

LOAN CONTRACT No. 3422/BL-GY

between the

CO-OPERATIVE REPUBLIC OF GUYANA

and the

INTER-AMERICAN DEVELOPMENT BANK

Environment Sector Strengthening - II

February 19, 2015

LOAN CONTRACT

SPECIAL CONDITIONS

INTRODUCTION

Parties, Constituent Elements and Executing Agency

1. PARTIES AND PURPOSE OF THE CONTRACT

CONTRACT entered into on February 19, 2015 between the CO-OPERATIVE REPUBLIC OF GUYANA, hereinafter referred to as the "Borrower", and the INTER-AMERICAN DEVELOPMENT BANK, hereinafter referred to as the "Bank", to cooperate in the execution of program for Environment Sector Strengthening - II, hereinafter referred to as the "Program".

2. CONSTITUENT ELEMENTS OF THE CONTRACT AND REFERENCE TO THE GENERAL CONDITIONS

(a) This Contract consists of these Special Conditions, and the General Conditions attached hereto. If any provision of the Special Conditions should present any inconsistency or contradiction with the General Conditions, the provisions of the Special Conditions shall prevail. The principle of specific rules shall prevail over general rules.

(b) Rules for the application of amortization, interest, credit fee, inspection and supervision, disbursement, obligations relating to currencies, participations, renunciation of part of the financing, transactions falling due in public holidays, place of payments, application of payments, advance payments, receipt and promissory notes clauses, as well as other conditions related to Program execution, are established in detail in the General Conditions. The General Conditions also include general definitions.

3. EXECUTING AGENCY

The parties agree that the execution of the Program and the utilization of the resources of the financing from the Bank shall be carried out by the Borrower, through the Ministry of Finance ("MoF"), which for the purposes of this Contract shall be referred to as the "Executing Agency" or "MoF".

CHAPTER I

Amount of the Financing and Purpose

SECTION 1.01 Amount of the Financing. (a) In accordance with this Contract, the Bank agrees to grant to the Borrower, and the Borrower accepts, a "Financing", composed as follows:

- (i) up to the amount of eight million five hundred eighty thousand dollars (US\$8,580,000) chargeable to the resources of the Single Currency Facility of the ordinary capital resources of the Bank, hereinafter the "Ordinary Capital Financing;" and
- (ii) up to the amount of eight million five hundred eighty thousand dollars (US\$8,580,000) chargeable to the resources of the Fund for Special Operations, hereinafter the "Fund for Special Operations Financing".

(b) The amounts disbursed from the Financing shall constitute the "Loan". Unless otherwise stated in this Contract, the term "dollars" hereinafter signifies the currency of legal tender in the United States of America.

SECTION 1.02 Purpose. The main purpose of the Program is to continue the process of strengthening the governance and policy framework that supports the implementation of the Low Carbon Development Strategy (LCDS) started with the first operation of this series (Loan 3106/BL-GY), fostering enhancements of the regulatory, institutional and monitoring structures to support the implementation of the strategy. The program will be organized in four components: (i) macro-economic stability; (ii) regulatory framework to support the application of the LCDS and to reform forest-based economic sectors; (iii) institutional strengthening; and (iv) monitoring, reporting and verification system.

CHAPTER II

Amortization, Interest, General Inspection and Supervision and Credit Fee

SECTION 2.01 Amortization. (a) The Loan shall be completely repaid by the Borrower as set forth in Article 3.01 of the General Conditions.

(b) **Ordinary Capital Financing.** The first repayment installment of the portion of the Loan disbursed against the Ordinary Capital Financing shall be paid six (6) years from the date of signature of this Contract and the last installment shall be paid no later than thirty (30) years from the same date.

(c) **Fund for Special Operations Financing.** The portion of the Loan disbursed against the Fund for Special Operations Financing shall be repaid in one single installment forty (40) years from the date of signature of this Contract.

SECTION 2.02 Interest. (a) **Ordinary Capital Financing.** Interest payable on the portion of the Loan disbursed against the Ordinary Capital Financing shall accrue on the daily outstanding balances of such portion of the Loan and shall be at a rate determined pursuant to Article 3.04(a) of the General Conditions for a Single Currency Facility loan with a USD LIBOR-based Rate until the disbursed amount reaches a minimum amount for an automatic conversion, which would be the larger of three million dollars (US\$3,000,000) or twenty-five percent (25%) of the net approved amount of the Financing (*i.e.* approved minus cancelled amount of the Financing), moment at which

the Bank will apply a USD Fixed Rate over such amount, which will reflect the market conditions at the time of such conversion.

(b) **Fund for Special Operations Financing.** Interest payable on the portion of the Loan disbursed against the Fund for Special Operations Financing shall accrue on the daily outstanding balances of such portion of the Loan at the rate set forth in Article 3.04(b) of the General Conditions.

(c) Interest shall be payable semiannually beginning six (6) months from the effective date of this Contract.

SECTION 2.03 Resources for General Inspection and Supervision. During the disbursement period, resources of the Financing shall not be allocated to cover the Bank's expenses for general inspection and supervision, unless otherwise established by the Bank during said period as a result of its periodic review of financial charges, in accordance with the applicable provisions of the Bank's policy on lending rate methodology in ordinary capital loans, and the Borrower is notified by the Bank in this regard. Under no circumstance shall there be a charge for this purpose in any semester which is greater than the amount which results from applying 1% to the amount of the Financing, divided by the number of semesters included in the original disbursement period.

SECTION 2.04 Credit Fee. The Borrower shall pay a credit fee at a percentage that will be established by the Bank on a periodic basis as a result of its review of financial charges, in accordance with the applicable provisions of the Bank's policy on lending rate methodology in Ordinary Capital loans; provided that, under no circumstance, may it exceed the percentage contemplated in Article 3.02 of the General Conditions.

