

No. 17257

**UNITED STATES OF AMERICA
and
HAITI**

Alliance for Progress Loan Agreement relating to a project designed to render services to small farmers (with annex). Signed at Port-au-Prince on 27 April 1977

Authentic texts: English and French.

Registered by the United States of America on 24 November 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
HAÏTI**

Accord de prêt au titre de l'Alliance pour le progrès relatif à un projet destiné à fournir des services aux petits exploitants agricoles (avec annexe). Signé à Port-au-Prince le 27 avril 1977

Textes authentiques : anglais et français.

Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

ALLIANCE FOR PROGRESS LOAN AGREEMENT¹ BETWEEN THE REPUBLIC OF HAITI AND THE UNITED STATES OF AMERICA

Date: April 27, 1977

Loan No. 521-T-008

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¹ Came into force on 27 April 1977 by signature.

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LOAN AGREEMENT dated [April 27], 1977, between the REPUBLIC OF HAITI ("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. A.I.D. agrees to lend to the Borrower in furtherance of the Alliance for Progress and pursuant to the Foreign Assistance Act of 1961, as amended, an amount not to exceed eight million United States dollars (\$8,000,000) ("Loan") to assist Borrower in carrying out the Project referred to in Section 1.02. The Loan shall be used exclusively to finance the United States dollar costs of goods and services required for the Project ("Dollar Costs") and local currency costs of goods and services required for the Project ("Local Currency Costs"). Except as A.I.D. may otherwise agree in writing, the amount of the Loan used to finance Local Currency Costs shall not exceed the equivalent of three million United States dollars (\$3,000,000). The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal."

Section 1.02. THE PROJECT. The Loan shall be used by the Borrower to finance part of the costs of a Project designed to develop and strengthen the capacity of the Department of Agriculture, Natural Resources and Rural Development ("DARNDR") to render services to small farmers including irrigation, soil conservation, agricultural credit, training, agricultural extension, and research. The Project is more fully described in Annex I attached hereto and made a part hereof, which annex may be modified by the agreement in writing of the parties hereto.

Section 1.03. EXECUTING AND IMPLEMENTING AGENCIES. Borrower hereby designates DARNDR as the executing agency for purposes of carrying out the overall Project. DARNDR shall designate as implementing agencies the following: DARNDR, Faculty of Agronomy and Veterinary Medicine ("FAMV"), Bureau of Agriculture Credit ("BCA") and such other agencies or institutions as the Borrower may deem appropriate for the faithful and efficient achievement of the purposes of the Loan ("Implementing Agencies"). These agencies shall carry out the various components of the Project as is more fully described in Annex I. Nothing provided herein shall be deemed to prohibit Borrower from

assigning an activity presently vested in a particular implementing agency pursuant to the provisions of Annex I to another implementing agency or suitable entity; provided, however, that such a transfer of activities shall have the prior written concurrence of A.I.D.

Section 1.04. USE OF FUNDS GENERATED BY OTHER UNITED STATES ASSISTANCE. Borrower shall use for the Project, in lieu of any United States dollars that would otherwise be disbursed under the Loan to finance Local Currency Costs of the Project, any currencies other than United States Dollars that may become available to Borrower after the date of this Agreement in connection with assistance (other than the Loan) provided by the United States of America to Borrower to the extent and for the purposes that A.I.D. and Borrower may agree in writing. Any such funds used for the Project shall reduce the amount of the Loan (to the extent that it shall not then have been disbursed) by any equivalent amount of United States dollars computed, as of the date such currencies are used for the Project, at the rate of exchange yielding the greatest number of gourdes per dollar which, at the time of such use, is not unlawful in Haiti, provided that currencies owned by Borrower and generated under programs pursuant to Title I of the Agricultural Trade and Assistance Act of 1954 (Public Law 480) may be used for the Project in the manner and to the extent to be agreed in writing between Borrower and A.I.D. without reduction of the Loan.

