreement and ending on the Project Completion Date.

“Project Member State” means the Member State in which the Project is carried out.

“Project Party” means each entity responsible for the implementation of the Project or any part thereof. The term “Project Party” includes (but is not limited to) the Lead Project Agency and any entity designated as a Project Party in an Agreement.

“Project Year” means (i) the period beginning on the date of entry into force of an Agreement and ending on the last day of the then-current Fiscal Year, and (ii) each period thereafter beginning on the first day of the Fiscal Year and ending on the last day thereof, provided, however, that if the date of entry into force of the Agreement falls after the midpoint of the Fiscal Year, Project Year 1 shall continue through the following Fiscal Year.

“Recipient” means the party designated as such in an Agreement.

“SDR Equivalent” means, with respect to any amount expressed in any currency at the time of determination, the equivalent of such amount in SDR, as determined by the Fund in accordance with Article 5.2(b) of the *Agreement Establishing IFAD*.

“Special Drawing Rights” or “SDR” mean special drawing rights as valued from time to time by the International Monetary Fund in accordance with its Articles of Agreement.

“Subsidiary Agreement” means any agreement or arrangement by which (i) the whole or part of the proceeds of the Financing are made available to a Project Party and/or (ii) a Project Party undertakes to carry out the Project, in whole or in part.

“Target Population” means the group of people intended to benefit from a Project.

“Taxes” means all imposts, levies, fees, tariffs and duties of any kind imposed, levied, collected, withheld or assessed by or in the territory of the Project Member State at any time.

“US dollar” or “USD” means the currency of the United States of America.

“Value Date” means, in respect of any withdrawal from the Loan Account, the date on which such withdrawal is deemed made in accordance with Section 4.06 and, in respect of any Loan Service Payment, the date on which such Loan Service Payment is deemed made in accordance with Section 5.04.

“Yen” or “JPY” means the currency of Japan.

**SECTION 2.02. Use of Terms.**

As used in these General Conditions and any Agreement, except as the context otherwise requires, terms in the singular include the plural, terms in the plural include the singular, and masculine pronouns include the feminine.

**SECTION 2.03. References and Headings.**

Unless otherwise indicated, references in these General Conditions to Articles or Sections refer to Articles or Sections of these General Conditions. The headings of the Articles and Sections and in the Table of Contents of these General Conditions are given for convenience of reference only and do not form an integral part of these General Conditions.

**ARTICLE III - THE COOPERATING INSTITUTION**

**SECTION 3.01. Appointment of the Cooperating Institution.**

A Financing Agreement may provide that a Cooperating Institution will be appointed to administer the Financing and supervise the Project.

**SECTION 3.02. Responsibilities of the Cooperating Institution.**

If appointed, the Cooperating Institution shall be responsible for:

- (a) facilitating Project implementation by assisting the Borrower/Recipient and the Project Parties in interpreting and complying with the Financing Agreement;
- (b) reviewing the Borrower/Recipient's withdrawal applications to determine the amounts which the Borrower/Recipient is entitled to withdraw from the Loan and/or Grant Account;
- (c) reviewing and approving on a no-objection basis the procurement of goods, civil works and services for the Project financed by the Financing;
- (d) monitoring compliance with the Financing Agreement, bringing any substantial non-compliance to the attention of the Fund and recommending remedies therefor; and
- (e) carrying out such other functions to administer the Financing and supervise the Project as may be set forth in the Cooperation Agreement.

**SECTION 3.03. Cooperation Agreement.**

If a Cooperating Institution is appointed, the Fund shall enter into a Cooperation Agreement with the Cooperating Institution setting forth the terms and conditions of its appointment.

**SECTION 3.04. Actions by the Cooperating Institution.**

Any action by the Cooperating Institution in accordance with a Cooperation Agreement shall be regarded and treated by the Borrower/Recipient, the Guarantor and the Project Parties as an action taken by the Fund.

**SECTION 3.05. Cooperation by the Borrower/Recipient and the Project Parties.**

The Borrower/Recipient, the Guarantor and the Project Parties shall take all necessary or appropriate steps to enable the Cooperating Institution to carry out its responsibilities smoothly and effectively.

**ARTICLE IV - LOAN ACCOUNT AND WITHDRAWALS**

**SECTION 4.01. Loan and Grant Accounts.**

Upon the entry into force of a Financing Agreement, the Fund shall open a Loan Account and/or a Grant Account in the name of the Borrower/Recipient and credit the principal amounts of the Loan and the Grant respectively thereto.

**SECTION 4.02. Withdrawals from the Loan and Grant Accounts.**

(a) Between the date of entry into force of the Agreement and the Financing Closing Date, the Borrower/Recipient may request withdrawals from the Loan Account and/or Grant Account of amounts paid or to be paid for Eligible Expenditures. The Fund shall notify the Borrower/Recipient of the minimum amount for withdrawals.

(b) No withdrawal shall be made from the Loan and/or Grant Accounts until the first AWPB has been approved by the Fund and the Fund has determined that all other conditions specified in the Financing Agreement as additional general conditions precedent to withdrawal have been fulfilled. The Financing Agreement may also establish additional specific conditions precedent to withdrawal applicable to particular categories or activities. Withdrawals to meet the costs of starting up the Project may be made from the date of entry into force of the Agreement, subject to any limits established in the Financing Agreement.

**SECTION 4.03. Special Commitments.**

Upon the Borrower/Recipient's request, the Fund may agree to make an irrevocable commitment to pay amounts necessary to guarantee a Letter of Credit used to finance Eligible Expenditures (a "Special Commitment") on such terms and conditions as the Borrower/Recipient and the Fund may agree.

**SECTION 4.04. Applications for Withdrawal, or Special Commitment.**

(a) When the Borrower/Recipient wishes to request a withdrawal from the Loan and/or Grant Accounts or a Special Commitment, the Borrower/Recipient shall deliver to the Fund an application in the form specified therefor by the Fund, together with such documents and other evidence in support of such application as the Fund shall reasonably request.

(b) The Borrower/Recipient shall furnish to the Fund satisfactory evidence of the authority of the person or persons authorised to sign such applications and the authenticated specimen signature of each such person.