CHAPTER III

Conditions Concerning Disbursements

SECTION 3.01 General Provision. (a) The amount of the Financing shall be disbursed in dollars chargeable to the resources of the Single Currency Facility of the Ordinary Capital of the Bank, in the case of the Ordinary Capital Financing, and to the Fund for Special Operations in the case of the Fund for Special Operations Financing.

(b) The Bank will make the disbursement in one (1) tranche up to the amount of seventeen million one hundred and sixty thousand dollars (US\$17,160,000). The disbursement of the Financing will be subject to the compliance by the Borrower of the conditions precedent set forth in this Chapter and the conditions and procedures established in Chapter IV of the General Conditions.

SECTION 3.02 Special Conditions Prior to all the Disbursements. The disbursement of the Financing will be subject, in addition to the conditions precedent stipulated in Articles 4.01 and 4.03 of the General Conditions, to the compliance by the Borrower of the following provisions:

(a) The Borrower maintains a macroeconomic framework that allows the achievement of the objectives of the Program and is consistent with the Policy Letter described in Section 4.01 of these Special Conditions; and

(b) The Borrower maintains open the special account referred to in Article 4.01(c) of the General Conditions.

SECTION 3.03 Special conditions prior to the disbursement of the only tranche of the Financing. The Bank shall only initiate the disbursement of the resources of the Financing after the Borrower has complied, to the satisfaction of the Bank, in addition to the conditions precedent set forth in Articles 4.01 and 4.03 of the General Conditions and in Section 3.02 of these Special Conditions, with the following requirements:

A. REGULATORY FRAMEWORK TO SUPPORT THE APPLICATION OF THE LCDS AND TO REFORM FOREST-BASED ECONOMIC SECTORS

1. That the LCDS update is implemented, that the Amerindian Development Fund has been established and funded, and that at least two new projects in the areas of institutional strengthening and support for community development plans by Amerindian Communities have been defined and have started preparation or been approved.
2. That consultations with affected indigenous groups concerning the following processes continue and that their participation is facilitated:
 - a. LCDS; and
 - b. REDD+ Stakeholders Awareness Plan
3. That a review of the Environmental Protection Agency's (EPA) regulation and guidelines is completed. This review must include at least recommendations in the following areas:
 - a. Strengthen the EPA to have overarching responsibilities for environmental compliance in Guyana; and
 - b. Enhance EPA's capacity to manage environmental and social impacts of development activities in all sectors of the country through the contracting of additional directive and technical staff, specialized expertise and advice, as well as the preparation of EPA's Compliance and Enforcement Regulations.
4. That amendments and/or regulations are drafted in order to ensure consistency with Ministry of Natural Resources and Environment's (MNRE) mandate, in the context of the following acts:
 - a. Mining Act
 - b. Guyana Lands & Surveys Commission Act; and

c. **Protected Areas Act**

5. That draft amendments to guidelines in the forestry sector are prepared, in a code of practice for small and large operators.
6. That the second definition of the legality of the agreement within the context of the Voluntary Partnership Agreement is approved.
7. That a draft Opt-In Mechanism Strategy is prepared for review by the stakeholders.
8. That the National Land Use Plan and at least three Regional Land Use Plans are approved, and a public awareness mechanism is adopted and regional development stemming from the recommendations of the Plan.

B. INSTITUTIONAL STRENGTHENING

9. That the MNRE's institutional structure is strengthened and enhanced according to the MNRE Strategic Plan, particularly that the MNRE:
 - a. Has developed a Monitoring and Evaluation (M&E) Framework to coordinate the MNRE's Strategic Plan while appropriately staffed to carry out its functions;
 - b. Has strengthened the Land Use Planning and Coordination to ensure effective planning, management and monitoring of natural resources; and
 - c. Has strengthened the Land Reclamation Committee through instituting a procedural mechanism.
10. That the Government of Guyana approves and ratifies the Minamata Convention on Mercury, and that MNRE takes steps to improve its capacity to implement and adequately apply environmental regulations, in particular in the mining sector to improve gold recovery and mercury abatement.
11. That the MNRE creates an instrument to harmonize the relations between the ministry and indigenous groups and agencies.
12. That the training programs promoting best practices in the mining sector are developed and delivered, while sustainable forest management practices continue to be implemented within the forestry sector through community training programs.
13. Completion of an Inception Report for the scoping study that will provide recommendations to MNRE on the implementation of the Extractive Industry Transparency Initiative (EITI).

14. That the Mercury-Free Mining Development Fund has been established to provide incentives for the adoption of new technologies and recognized best practices.
15. That a National Log Tracking System is implemented.

C. MONITORING & EVALUATION

16. That an integrated access system for planning mapping, management and monitoring of forest cover data is formalized between all agencies and coordinated by the MNRE.
17. That the following reports from the Monitoring, Reporting and Verification System are completed:
 - a. Report on Forest Carbon Emissions and Removals following Intergovernmental Panel on Climate Change Guidance.
 - b. Report on Forest Degradation integrated within MRVS Interim Measures Reporting.

SECTION 3.04 Disbursement Period. The period for the disbursement of the resources of the Financing shall be twelve (12) months from the effective date of this Contract.

SECTION 3.05 Goods Excluded from the Financing. (a) No disbursement from the resources of the Financing shall be made for expenditures on:

- (i) imported goods included in the groups or sub-groups of the United Nations Standard International Trade Classification (SITC) list, as indicated in Section 3.06 of these Special Conditions;
- (ii) imported goods acquired under contracts in an amount less than ten thousand dollars (US\$10,000) equivalent;
- (iii) imported goods financed in foreign exchange, under medium or long terms;
- (iv) imported luxury goods;
- (v) imported weapons;
- (vi) imported goods for the use of the armed forces; and
- (vi) imported goods from countries that are not members of the Bank.

(b) If the Bank determines at any time that resources of the Financing have been used to pay expenditures incurred in any of the goods referred to in subsection (a) of this Section, the Borrower will have to immediately reimburse to the Bank or to the special account referred to in subsection (c) of Article 4.01 of the General Conditions, as the Bank may determine, the total amount of the resources of the Financing used for the payment of goods excluded from the Financing.