Article II. LOAN TERMS

Section 2.01. INTEREST. Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten (10) 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 respective disbursement (as such date is defined in Section 7.04), 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. 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 (9 1/2) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide Borrower with an amortization schedule in accordance with this Section after the final disbursement of 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 Agency for International Development ("A.I.D."), cashier SER/FM, Washington, D.C. 20523, United States of America. Payment shall be deemed made when received.

Section 2.04. PREPAYMENT. Upon payment of all interest and refunds then due, 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. In the light of the undertakings of the United States of America and other signatories of the Act of Bogotá¹ and the Charter of Punta del Este² to forge an Alliance for Progress, 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 Republic of Haiti, taking into consideration the relative capital requirements of the Republic of Haiti and of the various signatories of the Act of Bogotá and the Charter of Punta del Este.

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, 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 Secretary of State of Justice of the Republic of Haiti, or 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 that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;
- (b) A statement of the names of the persons holding or acting in the office of Borrower specified in Section 9.02, and a specimen signature of each person specified in such statement;
- (c) A plan for implementing increased salary schedules for employees of DARNDR including the proposed sources of financing for such plan; and
- (d) A description of the organizational structure adopted by Borrower for project implementation including staffing patterns, functions and delegated authorities for District Offices of DARNDR.

Section 3.02. CONDITIONS PRECEDENT TO DISBURSEMENT FOR IRRIGATION COMPONENT. Prior to any disbursement or the issuance of any commitment document under the Loan for the irrigation component of the Project, Borrower shall furnish to A.I.D., in form and substance satisfactory to A.I.D., an implementation plan for said component including, but not limited to, the following:

- (a) Procedures and criteria used in appraising and selecting irrigation systems for rehabilitation;
- (b) Guidelines and regulations governing eminent domain and rights-of-way in connection with the irrigation component;
- (c) Plan for operating and maintaining rehabilitated irrigation systems describing criteria and guidelines under which water user associations may take greater control and responsibility of irrigation systems as their capabilities increase, the water rate structure, and the proposed allocation of water fees between water user associations and Borrower; and, in addition to said implementation plan, the Borrower shall provide evidence that an Irrigation Fund has been

¹ United States of America, *Department of State Bulletin*, 3 October 1960, p. 537.

² *Ibid.*, 11 September 1961, p. 463.

established and that guidelines and procedures for administration of the Irrigation Fund have been issued by the Borrower.

Section 3.03. CONDITIONS PRECEDENT TO DISBURSEMENT FOR SOIL CONSERVATION COMPONENT. Prior to any disbursement or the issuance of any commitment document under the Loan for the soil conservation component of the Project, Borrower shall furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence that Borrower has established a Soil Conservation Fund and the guidelines and procedures have been issued by Borrower for administration of the Soil Conservation Fund.

Section 3.04. CONDITIONS PRECEDENT FOR OFFSHORE TRAINING OF HAITIAN PARTICIPANTS. Prior to any disbursement or the issuance of any commitment document under the Loan for offshore training of Haitian participants in the Project, Borrower shall furnish to A.I.D., in form and substance satisfactory to A.I.D., an implementation plan for such training including a description of measures taken to assure return of such participants to Haiti and their service to Borrower after training.

Section 3.05. CONDITIONS PRECEDENT TO DISBURSEMENT FOR AGRICULTURAL CREDIT COMPONENT. Prior to any disbursement or issuance of any commitment document under the Loan for the agricultural credit component of the Project, except for the procurement of technical assistance for the Agricultural Credit Office, Borrower shall furnish to AID, in form and substance satisfactory to A.I.D.:

- (a) Evidence that Borrower has established an Agricultural Credit Fund;
- (b) Criteria and guidelines for administration of the Agricultural Credit Fund; and
- (c) A report describing measures taken to minimize decapitalization and default and to maximize savings within the BCA.

Section 3.06. TERMINAL DATES FOR MEETING CONDITIONS PRECEDENT TO DISBURSEMENT. (a) 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.

