

No. 16290

**UNITED STATES OF AMERICA
and
EGYPT**

**Loan Agreement—*Tile drainage project* (with annex).
Signed at Cairo on 29 July 1976**

Authentic text: English.

Registered by the United States of America on 27 January 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉGYPTE**

**Accord de prêt — *Projet concernant la construction d'un
réseau de drainage* (avec annexe). Signé au Caire le
29 juillet 1976**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 janvier 1978.

LOAN AGREEMENT¹ AMONG THE UNITED STATES OF AMERICA, THE ARAB REPUBLIC OF EGYPT AND THE EGYPTIAN PUBLIC AUTHORITY FOR DRAINAGE PROJECTS FOR TILE DRAINAGE PROJECT

Dated: July 29, 1976

A.I.D. Loan 263-P-034

LOAN AGREEMENT dated the 29th day of July 1976 among the ARAB REPUBLIC OF EGYPT (“Borrower”), the EGYPTIAN PUBLIC AUTHORITY FOR DRAINAGE PROJECTS (“EPADP”) as implementing agency and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT (“A.I.D.”).

Article I. THE LOAN

Section 1.01. THE LOAN. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended, an amount not to exceed Thirty-One Million United States Dollars (\$31,000,000) (“Loan”) to assist the Borrower in financing the foreign exchange costs of goods and services required to carry out the Project referred to in Section 1.01² (“Project”). Goods and services authorized to be financed hereunder are hereinafter referred to as Eligible Items. The aggregate amount of disbursements under the Loan is hereinafter referred to as “Principal”.

Section 1.02. THE PROJECT. The Project shall consist of a multi-donor effort for the installation of tile field drains and collectors in approximately 500,000 feddans in upper Egypt, the remodeling of existing and construction of new open main and branch drains, the construction of one pumping station and reclamation of 12,000 feddans of saline or alkaline land, and a program for Bilharzia control in the area. A.I.D. funds will be used to manufacture poly-vinyl chloride (“PVC”) corrugated plastic pipe to be used on the Project. The Project is more fully described in Annex I attached hereto, which Annex may be modified in writing by the parties designated in Section 9.02 hereof. The goods and services to be financed under the Loan shall be listed in the implementation letters referred to in Section 9.03 (“Implementation Letters”).

Article II. LOAN TERMS

Section 2.01. INTEREST. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each

¹ Came into force on 29 July 1976 by signature.

² Should read “Section 1.02” — Devrait se lire «Section 1.02».

respective disbursement (as such date is defined in Section 7.03), and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

Section 2.02. REPAYMENT. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9½) years after the date on which first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

Section 2.03. APPLICATION, CURRENCY AND PLACE OF PAYMENT. All payments of interest and Principal hereunder shall be made in United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

Section 2.04. PREPAYMENT. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

Section 2.05. RENEGOTIATION OF THE TERMS OF THE LOAN. The Borrower agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Borrower.

Section 2.06. TRANSFER OF FUNDS BY BORROWER TO EPADP. The Borrower shall transfer the proceeds of the Loan to EPADP to be used for the purposes of the Project.

Article III. CONDITIONS PRECEDENT TO DISBURSEMENT

Section 3.01. CONDITIONS PRECEDENT TO INITIAL DISBURSEMENT. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) an opinion of the Minister of Justice or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Borrower and EPADP, and that it constitutes a valid and legally binding obligation of them in accordance with all of its terms;
- (b) a statement of the names of the persons authorized to represent the Borrower and EPADP as specified in Section 9.02, and a specimen signature of each person;
- (c) valid and effective Credit and Loan Agreements, except insofar as this Loan may be a condition to their effectiveness, between the Borrower and IDA and

the Borrower and IBRD respectively for the financing of Project costs as described in Section 1.02 and Annex 1;

- (d) evidence that Egyptian currency, in an amount acceptable to A.I.D., has been budgeted by the Borrower and is available for expenditures by the EPADP;
- (e) evidence that the EPADP has acquired, by purchase or rental, the initial site for the first PVC plant;
- (f) a detailed implementation plan for the program describing the timing of program inputs and the order, by specific geographic area, in which the drainage system will be installed. The plan shall address plant site preparation, including electrical transmission lines, and the transport and storage arrangements for both the PVC resin and the finished PVC pipe. The plan shall include provision for coordination of the portion of the Project financed by A.I.D. with that financed by IDA and IBRD and for coordination between EPADP, the Extension Service of the Ministry of Agriculture, and the Ministry of Health, at the National, Governorate and District levels.
- (g) written affirmation that the A.I.D. loan proceeds will be made available to the EPADP on a basis acceptable to A.I.D.;
- (h) an executed contract to furnish and erect the PVC plant, and to furnish raw materials and technical assistance for the Project, acceptable to A.I.D., with a firm acceptable to A.I.D.;
- (i) such other documentation as A.I.D. may require with respect to the Project;