SECTION 3.06 Negative List. The goods referred to in subsection (i) of Section 3.05 of these Special Conditions are included in the following groups and sub-groups of the United Nations Standard International Trade Classification (SITC)¹, including any amendment that may be made to these groups or sub-groups and of which the Bank shall notify the Borrower:

<u>GROUPS</u>	<u>SUB-GROUPS</u>	<u>DESCRIPTION OF ITEM</u>
112	-	Alcoholic beverages
121	-	Tobacco, unmanufactured tobacco refuse
122	-	Tobacco, manufactured (whether or not containing tobacco substitutes)
525	-	Radioactive and associated materials
667	-	Pearls, precious and semi-precious stones, worked or unworked
718	718.7	Nuclear reactors, and parts thereof, fuel elements (cartridges), non-irradiated for nuclear reactors
897	897.3	Jewelry of gold, silver or platinum group metals (except watches, and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971	-	Gold, non-monetary (excluding gold ores and concentrates)

CHAPTER IV

Execution of the Program

SECTION 4.01 Policy Letter. The Borrower and the Bank have agreed on the content of the Policy Letter dated November 17, 2014. The Policy Letter describes the objectives, policies and actions to be implemented in order to achieve the objective of the Program. It also reflects the Borrower's commitment with the execution of the Program, and with the provision established in Section 4.04 of these Special Conditions.

¹ See the Standard International Trade Classification, Revision 3 (SITC, Rev. 3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev. 3 (1986).

SECTION 4.02 **Periodic Meetings.** (a) The Borrower and the Bank shall meet at least every six (6) months at the request of either party and on the date and at the place agreed upon, to exchange views on: (i) the general progress achieved in carrying out the Program, compliance with the obligations set forth in Sections 3.02 and 3.03 of these Special Conditions, and performance of the commitments undertaken in the Policy Letter; and (ii) the consistency of the Co-operative Republic of Guyana's macroeconomic framework with the objectives of the Program. Prior to such exchange of views, the Borrower shall furnish to the Bank, for its review and comment, a report in such detail as the Bank shall reasonably request on the fulfillment of the obligations referred to in subparagraphs (i) and (ii) of this Section.

(b) If from the review of the Program's reports, the Bank does not find satisfactory the implementation of the Program, the Borrower undertakes to present to the Bank within thirty (30) days from the date the Bank has been notified, the plans or reports necessary to correctly implement the Program, along with a timetable for its implementation.

SECTION 4.03 **Ex-post Evaluation.** The Borrower agrees to, directly or through the Executing Agency, cooperate in the evaluation of the Program to be carried out by the Bank after the Program's execution, with the purpose of identifying to the extent possible whether or not the objectives of the Program have been reached, and to provide to the Bank all the information, data and documentation that the Bank may request to carry out said evaluation.

SECTION 4.04 **Modification of Legal Provisions and Basic Regulations.** The parties agree that, when changes are approved in the macroeconomic and sector policies indicated in the letter referred to in Section 4.01 of these Special Conditions, or in the legal provisions or in the basic regulations of the Executing Agency, and the Bank considers that said changes can substantially affect the Program, the Bank will have the right to request to the Borrower all necessary and reasonable information, with the purpose of determining whether said changes can or can not have a substantial adverse effect in the execution of the Program. The Bank, after receiving and analyzing the information provided by the Borrower, will take the measures it deems necessary in accordance with the provisions set forth in this Contract.

CHAPTER V

Records, Inspections, and Reports

SECTION 5.01 **Records, Inspections, and Reports.** Resources of the Financing will be deposited in the Special Account or in the Special Accounts exclusively designated for the Program. The Borrower agrees to maintain separate accounting records, and an adequate internal control system, in accordance with Article 6.01 of the General Conditions.

SECTION 5.02 **Audits.** The Borrower shall furnish to the Bank, upon its request, an audited report with respect to any disbursement of resources of the Financing, duly certified by independent auditors acceptable to the Bank, in accordance with terms of reference previously agreed upon with the Bank.

CHAPTER VI

Miscellaneous Provisions

SECTION 6.01 **Entry into Effect**. The parties agree that this Contract shall enter into effect on the date of its signature.

SECTION 6.02 **Termination**. Payment in full of the Loan and of all interest and fees shall terminate this Contract and all obligations arising thereunder.

SECTION 6.03 **Validity**. The rights and obligations established in this Contract are valid and enforceable in accordance with its terms, regardless of the laws of any given country.

SECTION 6.04 **Communications**. Any notice, request, or communication from one party to another by virtue of this Contract shall be made in writing and shall be considered to have been made when the relevant document is delivered to the addressee at the respective address given below, unless the parties agree otherwise in writing:

For the Borrower:

Mailing address:

Ministry of Finance
Main & Urquhart Streets
Georgetown
Guyana

Facsimile: (592) 226-1284

For the Bank:

Mailing address:

Inter-American Development Bank
1300 New York Avenue, N.W.
Washington, D.C. 20577
U.S.A.

Facsimile: (202) 623-3096

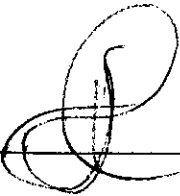
CHAPTER VII

Arbitration

SECTION 7.01 **Commitment to Arbitrate.** For the solution of any controversy which may arise out of this Contract and which is not resolved by agreement between the parties, they unconditionally and irrevocably submit themselves to the procedure and ruling of the Arbitration Tribunal referred to in Chapter VIII of the General Conditions.

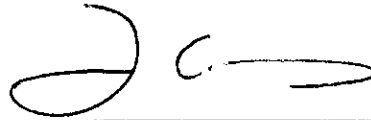
IN WITNESS WHEREOF, the Borrower and the Bank, each acting through its authorized representative, have signed this Contract in two (2) equally authentic originals in Freeport, Grand Bahama, The Bahamas, on the date above written.