(b) If all of the conditions specified in Sections 3.02 through 3.04 shall not have been met within 180 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 cancel the then undisbursed balance of the amount of the Loan or any portion thereof and/or may terminate this Agreement by giving written notice to the Borrower. In the event of a termination, upon the giving of notice, the Borrower shall immediately repay the Principal then outstanding and shall pay any accrued interest and, upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

(c) If all the conditions specified in Section 3.05 shall not have been met within 365 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 cancel the then undisbursed balance of the amount of the Loan or any portion thereof and/or may terminate this Agreement by giving written notice to the Borrower. In the event of a

termination, upon the giving of notice, the Borrower shall immediately repay the Principal then outstanding and shall pay any accrued interest and, upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

Section 3.07. 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 Sections 3.01 through 3.05 have been met.

Article IV. GENERAL COVENANTS AND WARRANTIES

Section 4.01. EXECUTION OF THE PROJECT. (a) Borrower shall carry out the Project with due diligence and efficiency, and in conformity with sound engineering, construction, financial, administrative, planning and management practices. In this connection, Borrower shall at all times employ suitably qualified and experienced consultants and other personnel for the Project.

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

Section 4.02. CONTINUING CONSULTATION. Borrower and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, 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 Borrower of its obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged in the Project, and other matters relating to the Project. The effect of the Project on the natural environment shall be taken into consideration prior to and during the implementation of the Project, and Borrower and A.I.D. shall cooperate to minimize any harmful effects upon the natural environment. Without limitation upon the foregoing, Borrower and A.I.D. will carry out an annual review of the Project during the period of disbursement of the Loan.

Section 4.03. MANAGEMENT. Borrower shall cause to be provided qualified and experienced management for the Project, and it shall cause to be trained such staff as may be appropriate for carrying out the Project.

Section 4.04. 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 now or hereafter in effect within Haiti. To the extent that any contractor, including any consulting firm, any personnel of such contractor financed hereunder, and any property or transactions relating to such contracts, financed hereunder, are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws now or hereafter in effect in Haiti, Borrower shall, as and to the extent prescribed in and pursuant to Implementation Letters, pay or reimburse the same under Section 5.01 of this Agreement with funds other than those provided under the Loan.

Section 4.05. 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 times as goods financed under the Loan can no longer be usefully employed for the Project, 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 4.06. DISCLOSURE OF MATERIAL FACTS AND CIRCUMSTANCES. 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 the Project or the discharge of the Borrower's obligations under this Agreement.

Section 4.07. 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 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 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) Borrower warrants and covenants that no payments have been or will be received by Borrower, or any official of Borrower in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in Haiti.

Section 4.08. MAINTENANCE AND AUDIT OF RECORDS. 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 by Borrower of any funds disbursed to Borrower pursuant to this Agreement;
- (b) The receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
- (c) The nature and extent of solicitations of prospective suppliers of goods and services acquired;
- (d) The basis of the award of contracts and orders to successful bidders; and
- (e) 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 4.09. REPORTS. Borrower agrees to 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 4.10. INSPECTIONS. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Project sites, the utilization of all goods and services financed under the Loan, the Borrower's books, records, and other documents relating to the Project and the Loan. Borrower shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of Haiti for any purpose relating to the Loan.

Article V. SPECIAL COVENANTS AND WARRANTIES

Section 5.01. BORROWER'S CONTRIBUTION TO THE PROJECT. (a) Borrower covenants to contribute the equivalent of at least ten million five hundred one thousand dollars (\$10,501,000) to the Project;

(b) Borrower shall provide promptly as needed all funds and/or facilities in addition to the Loan and the amount stated in subsection (a) of this Section, required for the punctual and effective carrying out of the Project.

Section 5.02. MAINTENANCE AND OPERATION OF IRRIGATION SYSTEMS. Prior to completion of the rehabilitation of each individual irrigation system to be rehabilitated under the Project, Borrower shall furnish to A.I.D., in form and substance satisfactory to A.I.D., a detailed operation and maintenance plan for that irrigation system.