Section 3.02. TERMINAL DATES FOR MEETING CONDITIONS PRECEDENT TO DISBURSEMENT. If all of the conditions specified in Section 3.01 shall not have been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Borrower. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

Section 3.03. NOTIFICATION OF MEETING OF CONDITIONS PRECEDENT TO DISBURSEMENT. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

Article IV. GENERAL COVENANTS AND WARRANTIES

Section 4.01. EXECUTION OF THE PROJECT. (a) The Borrower shall carry out the Project with due diligence and efficiency, and in conformity with sound engineering, financial, construction and administrative practices.

(b) The Borrower shall cause the Project to be carried out in conformity with all of the plans, specifications, contracts, schedules, and other arrangements, and with all modifications therein, approved by A.I.D. pursuant to this Agreement.

Section 4.02. FUNDS AND OTHER RESOURCES TO BE PROVIDED BY BORROWER AND EPADP. The Borrower and the EPADP shall provide promptly as needed all Egyptian currency and foreign currency, in addition to the Loan, and all other staff, equipment, transportation facilities and resources required for the punctual and effective carrying out, maintenance, repair, and operation of the Project.

Section 4.03. CONTINUING CONSULTATION. The Borrower, the EPADP and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be

accomplished. To this end, they shall from time to time, at the request of any party, exchange views through their representatives with regard to the progress of the Project, the performance by the Borrower and EPADP of its obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged on the Project, and other matters relating to the Project.

Section 4.04. MANAGEMENT. The Borrower shall provide or cause to be provided qualified and experienced management for the Project, and it shall train such staff as may be appropriate for the maintenance and operation of the Project.

Section 4.05. OPERATION AND MAINTENANCE. The Borrower and EPADP shall operate, maintain and repair the Project in conformity with sound engineering, financial and administrative practices, and in such manner as to insure the continuing and successful achievement of the purposes of the Project.

Section 4.06. TAXATION. This Agreement, the Loan and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within the country of the Borrower. To the extent that (a) any contractor, including any consulting firm, any personnel of such contractor financed hereunder, and any property or transactions relating to such contracts, and (b) any commodity procurement transaction financed hereunder are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect in the country of the Borrower, the Borrower shall pay or reimburse the same under Section 4.02 of this Agreement with funds other than those provided under the Loan.

Section 4.07. UTILIZATION OF GOODS AND SERVICES. (a) Goods and services financed under the Loan shall be used exclusively for the Project, except as A.I.D. may otherwise agree in writing. Upon completion of the Project, or at such other time as goods financed under the Loan can no longer usefully be employed for the Project, the Borrower may use or dispose of such goods in such manner as A.I.D. may agree to in writing prior to such use or disposition.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the *A.I.D. Geographic Code Book* as in effect at the time of such use.

Section 4.08. DISCLOSURE OF MATERIAL FACTS AND CIRCUMSTANCES. The Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Project and the discharge of its obligations under this Agreement. The Borrower shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Project or the discharge of the Borrower's obligations under this Agreement.

Section 4.09. COMMISSIONS, FEES, AND OTHER PAYMENTS. (a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be

paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Borrower's full time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be received by the Borrower, or any official of the Borrower, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the country of the Borrower.

Section 4.10. MAINTENANCE AND AUDIT OF RECORDS. The Borrower and the EPADP shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

- (a) the receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
- (b) the nature and extent of solicitations of prospective suppliers of goods and services acquired;
- (c) the basis of the award of contracts and orders to successful bidders; and
- (d) the progress of the Project.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

Section 4.11. REPORTS. The Borrower and the EPADP shall furnish to A.I.D. such information and reports relating to the Loan and to the Project as A.I.D. may request. Separate project accounts shall be audited and furnished to A.I.D. at the end of each Egyptian fiscal year.

Section 4.12. INSPECTIONS. The authorized representatives of A.I.D. shall have the right at all reasonable times to visit and examine the Project, the utilization of all goods and services financed under the Loan, and the Borrower's and the EPADP's books, records, and other documents relating to the Project and the Loan. The Borrower and the EPADP shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the country of the Borrower for any purpose relating to the Project and the Loan.