(c) Each such application, and the accompanying documents and other evidence, must be sufficient to satisfy the Fund that the Borrower/Recipient is entitled to such withdrawal or Special Commitment.

(d) If the Borrower/Recipient requests a withdrawal from the Loan and/or Grant Accounts for amounts to be paid thereafter for Eligible Expenditures, the Fund may, before transferring such amount to the Borrower/Recipient, require that the Borrower/Recipient provide evidence satisfactory to the Fund showing that previous withdrawals have been properly spent for Eligible Expenditures. The Fund may place reasonable limits on the amount that the Borrower/Recipient may withdraw in advance or the overall balance of such advance withdrawals, and may require that such amounts be held in a freely convertible currency and/or be held in an account designated for that purpose in a bank acceptable to the Fund.

**SECTION 4.05. Transfer by the Fund.**

Upon receipt of an authenticated and satisfactory application for withdrawal from the Borrower/Recipient, the Fund shall transfer to the account specified by the Borrower/Recipient the amount specified therein.

**SECTION 4.06. Value Dates of Withdrawals.**

A withdrawal shall be deemed made as of the day on which the relevant financial institution debits the account of the Fund chosen for the purpose of disbursing such withdrawal.

**SECTION 4.07. Allocations and Reallocations of Financing Proceeds.**

- (a) A Financing Agreement may allocate the amount of the Financing to categories of Eligible Expenditures and specify the percentages of such Eligible Expenditures to be financed by the Financing.
- (b) The Fund shall monitor the uses of the Financing in order to determine when the allocation to a category has been depleted or is about to be depleted.
- (c) If the Fund determines that the amount of the Financing allocated in the Financing Agreement to a category of Eligible Expenditures is or will be insufficient, the Fund may, by notice to the Borrower/Recipient:
  - (i) reallocate to such category amounts of the Financing allocated to another category to the extent required to meet the estimated shortfall; and/or
  - (ii) if such reallocation will not fully meet the estimated shortfall, reduce the percentage of such Eligible Expenditures to be financed by the Financing.

**SECTION 4.08. Eligible Expenditures.<sup>3</sup>**

- (a) The Financing shall be used exclusively to finance expenditures meeting each of the following eligibility requirements:
  - (i) The expenditure shall meet the reasonable cost of goods, works and services required for the Project and covered by the relevant AWPB and procured in conformity with the Fund's Procurement Guidelines.
  - (ii) The expenditure shall be incurred during the Project Implementation Period, except that expenditures to meet the costs of winding up the Project may be incurred after the Project Completion Date and before the Financing Closing Date.
  - (iii) The expenditure shall be incurred by a Project Party.
  - (iv) If the Agreement allocates the amount of the Financing to categories of Eligible Expenditures and specifies the percentages of such Eligible Expenditures to be financed by the Financing, the expenditure must relate to a category whose allocation has not been depleted, and shall be eligible only up to the percentage applicable to such category.
  - (v) The expenditure shall be otherwise eligible in accordance with the terms of the Financing Agreement.
- (b) The Fund may from time to time exclude certain types of expenditure from eligibility.
- (c) Any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, shall not be eligible for financing by the Financing.
- (d) Any payments to a person or an entity, or for any goods, works or services, if making or receiving such payment constitutes a coercive, collusive, corrupt or fraudulent practice by any representative of the Borrower/Recipient or any Project Party, shall not be eligible for financing by the Financing.

**SECTION 4.09. Refund of Withdrawals.**

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<sup>3</sup> Amended September 2010.

If the Fund determines that any amount withdrawn from the Loan and/or Grant Accounts was not used for the purposes indicated or will not be needed thereafter to finance Eligible Expenditures, the Borrower/Recipient shall promptly refund such amount to the Fund upon instruction by the Fund. Except as the Fund shall otherwise agree, such refund shall be made in the currency used by the Fund to disburse such withdrawal. The Fund shall credit the Loan and/or Grant Accounts by the SDR Equivalent of the amount so refunded.

## **ARTICLE V - LOAN SERVICE PAYMENTS**

### **SECTION 5.01. Lending Terms.<sup>4</sup>**

Loans provided by the Fund shall be given on highly concessional, intermediate or ordinary terms, as specified in the Financing Agreement:

(a) **Highly Concessional Terms:** Loans granted on highly concessional terms shall be free of interest but bear a service charge of three fourths of one per cent (0.75%) per annum payable semi-annually in the Loan Service Payment Currency, and shall have a maturity period of forty (40) years, including a grace period of ten (10) years starting from the date of approval of the Loan by the Fund's Executive Board.

(b) **Hardened Terms:** Loans granted on hardened terms shall be free of interest but bear a service charge of three fourths of one per cent (0.75%) per annum payable semi-annually in the Loan Service Payment Currency, and shall have a maturity period of twenty (20) years, including a grace period of ten (10) years starting from the date of approval of the Loan by the Fund's Executive Board.

(c) **Intermediate Terms:** Loans granted on intermediate terms shall be subject to interest on the principal amount of the Loan outstanding at a rate of one half of the IFAD Reference Interest Rate payable semi-annually in the Loan Service Payment Currency, and shall have a maturity period of twenty (20) years, including a grace period of five (5) years starting from the date that the Fund has determined that all general conditions precedent to withdrawal have been fulfilled in accordance with section 4.02(b).

(d) **Ordinary Terms:** Loans granted on ordinary terms shall be subject to interest on the principal amount of the Loan outstanding at a rate equal to the IFAD Reference Interest Rate, payable semi-annually in the Loan Service Payment Currency, and shall have a maturity period of fifteen (15) to eighteen (18) years, including a grace period of three (3) years starting from the date that the Fund has determined that all general conditions precedent to withdrawal have been fulfilled in accordance with section 4.02(b).

(e) Interest and service charge shall accrue on the outstanding principal amount of the Loan and shall be computed on the basis of a 360-day year of twelve 30-day months. The Fund shall provide the Borrower with a statement of interest and service charge due at least four (4) weeks prior to the date upon which payment is to be made.

(f) The Fund shall publish the IFAD Reference Interest Rate applicable in each interest period.

(g) During the grace period, interest and service charge shall accrue on the outstanding principal amount of the Loan and shall be payable semi-annually, but no payments of principal shall be due.