Section 5.03. IRRIGATION SYSTEM REGULATIONS. Two years from the date of this Agreement, Borrower shall furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence that Borrower has taken any administrative, legal or other steps necessary to authorize, approve and permit the implementation of the operation and maintenance plans referred to in Section 5.02 including but not limited to necessary revisions of relevant laws and regulations.

Article VI. PROCUREMENT

Section 6.01. PROCUREMENT FROM SELECTED FREE WORLD COUNTRIES. Except as A.I.D. may otherwise agree in writing, and except as provided in subsection 6.08 (c) with respect to marine insurance, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Project of goods and services having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such goods and services ("Selected Free World Goods and Services"). Notwithstanding any other provision hereunder, motor vehicles procured under the Loan must be manufactured in the United States, and fertilizers must be of United States source and origin. All ocean shipping financed under the Loan shall have both its source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

Section 6.02. PROCUREMENT FROM HAITI. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.02 shall be used exclusively to finance the procurement for the Project of goods and services having both their source and origin in Haiti.

Section 6.03. 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 6.04. 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 6.05. IMPLEMENTATION OF PROCUREMENT REQUIREMENTS. The definitions applicable to the eligibility requirements of Sections 6.01, 6.02 and 6.04 will be set forth in detail in Implementation Letters.

Section 6.06. PLANS, SPECIFICATIONS AND CONTRACTS. (a) Except as A.I.D. may otherwise agree in writing, the Borrower shall furnish to A.I.D. promptly upon preparation, plans, specifications, schedules, bid documents, contracts and all other arrangements 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, specifications, and schedules, etc. furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) Except as A.I.D. may otherwise agree in writing, 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. Such documents shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) Except as A.I.D. may otherwise agree in writing, the following contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution:

- (i) Contracts for engineering, consultant and other professional services;
- (ii) Contracts for construction services;
- (iii) Contracts for such other services as A.I.D. may specify; and
- (iv) Contracts for such equipment and materials as A.I.D. may specify.

In the case of any of the above contracts for services, A.I.D. shall also approve in writing 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.

(e) Consulting firms used by the Borrower for the Project, but not financed under the Loan, the scope of their services and such of their personnel assigned

to the Project as A.I.D. may specify, and construction contractors used by the Borrower for the Project, but not financed under the Loan, shall be acceptable to A.I.D.

Section 6.07. REASONABLE PRICES. 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 price basis in accordance with procedures therefor prescribed in Implementation Letters.

Section 6.08. SHIPPING AND INSURANCE. (a) Selected Free World Goods financed under the Loan shall be transported to Haiti on flag carriers of any 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 rates for such vessels,

- (i) At least fifty percent (50%) of the gross tonnage of Selected Free World Goods financed under the Loan and transported on ocean vessels from United States ports (computed separately for dry bulk carriers, dry cargo liners and tankers) shall be transported on privately owned United States-flag commercial vessels; and at least fifty percent (50%) of the gross freight revenue generated by ocean shipments of Selected Free World Goods financed under the Loan and transported on dry cargo liners from United States ports shall be paid to or for the benefit of privately owned United States-flag commercial vessels; and
- (ii) At least fifty percent (50%) of the gross tonnage of all Selected Free World Goods financed under the Loan and transported on ocean vessels from non-United States ports (computed separately for dry bulk carriers, dry cargo liners and tankers) shall be transported on privately owned United States-flag commercial vessels; and at least fifty percent (50%) of the gross freight revenue generated by ocean shipments of Selected Free World Goods financed under the Loan and transported on dry cargo liners from non-United States ports shall be paid to or for the benefit of privately owned United States-flag commercial vessels.

(c) Marine insurance on Selected Free World 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 in Haiti or in a country included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of placement, and (ii) claims thereunder are payable in freely convertible currency. If in connection with the placement of marine insurance on shipments financed under United States legislation authorizing assistance to other nations, the Republic of Haiti, by statute, decree, rule or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, Selected Free World Goods financed under the Loan shall during the continuance of such discrimination be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

(d) The Borrower 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, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed or in any freely convertible currency. Any indemnification received by the Borrower 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 Borrower for replacement or repair of such goods.

