# No. 16592

# UNITED STATES OF AMERICA and JORDAN

Loan Agreement relating to school construction (with annex). Signed at Amman on 22 July 1976

Authentic text: English.

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

# ÉTATS-UNIS D'AMÉRIQUE et JORDANIE

Accord de prêt relatif à la construction d'écoles (avec annexe). Signé à Amman le 22 juillet 1976

Texte authentique: anglais.

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

# LOAN AGREEMENT' BETWEEN THE UNITED STATES OF AMERICA AND THE HASHEMITE KINGDOM OF JORDAN (SCHOOL CONSTRUCTION)

Date: July 22, 1976

# A.I.D. Loan No. 278-K-016

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<sup>1</sup> Came into force on 22 July 1976 by signature.

LOAN AGREEMENT dated the 22nd day of July 1976 between the HASHEMITE KINGDOM OF JORDAN ("Borrower") 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. Upon the terms and conditions stated herein, A.I.D. agrees to lend to the Borrower, pursuant to the Foreign Assistance Act of 1961, as amended, an amount not to exceed seven million United States dollars (\$7,000,000) (the "Loan"), to assist the Borrower in carrying out the school construction project (the "Project") described in Section 1.02. The Loan shall be used to finance a portion of the local currency costs of goods and services required for the Project. Goods and services authorized to be financed hereunder are hereinafter referred to as "Eligible Items". The aggregate amount of disbursements under the Loan shall constitute the principal of the Loan.

Section 1.02. THE PROJECT. The Project shall consist of construction of new elementary and preparatory schools in various districts of Jordan. The Project is more fully described in Annex I attached hereto which may be modified by written agreement between the Borrower and A.I.D.

#### 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 principal shall accrue from the date of each 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 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 the principal to A.I.D. 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 due and payable nine and one-half (9½) years after the date on which the 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 principal and interest 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 order of the Agency for International Development and shall be deemed paid when received by the Office of the Controller, Agency for International Development, Washington, D.C., USA, 20523.

Section 2.04. PREPAYMENT. Upon payment of all interest and refunds, if any, then due, the Borrower may prepay, without penalty, all or any part of the outstanding 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, 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 Jordan.

## 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 or other authorization of disbursement 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 of Jordan or of other counsel acceptable to A.I.D. to the effect that (i) this Agreement has been duly authorized or ratified by, and executed on behalf of the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms, and (ii) the person signing the Agreement on behalf of the Borrower has the authority to act as the representative of the Borrower in all matters pertaining to the Loan and the Agreement;
- (b) A statement of the name of the person holding or acting in the office of the Borrower specified in Section 9.02 and a specimen signature of each person specified in such statement;
- (c) A plan for supervision of construction work, including provision for sufficient qualified construction inspectors; and
- (d) Such additional plans, specifications or other documents or submissions as A.I.D. may reasonably request.

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 one hundred twenty (120) days from the date of this Agreement, or by such later dates as A.I.D. may agree to in writing, A.I.D. may at its option at any time thereafter cancel the then undisbursed balance of the Loan or terminate this Agreement by giving written notice to the Borrower. Upon the giving of such notice of termination, the Borrower shall immediately repay any principal then outstanding and pay any accrued interest. This Agreement and all obligations of the parties hereunder shall terminate either (a) upon receipt of such principal and interest payments in full, or (b) if there is no principal then outstanding nor any interest accrued, upon the giving of such notice of termination.

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 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 administrative, economic and accounting 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 thereto, approved by A.I.D. pursuant to this Agreement. The Borrower shall at all times employ suitably qualified and experienced engineering supervisors or consultants to be professionally responsible for the work of the Project.
- Section 4.02. Funds and Resources to be Provided by the Borrower. The Borrower shall provide promptly as needed all funds, in addition to the Loan, and all other resources required for the punctual and effective execution of the Project.
- Section 4.03. Continuing Consultation. The Borrower and A.I.D. shall cooperate fully to assure that the purposes of this Agreement will be accomplished. To this end, the Borrower and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance by the Borrower of its obligations under this Agreement, the performance of the consultants engaged on the Project and other matters relating to the Loan and the Project.
- Section 4.04. Management. The Borrower shall provide qualified and experienced management for the Project acceptable to A.I.D., and it shall take the steps necessary to assure training of such staff as may be appropriate for the execution of the Project.
- Section 4.05. 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 Jordan. 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 Jordan, the Borrower shall, as and to the extent prescribed in and pursuant to Implementation Letters, pay or reimburse the same under Section 4.02 of this Agreement with funds other than those provided under the Loan; provided, however, that this Section 4.05 shall not apply to taxes levied upon the income of citizens and companies of Jordan.
- Section 4.06. 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.
- (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 4.07. 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 4.08. Commissions, Fees and Other Payments. (a) The 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 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 Jordan.