CO-OPERATIVE REPUBLIC OF
GUYANA



Dr. Ashni Singh
Minister of Finance

INTER-AMERICAN DEVELOPMENT
BANK



Luis Alberto Moreno
President of the Bank

PART TWO

GENERAL CONDITIONS

April 2014

CHAPTER I

Application of the General Conditions

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

CHAPTER II

Definitions

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

- (a) "Bank" means the Inter-American Development Bank.
- (b) "Bank's Cost of Funding" means a cost margin calculated quarterly relative to a three (3)-month LIBOR Dollar Interest Rate, using the weighted average cost of funding instruments applicable to the Single Currency Facility, expressed in terms of an annual percentage, as determined by the Bank.
- (c) "Bank Group" means the Bank, the Inter-American Investment Corporation and the Multilateral Investment Fund.
- (d) "Board" means the Board of Executive Directors of the Bank.
- (e) "Borrower" means the party to which the Financing is made available.
- (f) "Calculation Agent" means the Bank, except for the use of such term in the definition of LIBOR Interest Rate, in which case it will have the meaning assigned to it in the 2006 ISDA Definitions, in accordance with the publication of *the International Swaps and Derivatives Association, Inc.*, as amended and supplemented. Any determination made by the Calculation Agent shall be final, conclusive and binding on the parties (except in the case of manifest error), and, if

made by the Bank as Calculation Agent, shall be duly documented and made in good faith and in a commercially reasonable manner.

(g) "Contract" means the entirety of the Special Conditions, the General Conditions and the Annexes.

(h) "Convertible Currency" or "Currency of a country other than that of the Borrower" means any currency which is legal tender in a country other than that of the Borrower, the Special Drawing Rights of the International Monetary Fund, and any other unit which represents the debt service obligation of a borrowing by the Bank.

(i) "Determination Date of the LIBOR Interest Rate for each Quarter" means the 15th day of the months of January, April, July and October of each calendar year. The LIBOR Interest Rate determined by the Bank on an Interest Rate Determination Date of the LIBOR for each Quarter shall apply retroactively to the first fifteen (15) days of the respective Quarter, and shall continue to apply through and including the last day of the Quarter.

(j) "Determination Date of the Fixed Base Rate" means the 15th day of the months of January, April, July and October of each calendar year, following the date in which the minimum amount of an automatic conversion between the greater of three million Dollars (US\$3,000,000) and 25% of the net amount of the Financing (amount of the Financing minus cancellations) is reached.

(k) "Dollar" or "Dollars" means dollar or dollars of the United States of America, unless otherwise stated.

(l) "Effective Date" means the date on which the Loan Contract acquires full legal validity pursuant to the provisions of Section 6.01 of the Special Conditions.

(m) "Executing Agency/Agencies" means the entity/entities responsible for executing all or part of the Project.

(m) "Financing" means the funds which the Bank has agreed to make available to the Borrower and comprises the Ordinary Capital Financing and the Fund for Special Operations Financing.

(n) "Fixed Base Rate" means the market swap rate on the effective date of the LIBOR-based Rate fixing.

(o) "Fixed Interest Rate" means the sum of: (i) the Fixed Base Rate, as defined in Article 2.01(bb) of these General Conditions, plus (ii) the Ordinary Capital lending spread expressed in basis points (bps) which shall be periodically determined by the Bank.

(p) "Fund for Special Operations" means the Bank's Fund for Special Operations.

(q) "Fund for Special Operations Financing" means the portion of the Financing chargeable to the Fund for Special Operations.

(r) "General Conditions" means the entirety of articles which comprise Part Two of this Contract, which reflect the basic policies of the Bank uniformly applicable to its contracts for loans supporting policy reform programs.

(s) "Guarantor" means the party which guarantees the fulfillment of the obligations contracted by the Borrower and which assumes other obligations for which it is liable in accordance with the Guarantee Contract.

(t) "LIBOR -Based Interest Rate" means the sum of (i) the LIBOR Interest Rate, as defined in Article 2.01 (z) below; (ii) plus or minus the Bank's Cost of Funding determined on an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter.

(u) "LIBOR Interest Rate"¹ means the "USD-LIBOR-ICE", which is the rate administered by ICE Benchmark Administration (or any other entity which takes over the administration of that rate) for deposits in Dollars for a period of three (3) months that appears on the relevant page of the pages Bloomberg Financial Markets Service or Reuters Service, or on the relevant pages of any other service selected by the Bank that displays such rate, as of 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding the Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter. If such LIBOR Interest Rate does not appear on the relevant page, the LIBOR Interest Rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined as if the parties had specified "USD-LIBOR-Reference Banks" as the applicable LIBOR Interest Rate. For these purposes, "USD-LIBOR-Reference Banks" means that the LIBOR Interest Rate for an Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be determined on the basis of the rates at which deposits in Dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two (2) London Banking Days preceding that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter to prime banks in the London interbank market for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. The Calculation Agent or Agents utilized by the Bank will request the principal London office of each of the Reference Banks to provide a quotation of the LIBOR Interest Rate. If at least two (2) quotations are provided, the LIBOR Interest Rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the quotations. If fewer than two (2) quotations are provided as requested, the LIBOR Interest Rate for that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter will be the arithmetic mean of the rates quoted by the major banks in New York City, selected by the Calculation Agent or Agents utilized by the Bank, at approximately 11:00 a.m., New York time, for loans in Dollars to the leading European banks for a period of three (3) months commencing on that Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter and in a Representative Amount. If more than one Calculation Agent provides a LIBOR

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

Interest Rate to the Bank as a result of the procedure described above, the Bank will determine, at its own discretion, the applicable LIBOR Interest Rate for each Quarter for the Interest Rate Determination Date, based on the interest rates received from the Calculation Agents. For purposes of the foregoing provision, if the Interest Rate Determination Date of the LIBOR-Based Interest Rate for each Quarter is not a Banking Day in New York City, the LIBOR Interest Rates quoted on the first day immediately thereafter which is a Banking Day in New York shall be utilized.