Any such replacements shall have their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such replacements and shall be otherwise subject to the provisions of this Agreement.

Section 6.09. 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, Borrower agrees to furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

Section 6.10. UNITED STATES GOVERNMENT-OWNED EXCESS PROPERTY. Borrower shall utilize, with respect to goods financed under the Loan to which Borrower takes title at the time of procurement, to the maximum extent possible within the Borrower's requirements 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. Borrower shall seek assistance from A.I.D., and A.I.D. will assist Borrower 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 Borrower or its representative. The costs of inspection and of acquisition, and all charges incident to the transfer to Borrower 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, Borrower shall indicate to A.I.D. in writing on the basis of information then available to it that the Borrower determined 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 6.11. INFORMATION AND MARKING. Borrower shall give publicity to the Loan and the Project as a program of United States aid in furtherance of the Alliance for Progress and mark goods financed under the Loan, as prescribed in Implementation Letters.

Article VII. DISBURSEMENTS

Section 7.01. DISBURSEMENTS FOR UNITED STATES DOLLAR COSTS—LETTERS OF COMMITMENT TO UNITED STATES BANKS. Upon satisfaction of conditions precedent, Borrower 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 Borrower and may be financed under the Loan.

Section 7.02. DISBURSEMENT FOR LOCAL CURRENCY COSTS. Upon satisfaction of conditions precedent, Borrower may, from time to time, request disbursement by A.I.D. of local currency for Local Currency Costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement by submitting to A.I.D. such documentation as A.I.D. may prescribe in Implementation Letters. A.I.D. shall make such disbursements from local currency of Haiti owned by the United States Government and obtained by A.I.D. with United States dollars. The United States dollar equivalent of the local currency made available hereunder shall be the amount of United States dollars required by A.I.D. to obtain the local currency of Haiti.

Section 7.03. OTHER FORMS OF DISBURSEMENT. Disbursements of the Loan may also be made through such other means as Borrower and A.I.D. may agree to in writing.

Section 7.04. PROCEDURE FOR 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 Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment, and (b) in the case of disbursements pursuant to Section 7.02, on the date on which A.I.D. disburses the local currency to Borrower or its designee.

Section 7.05. TERMINAL DATE FOR DISBURSEMENT. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment or other commitment document which may be called for by another form of disbursement under Section 7.03, or amendment thereto, shall be issued in response to requests received by A.I.D. after 58 months from the date of this Agreement, and no disbursement shall be made against documentation received by A.I.D. or any bank described in Section 7.01 after 64 months from the date of this Agreement. A.I.D., at its option, may at any time or time[s] after 64 months from the date of this Agreement 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 BORROWER. Borrower may, with the prior written consent of A.I.D., by written notice 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 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 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 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 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 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 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, do any one or more of the following:

- (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 goods are from a source outside Haiti, are in a deliverable state and have not been offloaded in ports of entry for Haiti. 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 disbursement 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 the outstanding balance 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 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 (30) 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 (5) years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, banking institution, or 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 Borrower and shall be reimbursed to A.I.D. by the Borrower 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 Borrower or A.I.D. pursuant to this Agreement 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 Borrower:

Mail Address: The Secretary of State for Agriculture, Natural Resources
and Rural Development
Damien
P.-au-P, Haiti

Cable Address: (same as above)

To A.I.D.:

Mail Address: United States A.I.D. Mission to Haiti
c/o American Embassy
Port-au-Prince, Haiti

Cable Address: USAID
AmEmbassy
Port-au-Prince

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 may be in French, but must be accompanied by an official English translation.

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 Secretary of State for Agriculture, Natural Resources and Rural Development and A.I.D. will be represented by the individual holding or acting in the office of the Director, USAID/Haiti. 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 a 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 the duly authorized representatives of the Borrower 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 evidence 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 repayment in full of the Principal and payment of all accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

Section 9.06. ENGLISH LANGUAGE CONTROLS. The parties have also executed this Agreement in the French language, and in the case of ambiguity or conflict between the English and French versions of this Agreement, the English version of this Agreement shall control.