Section 4.09. MAINTENANCE AND AUDIT OF RECORDS. The Borrower 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 three (3) 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 4.10. REPORTS. The Borrower shall furnish to A.I.D. such information and reports relating to the Loan and to the Project as A.I.D. may reasonably request.

Section 4.11. Inspection. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Project, the utilization of all goods and services financed under the Loan, and the Borrower's books, records, and other documents relating to the Project and the Loan. The Borrower shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of Jordan for any purpose relating to the Loan.

# Article V. SPECIAL COVENANTS

Section 5.01. STAFFING AND FURNISHINGS. Borrower covenants that prior to final disbursement for any given school the Ministry of Education will have an

implementation plan for staffing and materials and equipment distribution for such school covering the academic year following completion of such school.

Section 5.02. MAINTENANCE OF PROJECT. Borrower covenants that the schools to be constructed under the Loan will be properly maintained and that adequate maintenance funds will be provided therefor in annual budgets.

#### Article VI. PROCUREMENT

Section 6.01. ELIGIBLE COUNTRIES FOR PROCUREMENT. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Article VII shall be used exclusively to finance the procurement for the Project of goods and services having their source and origin in Jordan as further defined in Implementation Letters.

Section 6.02. 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 January 1, 1976.

Section 6.03. Goods and Services Not Financed Under the 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 6.04. IMPLEMENTATION OF PROCUREMENT REQUIREMENTS. The definitions applicable to the eligibility requirements of Sections 6.01 and 6.03 will be set forth in detail in Implementation Letters.

Section 6.05. Plans, Specifications and Contracts. Except as A.I.D. may otherwise agree in writing:

- (a) The Borrower will furnish to A.I.D., promptly upon preparation, any plans, specifications, construction schedules, bid documents and contracts relating to the Project, and any modifications thereof, whether or not the goods and services to which they relate are financed under the Loan.
- (b) Plans and specifications for construction relating to the Project which are to be financed under the Loan and furnished pursuant to subsection (a) above shall be mutually approved by the parties hereto in writing.
- (c) Construction contracts to be financed under the Loan shall be mutually approved by the parties hereto in writing prior to their execution. In the event contracts which may be eligible for financing pursuant to Section 6.02 have been executed prior to the date of this Agreement, such contracts shall be reviewed and approved by A.I.D. before becoming eligible for financing under the Loan. Approval by A.I.D. of the above contracts shall include approval of the contractor. Procedures for approval of contractors and contracts shall be set forth in Implementation Letters and shall be based on the list of qualified contractors maintained by the Ministry of Public Works and on the standard form construction contract used by said Ministry for school construction.

Section 6.06. 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 6.07. EMPLOYMENT OF THIRD-COUNTRY NATIONALS. The employment of personnel to perform services under construction contracts financed under the Loan shall be subject to requirements with respect to third-country nationals prescribed in Implementation Letters.

Section 6.08. INFORMATION AND MARKING. Borrower shall give publicity to the Loan and the Project as a program of United States aid, and mark any goods and equipment financed under the Loan, as prescribed in Implementation Letters.

#### Article VII. DISBURSEMENTS

Section 7.01. REIMBURSEMENT FOR LOCAL CURRENCY COSTS. Upon satisfaction by the Borrower of the conditions precedent set forth in Section 3.01, the Borrower, from time to time, may request disbursement by A.I.D. of Jordanian currency in accordance with procedures to be set forth in Implementation Letters. Such disbursement shall be made to reimburse the Borrower for local currency costs of Eligible Items procured for the Project in accordance with the terms and conditions of this Agreement, upon submission to A.I.D. of such supporting documentation as A.I.D. may prescribe in Implementation Letters. The rate of exchange for determining the dollar equivalent of the approved amount for reimbursement shall be the highest lawful rate of exchange (i.e., that rate yielding the largest number of Jordanian dinars) at which Jordanian dinars may be bought with United States dollars in Jordan as established by the Central Bank of Jordan, on the date of disbursement as defined in Section 7.03.

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 Disbursements. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 7.01, on the date on which A.I.D. makes a disbursement to the Borrower or to its designee. 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 Borrower or its designee.