(v) "Loan" means the funds disbursed from the Financing.

(w) "Ordinary Capital Financing" means the portion of the Financing chargeable to the Single Currency Facility.

(x) "Program" means the institutional or policy measures that the Borrower, the Executing Agency or the Guarantor must implement in order for the Bank to disburse the resources of the Financing.

(y) "Prohibited Practices" means the act(s) defined in Article 5.03 of these General Conditions.

(z) "Quarter" means each of the following three-month (3-month) periods of the calendar year: the period beginning on January 1 and ending on March 31; the period beginning on April 1 and ending on June 30; the period beginning on July 1 and ending on September 30; and the period beginning on October 1 and ending on December 31.

(aa) "Semester" means the first or second six months of a calendar year.

(bb) "Single Currency Facility" means the facility the Bank has established to lend in certain convertible currencies which the Bank selects from time to time.

(cc) "Special Conditions" means the entirety of the provisions which comprise Part One of this Contract and contain the particular terms of the operation.

CHAPTER III

Amortization, Interest and Credit Fee

ARTICLE 3.01. Dates of Payment of Amortization and Interest. (a) **Ordinary Capital Financing.** The Borrower shall amortize the portion of the Loan disbursed against the Ordinary Capital Financing in semiannual, consecutive, and, insofar as possible, equal installments on the same dates as those determined in accordance with Section 2.02 (c) of the Special Conditions for payment of interest.

(b) **Fund for Special Operations Financing.** The Borrower shall amortize the portion of the Loan disbursed against the Fund for Special Operations Financing in one installment payable on the date set forth in Section 2.01(c) of the Special Conditions.

(c) If the date of signature of the Loan Contract falls between June 15th and 30th or between December 15th and 31st, the dates for the payment of interest shall be June 15th and December 15th, as the case may be.

ARTICLE 3.02. Credit Fee. (a) Ordinary Capital Financing. The Borrower shall pay on the undisbursed balance of the Ordinary Capital Financing a credit fee, which shall begin to accrue sixty (60) days after the date of signature of the Contract. The amount of said fee shall be as indicated in the Special Conditions and under no circumstance may exceed 0.75% per annum. The fee shall be payable in Dollars, on the same dates as those specified for the payment of interest pursuant to the provisions of the Special Conditions.

(b) The credit fee shall cease to accrue in full or in part, as the case may be, to the extent that: (i) the respective disbursements have been made; or (ii) the Financing has been cancelled totally or partially pursuant to Articles 3.14, 3.15 and 4.02 or 5.02 of these General Conditions and the relevant provisions of the Special Conditions.

(c) **Fund for Special Operations Financing.** The Borrower shall not pay a credit fee with respect to the Fund for Special Operations Financing.

ARTICLE 3.03. Computation of Interest and Credit Fee. The interest and credit fee shall be calculated according to the exact number of days in the respective Semester.

ARTICLE 3.04. Interest. (a) Ordinary Capital Financing. (i) Interest shall be charged on the daily outstanding balances of the Loan until the Determination Date of the Fixed Base Rate, at an annual rate for each Quarter as determined by the Bank on the Determination Date of the LIBOR-Based Interest Rate for each Quarter, calculated as follows: (A) the LIBOR-Based Interest Rate; (B) plus the Ordinary Capital lending spread prevailing on the Determination Date of the LIBOR-Based Interest Rate for each Quarter, expressed as a percentage per annum.

(ii) From the Determination Date of the Fixed Base Rate, interest shall be charged on the daily outstanding balances of the Loan at an annual fixed rate as determined by the Bank on the Determination Date of the Fixed Base Rate, calculated as follows: (A) the respective Fixed Base Rate as defined in Article 2.01(n) of these General Conditions; (B) plus the Ordinary Capital lending spread prevailing on the Determination Date of the LIBOR-Based Interest Rate for each Quarter, expressed as a percentage per annum. The Bank shall promptly notify the Borrower of the Fixed Base Rate upon its determination, according to Article 2.01(n) of these General Conditions.

(iii) The Borrower and Guarantor expressly acknowledge and agree that: (A) the LIBOR Interest Rate referred to in Article 2.01(d) above, and the Bank's cost of Funding referred to in Article 2.01(c) above, may be subject to significant fluctuations during the life of the Loan and, therefore, the LIBOR-Based Interest Rate may involve significant financial risks to the Borrower and the Guarantor; and (B) any risk of fluctuations in the LIBOR-Based Interest Rate is assumed entirely by the Borrower and the Guarantor, if applicable.

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

(b) **Fund for Special Operations Financing.** The interest rate chargeable to the portion of the Loan disbursed against the Fund for Special Operations Financing shall be 0.25% per annum.

ARTICLE 3.05. Currency Obligations. All payments of amortization and interest shall be made in the currency disbursed.

ARTICLE 3.06. Rate of Exchange. The rate of exchange to be used to determine the equivalency of the currency of the Borrower's country, in relation to Dollars, shall be as follows:

- (i) The rate of exchange pursuant to the understanding in force between the Bank and the respective member country for the purposes of maintaining the value of the currency in conformity with the provisions of Article V, Section 3 of the Agreement Establishing the Bank.
- (ii) Should there be no agreement in force between the Bank and the respective member country with regard to the rate of exchange to be applied for the purpose of maintaining the value of its currency held by the Bank, the latter shall have the right to require that the rate of exchange to be applied for the purposes of payment of amortization and interest shall be that which on the due date is utilized by the Central Bank of the member country or by the corresponding monetary authority to sell dollars to residents of such country, other than government agencies, for the following transactions: (a) payment of principal and interest due; (b) remittance of dividends or other income from capital investments in the respective country; and (c) remittance of investment capital. In the event that there is no uniform rate of exchange for these three types of operations, the highest rate shall be applied, i.e., the rate representing the highest number of units of the currency of such country per dollar.
- (iii) If, on the date on which the payment is due, the foregoing rule cannot be applied because the operations referred to do not exist, payment shall be made on the basis of the most recent rate of exchange used for such operations within the thirty (30) days preceding the respective due date.