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

The Republic of Haiti:

[Signed]

By: REMILLOT LÉVEILLÉ

Title: Secretary of State
for Agriculture, Natural
Resources and Rural
Development

[Signed]

By: EMMANUEL BROS

Title: Secretary of State for
Finance and Economic Affairs

[Signed]

By: Dr. RAOUL BERRET

Title: Executive Secretary
of CONADEP

The United States of America:

[Signed]

By: HEYWARD ISHAM

Title: Ambassador Extraordinary
and Plenipotentiary

[Signed]

By: SCOTT L. BEHOTEGUY

Title: AID Mission Director

ANNEX I

DESCRIPTION OF PROJECT

A. *The Project*

The goal of this Project is to increase the production, productivity and incomes of the small farm sector. The purpose is to develop and test an institutional system for delivering resources and services to small Haitian farmers. These objectives will be achieved by introducing a prototype agricultural services delivery system into four pilot areas: the Les Cayes Plain, the area east of Jacmel, the Cul-de-Sac area, and the north-west. It is envisioned that the delivery system will subsequently be expanded to areas served by other DARNDR district offices. The resources and services to be incorporated into the program include: irrigation, soil conservation, research and development, agricultural extension, agricultural credit, agricultural training.

The Department of Agriculture, [Natural] Resources and Rural Development (DARNDR) will have principal responsibility for project implementation and the flow of resources and services to the national and regional levels; community organizations will be responsible for the flow of resources and services to the local community level. The project will also provide assistance to the Faculty of Agronomy and Veterinary Medicine (FAMV) to increase its capacity to train skilled personnel in critical areas such as soil conservation and irrigation. The specific activities to be undertaken as part of the Project are:

(1) Project Administration (GOH \$382,000; AID Loan \$138,000 and Grant \$2.0 million)

AID will provide \$138,000 of loan financing for commodities and \$2.0 million of grant financing for 19 person-years of technical assistance in the form of a Management Imple-

mentation Team (MIT) to assist DARNDR's Administration Group in meeting the administrative requirements of the Project such as preparation of implementation plans, procurement, contract administration, reporting and evaluation. Also, MIT will assist DARNDR in upgrading its management systems and provide in-service training to counterparts in project administration.

(2) Rehabilitation of Irrigation Systems (GOH \$2,816,000; AID Loan \$3,762,000)

The Project will provide loan financing for technical assistance and commodities to develop DARNDR's capacity to perform feasibility studies and rehabilitate small irrigation systems and provide continued services to water user associations. Approximately 15 systems serving 9,000 hectares will be rehabilitated. For each of these systems a water user association will be organized and members trained to ensure continued maintenance and effective organization of the system after rehabilitation work is completed.

(3) Soil Conservation (GOH \$6,559,000; AID Loan \$769,000)

Through technical assistance, participant training and commodities, the program will develop DARNDR's capacity to carry out soil conservation programs. These programs will assist farmer groups in implementing soil conservation practices on watershed areas totaling approximately 20,000 hectares by the end of the project.

(4) Research and Development (GOH \$610,000; AID Loan \$726,000 and Grant \$370,000)

Technical assistance, participant training, commodities and construction of facilities, will be provided by the Project, to increase DARNDR's capacity for applied research and the development of improved plant materials. Two research stations will be established to develop the plant materials and appropriate technological packages for small farmer cropping systems. Approximately fifty village nurseries will be established and farmer groups trained in their operation. These village nurseries will provide the second tier in the system of propagation, multiplication and distribution of improved plant materials.

(5) Agricultural Extension (GOH \$971,000; AID Loan \$647,000 and Grant \$330,000)

To increase DARNDR's extension capacity, the program will train approximately 82 extension agents and provide facilities and personnel trained to produce audio-visual materials for extension work. Training will be provided to approximately 580 farmer extension agents to better deliver resources and services to the small farmer.