Section 7.04. TERMINAL DATE FOR DISBURSEMENT. Except as A.I.D. may otherwise agree in writing, no disbursements shall be made against documentation received by A.I.D. after June 30, 1979. A.I.D., at its option, may at any time or times after June 30, 1979, reduce the Loan by all or any part thereof for which documentation was not received by such date.

#### Article VIII. CANCELLATION AND SUSPENSION

Section 8.01. CANCELLATION BY THE BORROWER. The Borrower may, by written notice to A.I.D., cancel any part of the Loan which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or 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 shall have failed to comply with any other provisions 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, guaranty, or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies;

then A.I.D., at its option, may give 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, such unrepaid principal and any accrued interest hereunder shall be due and payable immediately, and the amount of any subsequent disbursements made under then outstanding Letters of Commitment 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 or events occur that A.I.D. determines makes it improbable either that the purposes of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement;
- (c) Any disbursement 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, guaranty or 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., at its option, may: (i) suspend or cancel any outstanding Letters of Commitment 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, giving notice to the Borrower promptly thereafter; (ii) decline to make disbursements other than under outstanding Letters of Commitment; (iii) decline to issue additional Letters of Commitment; and (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 Jordan, are in a deliverable state, and have not been offloaded in ports of entry of Jordan.

Any disbursement made under the Loan with respect to such transferred goods shall be deducted from principal in the manner of prepayment of 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., at its option, may, at any time or times thereafter, cancel all or any part of the Loan that is not then disbursed, including outstanding Letters of Commitment to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or bank payments made other than under 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 case any disbursement is not supported by valid documentation or is not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any other remedy 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 refund shall be made available first, in accordance with the provisions of this Agreement, to pay for the procurement of goods and services for the Project; the remainder, if any, of any such refund in United States dollars to A.I.D. in such manner shall be applied to the remaining installments of principal in the inverse order of their maturity. 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.

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. Non-Waiver 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 such rights, powers, or remedies.

### Article IX. MISCELLANEOUS

Section 9.01. COMMUNICATIONS. (a) Any notice, request, document or other communication given, made or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing 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 by hand or by mail, telegram, cable or radiogram to such party at the following address:

#### To Borrower:

Mail Address: National Planning Council

Amman, Jordan

Cable Address: Same

To A.I.D. (three copies):

Mail Address: Agency for International Development

Bureau for Near East Washington, D.C. 20523

Cable Address: A.I.D.

Washington, D.C.

Borrower, in addition, shall provide the American Embassy, Amman, with a copy of each communication sent to A.I.D. Other addresses may be substituted for the above upon the giving of notices.

(b) Except as A.I.D. may otherwise agree in writing, all notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English and, if the original of any such communication or document is in other than English, a copy in the language of the original shall also be submitted.

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 the President, National Planning Council, and A.I.D. will be represented by the individual holding or acting in the office of the A.I.D. Director, Amman, Jordan. 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, Borrower 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 designated pursuant to this Section, A.I.D. 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 specify 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 principal and any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under the Agreement shall terminate.

In WITNESS WHEREOF, the Hashemite Kingdom of Jordan 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.

The Hashemite Kingdom of Jordan:

By: HANA ODEH
Title: President, NPC

United States of America:

By: THOMAS R. PICKERING Title: Ambassador, USA

#### ANNEX I

#### PROJECT DESCRIPTION

The Project consists of constructing school buildings of "standard" design as prepared by the Ministry of Public Works in compliance with requirements of the Ministry of Education.

	School for	
Location	B — Boys G — Girls	Number of Floors
Ajlun District:	0 — 01/13	0) 110013
Anjara	. G	2
Amman District:		-
Ashrafya	. В	3
Nazzal		3
North Marka		3
Jabal Al-Qusour	. В	3
Jabal Al-Nuzha	. G	3
Um Heran	. G	2
Irbid District:		
Mafraq		3
Jerash		2
Irbid East Quarter		3
Qumaim-Kafar Asad	. B	2
Ramtha		2
Deir Abu Said	. В	2
Karak District:	_	_
Ma'ayta	. В	3
Ma'an District:	_	
Shameyya	. G	2
Salt District:		
Azeria	. G	3
Tafilah District:		
Tafilah	. G	2
Zerka District:		
Batrawi	. <b>G</b>	3

Per Section 6.05 of the Loan Agreement, plans, specifications and contracts for each school shall be mutually approved by the parties to the Agreement. Disbursement of funds from the loan will be on the basis of a pre-determined sum towards construction costs of each school the amounts of which will be set forth in Implementation Letters.