### **SECTION 5.02. Repayments and Prepayments of Principal.**

(a) The Borrower shall repay the aggregate principal amount of the Loan withdrawn from the Loan Account in semi-annual instalments, calculated over the maturity period minus the grace period. The Fund shall inform the Borrower of the dates and amounts of the payments as soon as possible after the start of the period of maturity of the Loan.

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<sup>4</sup> Amended September 2010.

(b) The Borrower shall have the right to prepay all or any part of the principal amount of the Loan, provided that the Borrower pays all accrued and unpaid interest and service charges on the amount to be prepaid which are due as of the prepayment date. All prepayments shall be credited first against any outstanding interest and service charge and then against the remaining Loan instalments.

(c) Any partial cancellation of the Loan shall be applied pro rata to any remaining payment instalments of the principal amount of the Loan. The Fund shall notify the Borrower of such application, specifying the dates and amounts of the remaining instalments after giving effect thereto.

**SECTION 5.03. Manner and Place of Payment.**

All Loan Service Payments shall be paid to such account or accounts in such bank or other financial institution as the Fund may designate by notice to the Borrower.

**SECTION 5.04. Value Dates of Loan Service Payments.**

Loan Service Payments shall be deemed made as of the day on which the relevant financial institution credits the account of the Fund designated therefor.

**ARTICLE VI - CURRENCY PROVISIONS**

**SECTION 6.01. Currencies for Withdrawals.**

(a) Withdrawals from the Loan and/or Grant Accounts shall be made in the respective currencies in which expenditures to be financed out of the proceeds of the Financing have been paid or are payable, or in such currency or currencies as the Fund may select.

(b) The Loan and/or Grant Accounts shall be debited by the SDR Equivalent of the amount withdrawn determined as of the value date of withdrawal. If the currency of withdrawal has been purchased by the Fund with another currency, the Loan and/or Grant Accounts shall be debited by the SDR Equivalent of the amount of such other currency.

**SECTION 6.02. Loan Service Payment Currency.**

All Loan Service Payments shall be made in the Loan Service Payment Currency specified in the Financing Agreement. The amount of any Loan Service Payment shall be the equivalent in Loan Service Payment Currency, as of the due date, of the SDR amount of such Loan Service Payment, as determined by the Fund in accordance with Article 5, Section 2(b) of the *Agreement Establishing IFAD*.

**SECTION 6.03. Valuation of Currencies.**

Whenever it is necessary to determine the value of one currency in terms of another, the Fund shall determine such value in accordance with Article 5, Section 2(b) of the *Agreement Establishing IFAD*.

**ARTICLE VII - IMPLEMENTATION OF THE PROJECT**

**SECTION 7.01. Project Implementation.**

- (a) The Borrower and each of the Project Parties shall carry out the Project:
- (i) with due diligence and efficiency;
  - (ii) in conformity with appropriate administrative, engineering, financial, economic, operational, environmental and agricultural development practices (including rural development practices) and good governance;

- (iii) in accordance with plans, design standards, specifications, procurement and work schedules and construction methods agreed by the Borrower/Recipient and the Fund;
  - (iv) in accordance with the provisions of the relevant Agreement, the AWPBs, and the Procurement Plan;
  - (v) in accordance with the policies, criteria and regulations relating to agricultural development financing laid down from time to time by the Governing Council and Executive Board of the Fund; and
  - (vi) so as to ensure the sustainability of its achievements over time.
- (b) (i) Projects shall be implemented on the basis of an Annual Workplan and Budget (AWPB). The Lead Project Agency shall prepare a draft Project AWPB for each Project based, to the extent appropriate, on the draft AWPBs prepared by the various Project Parties. Each draft Project AWPB shall include, among other things, a detailed description of planned Project activities during the coming Project Year, a Procurement Plan, and the sources and uses of funds.
- (ii) Before each Project Year, the Lead Project Agency shall, if required, submit the draft Project AWPB to the oversight body designated by the Borrower/Recipient for its review. When so reviewed, the Lead Project Agency shall submit the draft Project AWPB to the Fund for comments no later than sixty (60) days before the beginning of the relevant Project Year. If the Fund does not comment on the draft Project AWPB within thirty (30) days of receipt, the AWPB shall be deemed acceptable to the Fund.
- (iii) The Lead Project Agency shall adopt the Project AWPB in the form accepted by the Fund.
- (iv) The Lead Project Agency may propose adjustments in the Project AWPB during the relevant Project Year, which shall become effective after acceptance by the Fund.

**SECTION 7.02. Availability of Financing Proceeds.**

- (a) The Borrower/Recipient shall make the proceeds of the Financing available to the Project Parties upon terms and conditions specified in the Financing Agreement or otherwise approved by the Fund for the purpose of carrying out the Project.
- (b) The Financing Agreement may provide that the Borrower/Recipient open and maintain one or more Project Accounts for Project operations in a bank acceptable to the Fund, and shall identify the Project Party responsible for operating such account or accounts. The operation of such accounts, unless otherwise specified in the Financing Agreement, shall be performed in accordance with the applicable rules and regulations of the Project Party responsible therefor.

**SECTION 7.03. Availability of Additional Resources.**

- (a) In addition to the proceeds of the Financing, the Borrower/Recipient shall make available to the Project Parties such funds, facilities, services and other resources as may be required to carry out the Project in accordance with Section 7.01.
- (b) In addition to the proceeds of the Financing, the Financing Agreement may provide that the Borrower/Recipient shall make available to the Project Parties during the Project Implementation Period counterpart funds from its own resources in accordance with its customary national procedures for development assistance.

**SECTION 7.04. Coordination of Activities.**

In order to ensure that the Project is carried out in accordance with Section 7.01, the Borrower/Recipient shall ensure that the relevant activities of its ministries, departments and agencies, and

those of each Project Party, are conducted and coordinated in accordance with sound administrative policies and procedures.

**SECTION 7.05. Procurement.**

(a) Procurement of goods, works and services financed by the Financing shall be carried out in accordance with the provisions of the Borrower/Recipient's procurement regulations, to the extent such are consistent with the IFAD Procurement Guidelines. Each Procurement Plan shall identify procedures which must be implemented by the Borrower/Recipient in order to ensure consistency with the IFAD Procurement Guidelines.