- (iv) If, notwithstanding the application of the foregoing rules, the effective rate of exchange for the purpose of determining payment cannot be ascertained, or if discrepancies arise in the determination thereof, the determination of the Bank shall prevail, taking into consideration the realities of the foreign exchange market of the member country concerned.
- (v) If, due to non-compliance with the foregoing rules, the Bank considers that any payment made in the respective currency has been insufficient, it shall so notify the Borrower immediately in order that the latter shall pay the difference within a period not greater than thirty (30) business days from receipt of the notification. If, on the other hand, the sum received by the Bank is higher than that due, it shall return the excess amount within the same time period.
- (vi) In case of a delayed payment the Bank may require that the rate of exchange in effect at the time of payment be applied.

ARTICLE 3.07 Valuation of Convertible Currencies. Whenever it shall be necessary pursuant to this Contract to determine the value of a currency of a country other than that of the Borrower in terms of another currency, such value shall be as reasonably determined by the Bank.

ARTICLE 3.08. Participations. (a) The Bank may cede to other public or private institutions, in the form of participations, the rights corresponding to the Borrower's pecuniary obligations under this Contract. The Bank shall promptly notify the Borrower of each assignment.

(b) Participations may be granted in respect of either of the following: (i) amounts of the Loan disbursed prior to execution of the participation agreement; or (ii) amounts of the Financing which are still undisbursed at the time of the participation agreement's execution.

ARTICLE 3.09. Application of Payments. All payments shall be applied first to fees and interest due on the payment date, and if a balance exists, to the amortization of installments of principal due.

ARTICLE 3.10. Advance Payments. (a) Pursuant to an irrevocable request in writing to the Bank, accompanied by the written consent of the Guarantor, if any, of at least thirty (30) days, the Borrower may prepay, on one of the amortization payment dates, all or part of the outstanding balance of the Loan, provided that on the payment date no sum is due and outstanding in respect of fees or interest. The Borrower shall specify in the notice the amount the Borrower intends to prepay.

(b) Each partial advance payment shall be applied to the portion of the Loan disbursed against the Ordinary Capital Financing and the portion of the Loan disbursed against the Fund for Special Operations Financing in the same proportion that each represents of the total Financing. The part of the partial advance allocated to the Ordinary Capital Financing shall be applied *pro rata* to each unpaid installments of principal. The Borrower may not prepay the outstanding balance of a

Loan disbursed against the Ordinary Capital Financing in an amount lower than three million Dollars (US\$3,000,000), unless the remaining outstanding balance of the Loan is lower than that amount. The part of the partial advance allocated to the Fund for Special Operations Financing shall be applied against the single amortization installment.

(c) Notwithstanding the provision of sub paragraph (b) above, in cases of partial or total prepayment of the outstanding balance of the Loan disbursed against the Ordinary Capital Financing, any gain or loss resulting from the cancellation or change of the Bank's funding associated with the corresponding prepayment will be either credited or charged by the Bank to the Borrower, as the case may be, within thirty (30) days from the date of prepayment. In the event of any gain, it will be credited in first to any amounts due and payable by the Borrower to the Bank. The Bank shall also charge the Borrower any cost the Bank may incur as a result of failure on the part of the Borrower to comply with the written request for partial or total prepayment of the outstanding balance of the Loan as requested in writing by the Borrower in accordance with the provisions of this Section.

ARTICLE 3.11. Receipts. At the request of the Bank, the Borrower shall sign and deliver to the Bank, upon the completion of disbursements, a receipt or receipts for the amounts disbursed. Likewise, the Borrower shall sign and deliver to the Bank, at its request, promissory notes or other negotiable instruments representing the Borrower's obligation to repay the Loan with the interest agreed upon in the Contract. Such documents shall be in the form prescribed by the Bank taking into account the applicable legal provisions of the country of the Borrower.

ARTICLE 3.12. Transactions Falling Due on Public Holidays. Any payment or other transaction which, pursuant to this Contract, should be effected on Saturday, Sunday or a day which is a banking holiday according to the law of the place where it is required to be made, shall be considered validly effected if carried out on the first business day immediately thereafter, and in such case no penalty whatsoever shall apply.

ARTICLE 3.13. Place of Payments. All payments shall be made at the principal office of the Bank in Washington, District of Columbia, United States of America, unless the Bank designates another place or places for this purpose by written notification to the Borrower.

ARTICLE 3.14. Renunciation of Part of the Financing. The Borrower, with the concurrence of the Guarantor, if any, may renounce, by written notice to the Bank, its right to utilize any portion of the Financing which has not been disbursed before the receipt of the notice. The renunciation shall be deemed to have been made in respect of the Ordinary Capital Financing and the Fund for Special Operations Financing, and shall be applied in the same proportion that each represents, of the total amount of the Financing.

ARTICLE 3.15. Automatic Cancellation of Part of the Financing. Unless the Bank and the Borrower and the Guarantor, if any, expressly agree in writing to extend the term for making disbursements, that portion of the Financing not committed or disbursed, as the case may be, within the corresponding term, shall automatically be canceled.

CHAPTER IV

Conditions Relating to Disbursements

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

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

(b) The Borrower, directly or through the Executing Agency, if any, shall have designated one or more officials to represent it in all acts relating to the implementation of this Contract and shall have furnished the Bank with authentic copies of the signatures of said representatives. Should two or more officials be designated, the designation shall indicate whether such officials may act separately or must act jointly.

(c) The Borrower, directly or through the Executing Agency, if any, shall have provided the Bank evidence that it has established a special bank account for the deposit by the Bank of the sums disbursed from the Financing.

(d) The Borrower, directly or through the Executing Agency, if any, shall have presented to the Bank a disbursement request in the form indicated in Article 4.03 of these General Conditions.