Section 4.13. INVESTMENT GUARANTY PROJECT APPROVAL BY BORROWER. The construction work to be financed under this Agreement is hereby stated to be a project approved by the Government of Egypt pursuant to the Agreement between the Government of Egypt and the Government of the United States of America on the subject of investment guaranties, and no further approval by the Government of

Egypt shall be required to permit the United States to issue investment guaranties under that Agreement covering a contractor's investment in that Project.

Article V. PROCUREMENT

Section 5.01. PROCUREMENT FROM THE UNITED STATES. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Project of Eligible Items including ocean shipping and marine insurance having both their source and origin in the United States of America.

Section 5.02. ELIGIBILITY DATE. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

Section 5.03. GOODS AND SERVICES NOT FINANCED UNDER LOAN. Goods and services procured for the Project, but not financed under the Loan, shall have their source and origin in countries included in Code 935 of the *A.I.D. Geographic Code Book* as in effect at the time orders are placed for such goods and services.

Section 5.04. IMPLEMENTATION OF PROCUREMENT REQUIREMENTS. The definitions applicable to the eligibility requirements of Sections 5.01 and 5.03 will be set forth in detail in Implementation Letters.

Section 5.05. PLANS, SPECIFICATIONS, AND CONTRACTS. (a) Except as A.I.D. may otherwise agree in writing, the Borrower or the EPADP shall furnish to A.I.D. promptly upon preparation all plans, specifications, schedules, bid documents, and contracts relating to the Project, and any modifications therein, whether or not the goods and services to which they relate are financed under the Loan.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, such specifications as A.I.D. may specify, and schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications, and other documents relating to goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) All contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution. After submission of such contracts and contractor personnel by EPADP to A.I.D., A.I.D. shall also approve in writing the selection of the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

Section 5.06. REASONABLE PRICE. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

Section 5.07. SHIPPING AND INSURANCE. (a) Goods financed under the Loan shall be transported to the country of the Borrower only on flag carriers of a country included in Code 935 of the *A.I.D. Geographic Code Book* as in effect at the time of shipment.

(b) Unless A.I.D. shall determine that privately owned United States-flag commercial vessels are not available at fair and reasonable rate for such vessels (i) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Loan and transported to Egypt on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of (i) and (ii) above must be achieved with respect to both cargo transported from U.S. ports and cargo transported from non-U.S. ports, computed separately.

(c) Marine insurance on United States goods may be financed under the Loan with disbursements made pursuant to Section 7.01, provided (i) such insurance is placed at the lowest available competitive rate, and (ii) claims thereunder are payable in the currency in which such goods were financed or in any freely convertible currency. If the government of the Borrower, by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the cooperating country financed under the Loan shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

(d) The Borrower or the EPADP shall insure, or cause to be insured, all Selected Free World Goods financed under the Loan against risks incident to their transit to the point of their use in the Project. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice and shall insure the full value of the goods. Any indemnification received by the Borrower or the EPADP under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the EPADP for the replacement or repair of such goods. Any such replacements shall have their source and origin in the United States of America and shall be otherwise subject to the provisions of this Agreement.

Section 5.08. NOTIFICATION TO POTENTIAL SUPPLIERS. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the EPADP shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

Section 5.09. UNITED STATES GOVERNMENT-OWNED EXCESS PROPERTY. The EPADP shall utilize, with respect to goods financed under the Loan to which the EPADP takes title at the time of procurement, such reconditioned United States Government-owned Excess Property as may be consistent with the requirements of the Project and as may be available within a reasonable period of time. The EPADP shall seek assistance from A.I.D. and A.I.D. will assist the EPADP in ascertaining the availability of and in obtaining such Excess Property. A.I.D. will make arrangements for any necessary inspection of such property by the EPADP or its representative. The costs of inspection and of acquisition, and all

charges incident to the transfer to the EPADP of such Excess Property, may be financed under the Loan. Prior to the procurement of any goods, other than Excess Property, financed under the Loan and after having sought such A.I.D. assistance, the EPADP shall indicate to A.I.D. in writing, on the basis of information then available to it, either that such goods cannot be made available from reconditioned United States Government-owned Excess Property on a timely basis or that the goods that can be made available are not technically suitable for use in the Project.

Section 5.10. INFORMATION AND MARKING. Borrower and the EPADP shall give publicity to the Loan and the Project as a program of United States aid, identify the Project site, and mark goods financed under the Loan, as prescribed in Implementation Letters.