(b) By notice to the Borrower/ Recipient, the Fund may require that all bidding documents and contracts for procurement of goods, works and services financed by the Financing include provisions requiring bidders, suppliers, contractors, sub-contractors and consultants to:

- (i) allow full inspection by the Fund of all bid documentation and related records;
- (ii) maintain all documents and records related to the bid or contract for three years after completion of the bid or contract; and
- (iii) cooperate with agents or representatives of the Fund carrying out an audit or investigation.

**SECTION 7.06. Use of Goods and Services.**

All goods, services and buildings financed by the Financing shall be used exclusively for the purposes of the Project.

**SECTION 7.07. Maintenance.**

The Borrower/Recipient shall ensure that all facilities and civil works used in connection with the Project shall at all times be properly operated and maintained and that all necessary repairs of such facilities shall be made promptly as needed.

**SECTION 7.08. Insurance.**

(a) The Borrower/Recipient or the Lead Project Agency shall insure all goods and buildings used in the Project against such risks and in such amounts as shall be consistent with sound commercial practice.

(b) The Borrower/Recipient or the Lead Project Agency shall insure the goods imported for the Project which are financed by the Financing against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation in accordance with sound commercial practice.

**SECTION 7.09. Subsidiary Agreements.**

(a) The Borrower/Recipient shall ensure that no Project Party shall enter into any Subsidiary Agreement, or consent to any modification thereof, inconsistent with the Financing Agreement or the Project Agreement.

(b) The Borrower/Recipient and each Project Party shall exercise its rights under any Subsidiary Agreement to which it is party to ensure that the interests of the Borrower/Recipient and the Fund are fully protected and the Project is carried out in accordance with Section 7.01.

(c) No provision of any Subsidiary Agreement to which the Borrower/Recipient is a party shall be assigned, waived, suspended, abrogated, amended or otherwise modified without the prior consent of the Fund.

(d) The Borrower/Recipient shall bear any foreign exchange risk under any Subsidiary Agreement to which it is party, unless otherwise agreed by the Fund.

**SECTION 7.10. Performance of the Agreements.**

(a) The Borrower/Recipient shall be fully responsible to the Fund for the due and timely performance of all obligations ascribed to it, the Lead Project Agency and all other Project Parties under any Agreement. To the extent any Project Party enjoys legal personality separate from the Borrower/Recipient, any reference to an obligation of such Project Party in an Agreement shall be deemed an obligation of the Borrower/Recipient to ensure that such Project Party performs such obligation. The acceptance by any Project Party of any obligation ascribed to it in an Agreement shall not affect the responsibilities and obligations of the Borrower/Recipient.

(b) The Borrower/Recipient shall take all necessary or appropriate action within its powers to enable and assist the Lead Project Agency and any other Project Party to perform its obligations under an Agreement. The Borrower/Recipient shall not take, and shall not permit any third party to take, any action that would interfere with such performance.

**SECTION 7.11. Key Project Personnel.**

The Borrower/Recipient or the Lead Project Agency shall appoint the Project Director and all other key Project personnel in the manner specified in the Agreement or otherwise approved by the Fund. All key Project personnel shall have qualifications and experience specified in the Agreement or otherwise approved by the Fund. The Borrower/Recipient shall exercise best efforts to ensure continuity in key Project personnel throughout the Project Implementation Period. The Borrower/Recipient or the Lead Project Agency shall insure key Project personnel against health and accident risks to the extent consistent with sound commercial practice or its customary practice in respect of its national civil service, whichever is appropriate.

**SECTION 7.12. Project Parties.**

Each Project Party shall, as required to carry out the Project in accordance with Section 7.01:

- (a) promptly take all necessary or appropriate action to maintain its corporate existence and to acquire, maintain and renew its rights, properties, powers, privileges and franchises;
- (b) employ competent and experienced management and personnel;
- (c) operate, maintain and replace its plant, equipment and other properties; and
- (d) not sell, lease or otherwise dispose of any of the Project's assets, except in the normal course of business or as agreed by the Fund.

**SECTION 7.13. Allocation of Project Resources.**

The Borrower/Recipient and the Project Parties shall ensure that the resources and benefits of the Project, to the fullest extent practicable, are allocated among the Target Population using gender disaggregated methods.

**SECTION 7.14. Environmental Factors.**

The Borrower/Recipient and the Project Parties shall take all reasonable measures to ensure that the Project is carried out with due diligence in regard to environmental factors and in conformity with national environmental laws and any international treaties to which the Project Member State may be party. In particular, the Project Parties shall maintain appropriate pest management practices under the Project and, to that end, shall comply with the principles of the International Code of Conduct on the Distribution and Use of Pesticides of the Food and Agriculture Organisation of the United Nations (FAO), as amended, and ensure that pesticides procured under the Project do not include any pesticide formulation which would be classified as Extremely Hazardous (Class Ia) or Highly Hazardous (Class Ib) according to *The WHO Recommended Classification of Pesticides by Hazard*, as amended.

**SECTION 7.15. Relending Rates.**

During the Project Implementation Period, the Borrower/Recipient and the Fund shall periodically review the interest rates applicable to any credits extended to members of the Target Population which are financed (directly or indirectly) by the Financing. These reviews shall be conducted jointly with the objective of reaching or maintaining positive interest rates over time. The Borrower/Recipient shall take any appropriate measures, consistent with its policies and the Fund's policies, to achieve that objective. Among such measures, the Borrower/Recipient and each Project Party extending such credits shall endeavour to minimise its costs. For purposes of this Section, the term "positive interest rate" means, in respect of any credit extended by any Project Party, an interest rate which, after giving effect to inflation, permits such Project Party to recover its costs and achieve sustainability.

**SECTION 7.16. Project Completion.**

The Borrower/Recipient shall ensure that the Project Parties complete the implementation of the Project by the Project Completion Date. The Fund and the Borrower/Recipient shall agree on the disposition of the assets of the Project upon its completion.

**ARTICLE VIII - IMPLEMENTATION REPORTING AND INFORMATION**

**SECTION 8.01. Implementation Records.**

The Borrower/Recipient shall ensure that the Project Parties maintain records and documents adequate to reflect their operations in implementing the Project (including, but not limited to, copies or originals of all correspondence, minutes of meetings and all documents relating to procurement) until the Project Completion Date, and shall retain such records and documents for at least ten (10) years thereafter.