ARTICLE 4.02. Period for Fulfilling the Conditions Precedent to First Disbursement. If within sixty (60) days from the effective date of this Contract, or within such longer period as the parties may agree in writing, the conditions precedent to the first disbursement established in Article 4.01 of these General Conditions and in the Special Conditions have not been fulfilled, the Bank may terminate this Contract by giving notice to the Borrower.

ARTICLE 4.03. Requisites for All Disbursements. For the Bank to make any disbursement, it shall be necessary that: (a) the Borrower or the Executing Agency, as the case may be, shall have submitted in writing, or by electronic means in such form and conditions as may be specified by the Bank, a disbursement request and, in support thereof, shall have supplied to the Bank such pertinent documents and other background materials as the Bank may have required; (b) the Borrower or the Executing Agency, as the case may be, maintains open the special bank account referred to in Article 4.01(c) of these General Conditions; (c) unless the Bank otherwise agrees, disbursement requests must be presented no later than thirty (30) days in advance of the date of expiration of the Original Disbursement Period or any extension thereof; (d) none of the circumstances described in Article 6.01 of these General Conditions shall have occurred; and (e) the Guarantor, if any, shall not be in non-compliance for more than one hundred twenty (120) days with any obligation to make payments to the Bank on any loan or Guarantee.

ARTICLE 4.04. Application of Disbursed Amounts. The Bank shall calculate the percentage that each of the Ordinary Capital Financing and the Fund for Special Operations Financing represent of the total Financing and shall charge each disbursement to the Ordinary Capital and the Fund for Special Operations in the respective proportion.

ARTICLE 4.05. Disbursement Procedures. The Bank may make disbursements against the Financing: (a) by transferring to the order of the Borrower the sums to which it is entitled under this Contract by depositing the same in the special bank account referred to in Article 4.01(c) of these General Conditions; (b) by making payments on behalf of and in agreement with the Borrower to other banking institutions; and (c) by utilizing such other method as the parties may agree upon in writing. Any banking expenses that may be charged by a third party in connection with disbursements shall be borne by the Borrower. Unless the parties agree otherwise, disbursements shall be made on each occasion, only in amounts of not less than five (5%) percent of the total amount of the Financing.

CHAPTER V

Suspension of Disbursements and Accelerated Maturity

ARTICLE 5.01. Suspension of Disbursements. The Bank, by written notice to the Borrower, may suspend disbursements if any of the following circumstances occurs and so long as it continues:

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

(b) Nonfulfillment by the Borrower of the Program agreed upon with the Bank or any other obligation set forth in this Contract.

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

(d) Any restriction of the legal capacity, or adjustment or amendment of the functions or assets of the Borrower or the Executing Agency, if any, which, in the opinion of the Bank may adversely affect the Program or the purposes of the Financing. In this case, the Bank shall have the right to require the Borrower provide reasoned and detailed information in order that the Bank may determine whether such modification or modifications have or might have an unfavorable effect on the execution of the Program. The Bank may suspend disbursements only if, after hearing the Borrower and weighing the information or clarification received or if the Borrower fails to respond prior to the date of the next disbursement, the Bank considers that the amendments made substantially affect the Program in a unfavorable manner.

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

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

(g) If it is determined, in accordance with the sanctions procedures of the Bank, that an employee, agent, or representative of the Borrower or Executing Agency has engaged in a Prohibited Practice during the execution of the Program or in the use of the resources of the Loan; or if an employee, agent, or representative of the Borrower or Executing Agency is temporarily declared ineligible for the adjudication of new contracts while awaiting a definitive decision in the sanctions process, or any resolution thereof.

ARTICLE 5.02. Termination, Accelerated Maturity or Partial Cancellation of Undisbursed Balances. The Bank may terminate this Contract with respect to the part of the Financing not yet disbursed or may declare the entire Loan or a portion thereof immediately due and payable, together with interest and fees accrued up to the date of payment, under any of the following circumstances:

(a) If any of the circumstances set forth in paragraphs (a), (b), (c) and (e) of the preceding Article continues for more than sixty (60) days;

(b) If it is determined, in accordance with the sanctions procedures of the Bank, that an employee, agent, or representative of the Borrower or Executing Agency has engaged in a Prohibited Practice during the execution of the Program or in the use of the resources of the Loan, provided that there is evidence that the Borrower or Executing Agency, as the case may be, has not taken adequate corrective measures which may include, among other measures, the adequate notification to the Bank after becoming aware of the commission of the Prohibited Practice) during a time period that the Bank considers reasonable; or

(c) If the information referred to in paragraph (d) of the preceding Article, or the clarifications or additional information presented by the Borrower or the Executing Agency, if any, are not satisfactory to the Bank.

ARTICLE 5.03. Prohibited Practices. (a) For the purposes of this Contract, a "Prohibited Practice" shall be understood to include the following practices: (i) a "corrupt practice", is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) a "fraudulent practice", is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) a "coercive practice", is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) a "collusive practice", is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and (v) an "obstructive practice" is (A) deliberately destroying, falsifying,

altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (B) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for in this Contract.

(b) If in accordance with the provisions established in Articles 5.01(g) and 5.02(b) of these General Conditions, it is determined that, in accordance with the sanctions procedures of the Bank, that the Borrower or the Executing Agency (including their respective officers, employees and agents) has engaged in a Prohibited Practice, the Bank may:

- (i) issue a reprimand to any firm, entity or individual involved in the Prohibited Practice in the form of a formal letter of censure for its behavior;
- (ii) declare that any entity or individual involved in the Prohibited Practice is ineligible, either permanently or for a stated period of time, to (A) be awarded or participate in contracts under activities financed by the Bank; and (B) be a nominated sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (iii) refer the matter to appropriate law enforcement authorities; and/or
- (iv) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement to the Bank for costs associated with investigations and proceedings.