Article VI. SPECIAL COVENANTS AND WARRANTIES

Section 6.01. PIPE TESTING. Unless A.I.D. shall otherwise agree in writing, EPADP covenants to install during the first year of the Project tile drains with PVC pipes in an area of approximately 10,000 feddans to test on a large scale the efficacy of PVC pipes and to develop appropriate solutions to any technical problems which may exist.

Section 6.02. EPADP MANAGEMENT, STAFF, AND CONSULTANTS. EPADP shall continue to be headed at all times by a qualified and experienced Chairman with a qualified and experienced Vice-Chairman for operations in Upper Egypt, both on a full-time basis.

Section 6.03. DRAINS AND PUMPING STATION. EPADP shall proceed with timely awards of local contracts for the construction and remodelling of open drains and erection of the pumping station.

Section 6.04. TRAINING CENTER. EPADP shall implement a training program for engineers and technicians at a training center to be established in the project area.

Section 6.05. RECOVERING OF INVESTMENT AND MAINTENANCE COSTS. The Borrower shall make arrangements, acceptable to A.I.D., for the recovery from the direct beneficiaries of the drainage improvements of the capital costs of installing field drains plus a ten percent (10%) administrative charge and for the recovery of the maintenance costs of field drains.

Section 6.06. COST ACCOUNTING SYSTEM. A cost accounting system, mutually satisfactory to A.I.D. and the EPADP, shall be instituted by EPADP within six months of the date of effectiveness of the IDA/IBRD loan.

Section 6.07. BILHARZIA CONTROL PROGRAM. The Bilharzia Control Program for the Project shall have at all times a qualified and experienced director and separate Project accounts.

Section 6.08. IMPLEMENTATION PLAN. The Borrower and EPADP shall take all measures necessary to carry out the implementation described in Section 3.01(f) as approved by A.I.D.

Section 6.09. SITES FOR FUTURE PVC PLANTS. The Borrower and EPADP shall identify and acquire the sites for the remaining PVC plants.

Article VII. DISBURSEMENTS

Section 7.01. DISBURSEMENTS FOR UNITED STATES DOLLAR COSTS — LETTERS OF COMMITMENT TO UNITED STATES BANKS. Upon satisfaction of conditions precedent, the EPADP may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the EPADP and may be financed under the Loan.

Section 7.02. OTHER FORMS OF DISBURSEMENT. Disbursements of the Loan may also be made through such other means as the Borrower and A.I.D. may agree to in writing.

Section 7.03. DATE OF DISBURSEMENT. Disbursements by A.I.D. shall be deemed to occur, (a) in the case of disbursements pursuant to Section 7.01, on the date on which A.I.D. makes a disbursement to the EPADP, the Borrower, to their designee, or to a banking institution pursuant to a Letter of Commitment. In the event of a disbursement under Section 7.02 hereof, the date of disbursement shall be designated in the documentation by which the parties agree to such disbursement, provided, in the absence of such designation, the date of disbursement shall be the date upon which A.I.D. makes payment with respect to goods or services or delivers property into the control of the EPADP, the Borrower, or their designee.

Section 7.04. TERMINAL DATE FOR DISBURSEMENT. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment, or other commitment documents which may be called for by another form of disbursement under Section 7.02, or amendment thereto shall be issued in response to requests received by A.I.D. after December 31, 1980, and no disbursement shall be made against documentation received by A.I.D. or any bank described in Section 7.01 after December 31, 1981. A.I.D., at its option, may at any time or times after such dates, reduce the Loan by all or any part thereof for which appropriate documentation was not received by such dates.

Article VIII. CANCELLATION AND SUSPENSION

Section 8.01. CANCELLATION BY THE BORROWER. The Borrower may, with the prior written consent of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

Section 8.02. EVENTS OF DEFAULT; ACCELERATION. If any one or more of the following events ("Events of Default") shall occur:

- (a) the Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;
- (b) the Borrower or the EPADP shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Project with due diligence and efficiency;
- (c) the Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D., or any of its predecessor agencies,

then A.I.D. may, at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

- (i) such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately; and
- (ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

Section 8.03. SUSPENSION OF DISBURSEMENT. In the event that at any time:

- (a) an Event of Default has occurred;
- (b) an event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower or the EPADP will be able to perform its obligations under this Agreement;
- (c) any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or
- (d) the Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

then A.I.D. may, at its option:

- (i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;
- (ii) decline to make disbursements other than under outstanding commitment documents;
- (iii) decline to issue additional commitment documents;
- (iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside the country of the Borrower, are in a deliverable state and have not been offloaded in ports of entry of the country of the Borrower. Any disbursement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

Section 8.04. CANCELLATION BY A.I.D. Following any suspension of disbursements pursuant to Section 8.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

Section 8.05. CONTINUED EFFECTIVENESS OF AGREEMENT. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

Section 8.06. REFUNDS. (a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within thirty days after receipt of a request therefor. Such amount shall be made available first for the cost of goods and services procured for the Project hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of goods and services procured for the Project hereunder, to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

Section 8.07. EXPENSES OF COLLECTION. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

Section 8.08. NONWAIVER OF REMEDIES. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of such rights, powers, or remedies.