**SECTION 8.02. Monitoring of Project Implementation.**

The Lead Project Agency shall:

- (a) establish and thereafter maintain an appropriate information management system in accordance with the Fund's *Guide for Project Monitoring and Evaluation* with which it shall continuously monitor the Project;
- (b) during the Project Implementation Period, gather all data and other relevant information (including any and all information requested by the Fund) necessary to monitor the progress of the implementation of the Project and the achievement of its objectives; and
- (c) during the Project Implementation Period and for at least ten (10) years thereafter, adequately store such information, and, promptly upon request, make such information available to the Fund and its representatives and agents.

**SECTION 8.03. Progress Report and Mid-Term Reviews.**

(a) The Lead Project Agency, or other party so designated in the relevant Agreement, shall furnish to the Fund periodic progress reports on the Project, in such form and substance as the Fund shall reasonably request. At a minimum, such reports shall address (i) quantitative and qualitative progress made in implementing the Project and achieving its objectives, (ii) problems encountered during the reporting period, (iii) steps taken or proposed to be taken to remedy these problems, and (iv) the proposed programme of activities and the progress expected during the following reporting period.

(b) If specified in an Agreement, the Lead Project Agency and the Fund shall jointly carry out a review of Project implementation no later than the midpoint of the Project Implementation Period (the "Mid-Term Review") based on terms of reference prepared by the Lead Project Agency and approved by the Fund. Among other things, the Mid-Term Review shall consider the achievement of Project objectives and the constraints thereon, and recommend such reorientation as may be required to achieve such objectives and remove such constraints.

(c) The Borrower/Recipient shall ensure that the recommendations resulting from the Mid-Term Review are implemented within the specified time therefor and to the satisfaction of the Fund. Such recommendations may result in modifications to the Agreement or cancellation of the Financing.

**SECTION 8.04. Completion Report.**

As promptly as possible after the Project Completion Date but in any event no later than the Financing Closing Date, the Borrower/Recipient shall furnish to the Fund a report on the overall implementation of the Project, in such form and substance as may be specified in the Financing Agreement or as the Fund shall reasonably request. At a minimum, such report shall address (i) the costs and benefits of the Project, (ii) the achievement of its objectives, (iii) the performance by the Borrower/Recipient, the Project Parties, the Fund of their respective obligations under the Agreement and (iv) lessons learned from the foregoing.

**SECTION 8.05. Plans and Schedules.**

The Project Parties shall furnish to the Fund promptly upon their preparation, such plans, design standards, reports, contract documents, specifications and schedules relating to the Project, and any material modifications subsequently made therein.

**SECTION 8.06. Other Implementation Reports and Information.**

In addition to the reports and information required by the foregoing provisions of this Article:

- (a) The Borrower/Recipient and the Project Parties shall promptly furnish to the Fund such other reports and information as the Fund shall reasonably request on any matter relating to the Project or any Project Party.
- (b) The Borrower/Recipient and the Project Parties shall promptly inform the Fund of any condition that interferes with, or threatens to interfere with, the implementation of the Project or the achievement of its objectives. In particular, the Borrower/Recipient and the Project Parties shall promptly notify the Fund of any allegations of fraud and/or corruption that are received in relation to any of the Project activities.

**ARTICLE IX - FINANCIAL REPORTING AND INFORMATION**

**SECTION 9.01. Financial Records.**

The Project Parties shall maintain separate accounts and records in accordance with consistently maintained appropriate accounting practices adequate to reflect the operations, resources and expenditures related to the Project until the Financing Closing Date, and shall retain such accounts and records for at least ten (10) years thereafter.

**SECTION 9.02. Financial Statements.**

The Borrower/Recipient shall deliver to the Fund detailed financial statements of the operations, resources and expenditures related to the Project for each Fiscal Year prepared in accordance with standards and procedures acceptable to the Fund and deliver such financial statements to the Fund within four (4) months of the end of each Fiscal Year.

**SECTION 9.03. Audit of Accounts.**

The Borrower/Recipient shall:

- (a) each Fiscal Year, have the accounts relating to the Project audited in accordance with auditing standards acceptable to the Fund and the Fund's *Guidelines on Project Audits (for Borrowers' Use)* by independent auditors acceptable to the Fund;

- (b) within six (6) months of the end of each Fiscal Year, furnish to the Fund a certified copy of the audit report. The Borrower/Recipient shall submit to the Fund the reply to the management letter of the auditors within one month of receipt thereof;
- (c) if the Borrower/Recipient does not timely furnish any required audit report in satisfactory form and the Fund determines that the Borrower/Recipient is unlikely to do so within a reasonable period, the Fund may engage independent auditors of its choice to audit the accounts relating to the Project. The Fund may finance the cost of such audit by withdrawal from the Loan and/or Grant Accounts.

**SECTION 9.04. Other Financial Reports and Information.**

In addition to the reports and information required by the foregoing provisions of this Article:

- (a) The Borrower/Recipient and the Project Parties shall promptly furnish to the Fund such other reports and information as the Fund shall reasonably request on any financial matter relating to the Financing or the Project or any Project Party.
- (b) The Borrower/Recipient and the Guarantor shall promptly inform the Fund of any condition that interferes with, or threatens to interfere with, the maintenance of Loan Service Payments.
- (c) The Project Member State shall promptly furnish to the Fund all information that the Fund may reasonably request with respect to financial and economic conditions in its territory, including its balance of payments and its external debt.

**ARTICLE X - COOPERATION**

**SECTION 10.01. Cooperation, Generally.**

The Fund, the Cooperating Institution and each Project Party shall cooperate fully to ensure that the objectives of the Project are achieved.

**SECTION 10.02. Exchange of Views.**

The Fund, the Borrower/Recipient and the Lead Project Agency shall, from time to time at the request of any one of them, exchange views on the Project, the Financing, or any Project Party.