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

(d) The Borrower, the Executing Agency and their respective officers, employees and agents may be subject to sanctions pursuant to agreements the Bank may have with other international financial institutions regarding the mutual enforcement of debarment decisions. For purposes of this paragraph (d) the term "sanction" shall mean any permanent debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an international financial institution's applicable framework for addressing allegations of Prohibited Practices.

ARTICLE 5.04. Non-waiver of Rights. Any delay by the Bank in the exercise of its rights pursuant to this Contract, or failure to exercise them, shall not be construed as a waiver by the Bank of any such rights nor as acquiescence in events or circumstances which, had they occurred, would have empowered it to exercise them.

ARTICLE 5.05. Provisions not Affected. The application of any of the measures provided for by this Chapter shall not affect the obligations of the Borrower established in this Contract, which

shall remain in full force and effect, except that in case the entire Loan has been declared due and payable, only the pecuniary obligations of the Borrower shall continue in force.

CHAPTER VI

Records, Inspections and Reports

ARTICLE 6.01. Internal Control and Records. The Borrower or the Executing Agency, as the case may be, shall maintain appropriate systems of internal accounting and administrative controls. The accounting system shall be organized so as to provide the necessary documentation to permit the verification of transactions and facilitate the timely preparation of financial statements and reports. The records shall be maintained for a minimum of three (3) years after the date of final disbursement of the Loan, in such a way that: (a) make it possible to identify the sums received from the Bank; and (b) such documents include the information relating to the execution of the Program and the utilization of the resources of the Financing.

ARTICLE 6.02. Inspections. (a) The Bank may establish such inspection procedures as it deems necessary to ensure the satisfactory development of the Program.

(b) The Borrower and the Executing Agency, if any, shall permit the Bank to inspect at any time the records and documents the Bank may deem pertinent, providing all documents, including on costs incurred under the Loan, which the Bank may reasonably request. The Borrower or the Executing Agency, as the case may be, shall produce the documents in a timely manner or shall submit an affidavit to the Bank setting forth the reasons why the requested material is unavailable or is being withheld. In addition, the Borrower and the Executing Agency shall make their personnel available, upon reasonable notice, to respond to questions from Bank personnel, which arise during the review or audit of such documents.

(c) In relation to the investigation of allegations of Prohibited Practices, the Borrower and the Executing Agency, if any, shall provide full assistance to the Bank in the investigation, will deliver all documents deemed necessary for the investigation and will ensure that those employees or agents who are aware of the Bank-financed activities be available to respond to inquiries within the context of an investigation, be it from Bank personnel or from any investigator, agent, auditor or consultant duly assigned to the investigation.

(d) The personnel that the Bank shall send or designate as investigators, agents, auditors or experts for this purpose shall receive the complete cooperation of the respective authorities. All the costs relating to transportation, salaries, and other expenses of such personnel shall be borne by the Bank.

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

CHAPTER VII

Provision on Encumbrances and Exemptions

ARTICLE 7.01. Commitment on Encumbrances. If the Borrower should agree to create any specific encumbrance on all or part of its assets or revenues to secure an external debt, it shall at the same time create an encumbrance guaranteeing to the Bank, equally and proportionally, the fulfillment of the pecuniary obligations arising from this Contract. However, the foregoing shall not apply: (a) to encumbrances on goods used as security for payment of the unpaid balance of the purchase price; and (b) to encumbrances created in banking operations to secure payment of debts with maturities of not more than one year. In the event that the Borrower is a member country, the term "assets or revenues" shall mean all types of assets or revenues which belong to the Borrower or any of its dependent agencies which are not autonomous entities with their own separate capital.

ARTICLE 7.02. Tax Exemption. The Borrower undertakes to ensure that both the principal and the interest and other charges of the Loan shall be paid without any deduction or restriction whatsoever, exempt from any tax, fee, duty or charge established or that may be established by the laws of its country, and to pay any tax, fee, or duty applicable to the signing, negotiation, and execution of this Contract.

CHAPTER VIII

Arbitration Procedure

ARTICLE 8.01. Composition of the Tribunal. (a) The Arbitration Tribunal shall be composed of three members to be appointed in the following manner: one by the Bank, another by the Borrower, and a third, hereinafter called the "Referee", by direct agreement between the parties or through their respective arbitrators. If the parties or the arbitrators fail to agree on who the Referee shall be, or if one of the parties should not designate an arbitrator, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, one shall be appointed by the Referee. If either of the appointed arbitrators or the Referee is unwilling or unable to act or to continue to act, his successor shall be appointed in the same manner as for the original appointment. The successor shall have the same functions and faculties as his predecessor.

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

ARTICLE 8.02. Initiation of the Procedure. In order to submit the controversy to arbitration, the claimant shall address to the other party a written communication setting forth the nature of the claim, the satisfaction or compensation which it seeks, and the name of the arbitrator it appoints. The party receiving such communication shall, within forty-five (45) days, notify the adverse party of the name of the person it appoints as arbitrator. If, within thirty (30) days after delivery of such

notification to the claimant, the parties have not agreed as to the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

ARTICLE 8.03. Convening of the Tribunal. The Arbitration Tribunal shall be convened in Washington, District of Columbia, United States of America, on the date designated by the Referee, and, once convened, shall meet on the dates which the Tribunal itself shall establish.

ARTICLE 8.04. Procedure. (a) The Tribunal shall be competent to hear only the matters in controversy. It shall adopt its own procedures and may on its own initiative designate whatever experts it considers necessary. In any case, it shall give the parties the opportunity to make oral presentations.

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

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

ARTICLE 8.05. Costs. The fees of each arbitrator shall be paid by the party which appointed him and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of the other persons who, by mutual agreement, they deem should take part in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself shall determine the compensation which may be reasonable for such persons under the circumstances. Each party shall defray its own expenses in the arbitration proceedings, but the expenses of the Tribunal shall be borne equally by the parties. Any doubt regarding the division of costs or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal.

ARTICLE 8.06. Notification. All notifications relative to the arbitration or to the award shall be made in the manner provided in this Contract. The parties waive any other form of notification.