Article IX. MISCELLANEOUS

Section 9.01. COMMUNICATIONS. Any notice, request, document, or other communication given, made, or sent by the EPADP, the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it

is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses:

To EPADP:

Mail Address: 5A El Goheiny St.
Dokki, Ghiza, Egypt

Cable Address: Deltatile Cairo

To Borrower:

Mail Address: Ministry of Economy and Economic Cooperation
8 Adly St.
Cairo, Egypt

Cable Address: 8 Adly St.
Cairo, Egypt

To A.I.D.:

Mail Address: Director/USAID, c/o U.S. Embassy, Cairo, Egypt

Cable Address: U.S. Embassy, Cairo

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

Section 9.02. REPRESENTATIVES. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Minister of Economy and Economic Cooperation, the EPADP will be represented by the individual holding or acting in the office of President of EPADP, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Cairo, Egypt. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, the Borrower and the EPADP shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower or the EPADP designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

Section 9.03. IMPLEMENTATION LETTERS. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

Section 9.04. PROMISSORY NOTES. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

Section 9.05. TERMINATION UPON FULL PAYMENT. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower, the EPADP, and A.I.D. under this Loan Agreement shall terminate.

IN WITNESS WHEREOF, Borrower, the EPADP and the United States of America, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

Arab Republic of Egypt:

By: [Signed]

Name: Dr. MOHAMED ZAKI SHAFEI

Title: Minister of Economy
and Economic Cooperation

United States of America:

By: [Signed]

Name: HERMANN FR. EILTS

Title: American Ambassador

Egyptian Public Authority
for Drainage Projects:

By: [Signed]

Name: Eng. MAHMOUD SAAD

EL-DIN EL-GINDI

Title: President

ANNEX I

DESCRIPTION OF PROJECT

The Project consists of a multi-donor effort among A.I.D., IDA and IBRD to finance a third drainage program. The proposed program is a drainage system for approximately 500,000 feddans of land in Upper Egypt covering the six governorates of Beni Suef, El Minya, Asyut, Sohag, Qena and Aswan. The basic elements of the proposed drainage system are a network of buried PVC pipes, approximately three inches in diameter, that feed into larger (10 to 20 inch) buried cement collectors. The collectors are in turn connected to open drains that carry the water back to the Nile by pumping or gravity flow.

The program differs from previous efforts because PVC plastic drainage pipe will be used instead of cement, and because the installation of the pipe will be by international contractors. Both steps are designed to accelerate the rate of drainage construction.

A major feature of the program is that the PVC pipe will be produced in Egypt using equipment and raw materials provided under this program.

The elements of the Project are:

- (a) the importation, erection and operation of plants by foreign contractors for the production of approximately 50,000 km of PVC plastic, corrugated drainage pipe; this part will be financed by A.I.D.;
- (b) the importation of approximately 17,600 tons of PVC resin for the production of the drainage pipe; this part will also be financed by A.I.D.;
- (c) the installation of the PVC drainage pipe and 6,000 km of cement collector pipes by international contractors. This part will be financed by the World Bank. It includes importation by the contractor of equipment for installation of the pipe and collectors. The cement collectors themselves will be produced locally and furnished by the Borrower;

- (d) deepening and widening of 1,226 km of existing open drains, and excavation of 346 km of new open drains. This part will be accomplished by local contractors using equipment financed by the World Bank;
 - (e) construction of a pumping station. Pumps and other equipment for the station, including materials for an electrical transmission line, will be financed by the World Bank. The pumping station and the transmission line will be constructed by international contractors;
 - (f) reclamation of about 12,000 feddans of salt damaged land in the program area, and a Bilharzia control program. The World Bank will finance the equipment for land reclamation, and the equipment and molluscicides for the Bilharzia program;
 - (g) consulting services for the EPADP, ancillary equipment for maintenance of the drainage system, general purpose vehicles and motorcycles for the Agricultural Extension Service, and office, laboratory and training equipment. These items will be financed by the World Bank;
 - (h) contractors will be required to train Egyptian personnel in the operation and maintenance of all program equipment.
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