**SECTION 10.03. Visits, Inspections and Enquiries.**

The Borrower/Recipient and the Project Parties shall enable agents and representatives of the Fund from time to time to:

- (a) visit and inspect the Project, including any and all sites, works, equipment and other goods used for Project-related purposes;
- (b) examine the originals and take copies of any data, accounts, records and documents relevant to the Financing, the Project, or any Project Party; and
- (c) visit, communicate with and make enquiries of all Project personnel and any staff member of any Project Party.

**SECTION 10.04. Audits Initiated by the Fund.**

The Borrower/Recipient and the Project Parties shall permit auditors designated by the Fund to audit the records and accounts relating to the Project. The Borrower/Recipient and the Project Parties shall cooperate fully with any such audit and accord the auditors the full rights and privileges of agents or representatives of the Fund under Section 10.03. With the exception of audits carried out in accordance with Section 9.03(c), the Fund shall bear the cost of such audits.

**SECTION 10.05. Evaluations of the Project.**

(a) The Borrower/Recipient and each Project Party shall facilitate all evaluations and reviews of the Project that the Fund may carry out during the Project Implementation Period and for ten (10) years thereafter.

(b) As used in this Section, the term "facilitate", in addition to full compliance with Articles VIII, IX and this Article X in respect of such evaluations and reviews, includes providing timely logistical support by making available Project personnel and equipment and promptly taking such other action as the Fund may request in connection with such evaluations and reviews, but does not include incurring out-of-pocket expenses.

**SECTION 10.06. Country Portfolio Reviews.**

The Project Member State shall permit the agents and representatives of the Fund, in consultation with the Project Member State, to enter its territory from time to time to exchange views with such persons, visit such sites, and examine such data, records and documents as the Fund may reasonably request in order to carry out a general review of all projects and programmes financed, in whole or in part, by the Fund in its territory and all financing extended by the Fund to the Project Member State. The Project Member State shall ensure that all concerned parties cooperate fully in such review.

**ARTICLE XI - TAXATION**

**SECTION 11.01. Taxation.**

(a) The Financing and all Loan Service Payments shall be exempt from all Taxes, and all Loan Service Payments shall be made free and clear of Taxes.

(b) The Agreement shall be exempt from any Taxes on signature, delivery or registration.

(c) The use of any proceeds of the Financing to pay for Taxes is subject to the Fund's policy of requiring economy and efficiency in the use of its Financing. Therefore, if the Fund at any time determines that the amount of any such Tax is excessive, discriminatory or otherwise unreasonable, the Fund may, by notice to the Borrower/Recipient, reduce the percentages of Eligible Expenditures to be financed by the Financing which are specified in the Financing Agreement.

**SECTION 11.02. Tax Refunds.**

If the Fund determines at any time that any amount of Financing proceeds have been used to pay Taxes that it has determined to be excessive, discriminatory or otherwise unreasonable, it may require the Borrower/Recipient, by written notice, to refund such amount promptly to the Fund. Upon receipt thereof, the Fund shall credit the Loan and/or Grant Accounts in the amount of such refund.

**ARTICLE XII - REMEDIES OF THE FUND**

**SECTION 12.01. Suspension by the Fund.**

(a) Whenever any of the following events has occurred and is continuing, the Fund may suspend, in whole or in part, the right of the Borrower/Recipient to request withdrawals from the Loan and/or Grant Accounts:

- (i) The Borrower has failed to make any Loan Service Payment when due, whether or not the Guarantor or any other third party has made such Loan Service Payment.

- (ii) *The Borrower/Recipient has failed to make any payment due under any other Financing Agreement, Guarantee Agreement, or other financial obligation of any kind of the Borrower/Recipient to the Fund, whether or not any third party has made such payment.*
- (iii) *The Guarantor has failed to make any Loan Service Payment when due.*
- (iv) *The Guarantor has failed to make any payment due under any other Financing or Guarantee Agreement between the Guarantor and the Fund, or other financial obligation of any kind of the Guarantor to the Fund.*
- (v) *The Fund has determined that the Project has failed to fulfil, or is unlikely to fulfil in a timely manner, its purposes as stated in the Agreement.*
- (vi) *The Fund has determined that a situation has arisen which may make it improbable that the Project can be successfully carried out or that any Project Party will be able to perform any of its obligations under any Agreement.*
- (vii) *The Project Member State has been suspended from membership in the Fund or ceased to be a Member State; or the Project Member State has delivered a notice of its intention to withdraw from the Fund.*
- (viii) *Any representation made by the Borrower/Recipient, the Guarantor, or any Project Party in any Agreement, or any statement furnished in connection therewith and relied upon by the Fund in making the Financing, is incorrect or misleading in any material respect.*
- (ix) *If the Borrower/Recipient is not a Member State, the Fund has determined that any material adverse change in the condition of the Borrower/Recipient has occurred.*
- (x) *Either the Borrower/Recipient or the Guarantor has been unable to pay its debts generally as they come due.*
- (xi) *Any competent authority has taken action for the dissolution of the Lead Project Agency or suspension of its operations.*
- (xii) *Any competent authority has taken action for the dissolution of any Project Party (other than the Lead Project Agency) or suspension of its operations, and the Fund has determined that such dissolution or suspension is likely to have a material adverse effect on the Project.*
- (xiii) *The Borrower/Recipient has failed to make any funds, facilities, services and other resources available to the Project Parties in accordance with Sections 7.02 or 7.03.*
- (xiv) *The Fund has not received any audit report or other document referred to in Article VIII (Implementation Reporting and Information) or Article IX (Financial Reporting and Information) within the time prescribed therefor in the Agreements, or the audit report is not fully satisfactory to the Fund, or the Borrower/Recipient or any other Project Party has otherwise failed to perform its obligations under Article VIII or IX.*
- (xv) *The Lead Project Agency or any other Project Party has failed to perform any of its obligations under a Project Agreement.*
- (xvi) *The Borrower/Recipient or the Lead Project Agency has failed to perform any of its obligations under any Subsidiary Agreement.*
- (xvii) *Any Project Party (other than the Lead Project Agency) has failed to perform any of its obligations under any Subsidiary Agreement, and the Fund has determined that such failure has had, or is likely to have, a material adverse effect on the Project.*
- (xviii) *Any Subsidiary Agreement or any provision thereof has been assigned, waived, suspended, terminated, amended or otherwise modified without the prior consent of the*

Fund, and the Fund has determined that such assignment, waiver, suspension, termination, amendment or modification has had, or is likely to have, a material adverse effect on the Project.

- (xix) The Fund has suspended, in whole or in part, the right of the Borrower/Recipient or the Guarantor to request or make withdrawals under any other Agreement with the Fund.
- (xx) The Borrower/Recipient or any Project Party has failed to perform any other obligation under the Financing Agreement or any other Agreement.
- (xxi) The Fund determines that any amount of the Financing has been used to finance an expenditure other than an Eligible Expenditure.
- (xxii) The Fund, after consultation with the Borrower/Recipient, has determined that the material benefits of the Project are not adequately reaching the Target Population, or are benefiting persons other than the Target Population to the detriment of the Target Population.
- (xxiii) The Borrower/Recipient has defaulted in the performance of any Special Covenant set forth in the relevant Agreement, and such default has continued unremedied for a period of thirty (30) days, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Project.
- (xxiv) The Fund has given notice to the Borrower/Recipient that credible allegations of coercive, collusive, corrupt or fraudulent practices in connection with the Project have come to the attention of the Fund, and the Borrower/Recipient has failed to take timely and appropriate action to address the matters to the satisfaction of the Fund.
- (xxv) Procurement has not been or is not being carried out in accordance with the IFAD Procurement Guidelines.
- (xxvi) Upon the occurrence or non-occurrence, as the case may be, of any event specified in the relevant Agreement as an additional ground for suspension.

Such suspension shall become effective upon dispatch of notice by the Fund to the Borrower/Recipient and the Guarantor. Such suspension shall continue until the Fund has notified the Borrower/Recipient that the Borrower/Recipient's right to request withdrawals has been restored in whole or in part.

(b) If the audit report required by Section 9.03 has not been submitted to the Fund within six (6) months of the date on which it is due, the right of the Borrower/Recipient to request withdrawals from the Loan and/or Grant Accounts shall be suspended.

#### **SECTION 12.02. Cancellation by the Fund.**

(a) If any of the following events has occurred, the Fund may cancel in whole or in part the remaining amounts in the Loan and/or Grant Accounts:

- (i) The right of the Borrower/Recipient to request withdrawals from the Loan and/or Grant Accounts has been suspended under Section 12.01 with respect to any amount of the Financing for a continuous period of at least thirty (30) days.
- (ii) The Fund determines after consultation with the Borrower/Recipient that any amount of the Financing will not be required to finance the Project.
- (iii) After consultation with the Borrower/Recipient, the Fund determines that coercive, collusive, corrupt or fraudulent practices were engaged in by representatives of the Borrower/Recipient or any Project Party in respect of any expenditures incurred during the procurement or the carrying out of any contract financed by the Financing, and that the Borrower/Recipient has failed to take timely and appropriate action to remedy the situation.

- (iv) The Fund has determined that any amount of the Financing has been used to finance an expenditure other than an Eligible Expenditure and the Borrower/Recipient has failed to promptly refund such amount to the Fund upon the Fund's instructions.
- (v) The Fund has received any notice from the Guarantor terminating its obligations under the Guarantee Agreement.
- (vi) The Mid-Term Review has recommended that the Project be terminated.
- (vii) Upon the occurrence or non-occurrence, as the case may be, of any event specified in the relevant Financing Agreement as an additional ground for cancellation.

Such cancellation shall be effective upon dispatch of notice to the Borrower/Recipient.

(b) Any amounts remaining in the Loan and/or Grant Accounts shall be cancelled on the Financing Closing Date, except for any unwithdrawn balances of applications for withdrawal received by the Financing Closing Date and any amounts subject to undischarged Special Commitments, which shall be cancelled upon the full discharge of such Special Commitments.

**SECTION 12.03. Cancellation by the Borrower/Recipient.**

After consultation with the Fund and with the concurrence of the Guarantor, the Borrower/Recipient may by notice to the Fund cancel any unwithdrawn amount of the Financing, except for amounts subject to Special Commitment. Such cancellation shall become effective upon acknowledgement thereof by the Fund.

**SECTION 12.04. Applicability of Cancellation or Suspension.**

(a) No cancellation or suspension shall apply to amounts subject to any Special Commitment made by the Fund, unless such Special Commitment expressly provides otherwise.

(b) Except as expressly provided in this Article, all provisions of the Financing Agreement shall continue in full force and effect notwithstanding any cancellation or suspension.

**SECTION 12.05. Acceleration of Maturity.**

If at any time any of the following events has occurred, at any subsequent time during the continuance thereof, the Fund may declare the principal amount of the Loan then outstanding, together with all accrued interest and other charges thereon, to be immediately due and payable:

- (a) any event specified in paragraphs (v) through (xii), inclusive, of Section 12.01 has occurred;
- (b) the Fund has declared the principal of any other loan to the Borrower/Recipient or the Guarantor then outstanding to be immediately due and payable;
- (c) any event specified in paragraphs (i) through (iv), inclusive, of Section 12.01 has occurred and continues for a period of thirty (30) days;
- (d) any event specified in paragraphs (xiii) through (xxvi), inclusive, of Section 12.01 has occurred and continues for a period of sixty (60) days after notice thereof has been given by the Fund to the Borrower/Recipient and the Guarantor; or
- (e) any other event specified in the Financing Agreement for the purposes of this Section has occurred and has continued for the period, if any, specified in the Financing Agreement.

Such declaration shall be effective upon dispatch of notice to the Borrower/Recipient and the Guarantor, whereupon such principal, interest and other charges shall become due and payable immediately.

**SECTION 12.06. Other Remedies.**

The remedies of the Fund set forth in this Article shall not limit or otherwise prejudice any rights or remedies available to the Fund otherwise.

**ARTICLE XIII - ENTRY INTO FORCE AND TERMINATION**

**SECTION 13.01. Entry into Force.**

An Agreement or amendment thereto shall enter into force on the date when both the Fund and the Borrower/Recipient have signed it, unless the Agreement states that it is subject to ratification, in which case the Agreement shall enter into force on the date the Fund receives an instrument of ratification.

**SECTION 13.02. Termination before Withdrawal.**

The Fund may terminate the Agreement and all rights and obligations of the parties thereunder if:

- (a) before the date of first withdrawal from the Loan and/or Grant Accounts, any event of suspension specified in Section 12.01 has occurred; or
- (b) before the date of first withdrawal from the Loan and/or Grant Accounts, the Borrower/Recipient, the Guarantor or any other Project Party has taken any action inconsistent with the object and purpose of any Agreement.

**SECTION 13.03. Termination upon Full Performance.**

An Agreement and all obligations of the parties thereunder shall terminate when the entire principal amount of the Loan withdrawn from the Loan Account and all interest and other charges which shall have accrued on the Loan have been paid and when all other obligations of the Parties have been fully performed, or when agreed by the Parties.

**ARTICLE XIV - ENFORCEABILITY AND RELATED MATTERS**

**SECTION 14.01. Enforceability.**

The Agreement and the rights and obligations of the parties thereunder shall be valid and enforceable in accordance with their terms, regardless of any law to the contrary in the territory of the Project Member State.

**SECTION 14.02. Failure to Exercise Rights.**

No delay in exercising, or failure to exercise, any right, power or remedy of any party under an Agreement shall impair any such right, power or remedy, or be construed as a waiver thereof. No action or omission of any party in respect of any default under an Agreement shall impair any right, power or remedy of such party in respect of any subsequent default.

**SECTION 14.03. Rights and Remedies Cumulative.**

The rights and remedies of any party under an Agreement are cumulative and (except as otherwise expressly provided) not exclusive of any right or remedies that such party would otherwise have.

**SECTION 14.04. Arbitration.**

- (a) The parties to an Agreement shall endeavour to settle through amicable means any controversy between them in respect of such Agreement.

(b) Failing the settlement of a controversy through amicable means, the controversy shall be submitted to arbitration for settlement. The parties to the arbitration shall be the parties to the Agreement in controversy, except that the Guarantor may intervene or be interpleaded in any controversy that may affect its rights or obligations under the Guarantee Agreement.

(c) The Arbitral Tribunal shall consist of a single arbitrator appointed by agreement of the parties or, if they do not agree within three (3) months after proceedings are instituted under paragraph (d) below, by the President of the International Court of Justice or, failing appointment by him, by the Secretary-General of the United Nations. If the arbitrator shall resign, die or become unable to act, a successor arbitrator shall have all the powers and duties of such original arbitrator.

(d) An arbitration proceedings may be instituted under this Section upon notice by the party instituting such proceedings to the other party or parties. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration.

(e) The arbitration proceedings shall take place at such time and place as shall be fixed by the arbitrator.

(f) Subject to the provisions of this Section and except if the parties shall otherwise agree, the arbitrator shall decide all questions relating to his competence and shall determine the procedure for the arbitration proceedings.

(g) The arbitrator shall afford to all parties a fair hearing and shall render his award in writing. Such award may be rendered by default. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties. Each party shall abide by and comply with any such award rendered by the arbitrator in accordance with the provisions of this Section.

(h) The parties shall fix the amount of the remuneration of the arbitrator and such other persons as shall be required for the conduct of the arbitration proceedings. If the parties shall not agree on such amount before the arbitration proceedings begin, the arbitrator shall fix such amount as shall be reasonable under the circumstances. Each party shall defray its own expenses in the arbitration proceedings. The costs of the arbitrator shall be divided between and borne equally by the Fund on the one side and the other parties on the other side. Any question concerning the division of the arbitrator's costs among the parties or the procedure for payment of such costs shall be determined by the arbitrator.

(i) The provisions for arbitration set forth in this Section shall be instead of any other procedure for the settlement of controversies between the parties, and any claim by either party against the other party arising thereunder.

(j) If the award has not been complied with within thirty (30) days after the counterparts of the award have been delivered to the parties, any party may enter judgement upon, or institute a proceeding to enforce, the award in any court of competent jurisdiction against any other party. Such party may enforce such judgement by execution or may pursue any other appropriate remedy against such other party for the enforcement of the award.

(k) Service of any notice or process in connection with any proceeding under this Section or (to the extent that such remedy shall be available) in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 15.01. The parties may waive any and all other requirements for the service of any such notice or process.

## **ARTICLE XV - MISCELLANEOUS PROVISIONS**

### **SECTION 15.01. Communications.**

All notices, requests and other communications given or made under an Agreement shall be in writing. Except as otherwise expressly provided in the Agreement, any such notice, request or other communication shall be deemed duly given or made when delivered by hand, mail, telegram, cable,

facsimile or email to the party to which it is given or made at such party's address specified in the particular Agreement, or at such other address as such party may designate by notice to the other parties thereto.

**SECTION 15.02. Language of Reporting.**

The Borrower/Recipient and the Project Parties shall deliver all reports and information to the Fund in the language of the Agreement, or in any other language agreed by the Parties.

**SECTION 15.03. Authority to Take Action.**

The representative or agent so designated in any Agreement, or another person duly authorized in writing by such representative or agent, may take any action and sign any document in connection with such Agreement on behalf of such party.

**SECTION 15.04. Evidence of Authority.**

Upon request by the Fund, the Borrower/Recipient, the Guarantor and any Project Party shall furnish to the Fund sufficient evidence of the authority of the person or persons referred to in Section 15.03, and the authenticated specimen signature of each such person.

**SECTION 15.05. Modifications of the Agreement.**

The parties may agree from time to time to modify the terms and conditions of an Agreement (including, but not limited to, the terms and conditions of these General Conditions as applied thereto) or the application of the Agreement. Any amendment to an Agreement shall enter into force in accordance with the provisions of Section 13.01 hereof, unless the parties agree otherwise.

**SECTION 15.06. Change of Entity or Representative.**

If a party wishes to appoint any successor to, reassigns the responsibilities of, or changes the designation or address of any of the entities specified in an Agreement, such party shall give notice thereof to the other parties. Upon acceptance by the other parties, such new entity shall constitute the entity fully responsible for carrying out the functions assigned to its predecessor under the Agreement.

**SECTION 15.07. Signature of the Agreement.**

The signature of an Agreement by a party shall constitute the expression of such party's consent to be bound thereby, subject only to any ratification or authorisation required by a rule of internal law of fundamental importance and disclosed to the other party in writing before such signature.