(6) Agricultural Credit (GOH \$634,000; AID Loan \$1,425,000)

Up to \$425,000 in AID Loan funds will provide technical assistance and commodities, and \$1.0 million of AID Loan funds will be available for agricultural credit, to the Bureau of Agricultural Credit (BCA) to develop its capacity to implement a credit program in the project regions. Twenty-eight credit agents and 18 support staff will be trained in order to organize and service 560 farmer credit groups in the irrigated project areas. The emphasis of the credit program will initially be on cash crops, although food crops will not be excluded.

(7) Faculty of Agronomy and Veterinary Medicine (FAMV) (GOH \$250,000; AID Loan \$533,000 and Grant \$1,400,000)

The Project will provide technical assistance, participant training, commodities and construction financing to develop a fifth-year program at FAMV to provide training in the areas of soil conservation/erosion control and irrigation/watershed development and management. The school will operate initially with an imported faculty while off-shore training of permanent faculty is taking place. By end of the project period, FAMV should be able to train 12-15 students per year.

B. Resources

The AID Loan of \$8.0 million will provide for the equipment, materials, vehicles, off-shore training and some technical assistance, while the AID Grant of \$4.1 million will

provide for the rest of the technical assistance. The GOH will provide the equivalent of \$10.5 million for DARNDR personnel costs, operation and maintenance costs, labor and in-country training. Community labor valued at approximately \$1,720,000 will also be provided to support the soil conservation and irrigation activities. Since local labor costs in the project are estimates, and many construction activities foreseen in the Project, particularly those in soil and water conservation, have yet to be adapted to Haitian conditions, an appraisal will be undertaken 12-18 months after project operations have begun to determine more precisely the total GOH financial contribution for local salaries.

C. Scheduling

The attached Tables I and II summarize the AID and GOH resources to be provided to the Project and are incorporated by reference and are a part of this Annex I.

Table I

INTEGRATED AGRICULTURAL DEVELOPMENT SCHEDULED PROJECT EXPENDITURES (\$000 Omitted)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
AID:						
Loan Technical Assistance	568	426	426	334	138	1,892
Training: Off-Shore	—	180	180	160	129	649
Equipment, Materials and Vehicles	1,000	1,000	852	300	300	3,452
Construction	161	161	—	—	—	322
Agricultural Credit	—	—	300	400	300	1,000
Sub-Total	1,729	1,767	1,758	1,194	867	7,315
Contingency	—	—	—	—	—	685
TOTAL AID LOAN						8,000
GOH:						
Training: In-Country	100	100	55	—	—	255
DARNDR Personnel Costs	501	501	501	501	501	2,505
Operations and Maintenance	98	190	190	190	190	858
Labor	643	1,560	1,560	1,560	1,560	6,883
Sub-Total	1,342	2,351	2,306	2,251	2,251	10,501
Community Labor						1,721
TOTAL GOH						12,222
AID Grant	1,230	984	984	778	124	4,100
TOTAL PROGRAM AID AND GOH						24,322

Table II

	<i>Project Admin.</i>	<i>Irrigation</i>	<i>Extension Info.</i>	<i>Soil Conserva- tion</i>	<i>Research and Devl.</i>	<i>Credit</i>	<i>FAMV</i>	<i>Total</i>
AID:								
Loan Technical Assistance ..		1,282		330		280		1,892
Training: Off-Shore			173	173	173		130	649
Equipment, Materials and Vehicles	131	2,297	403	203	266	29	123	3,452
Construction					200		122	322
Agricultural Credit						1,000		1,000
Contingency and Inflation ...	7	183	71	63	87	116	158	685
Sub-Total—AID Loan	138	3,762	647	769	726	1,425	533	8,000
GOH and Communities:								
Training: In-Country			110	85	60			255
GOH Personnel Costs	231	312	674	204	300	594	190	2,505
Labor (includes community labor)		2,504		6,000	100			8,604
Operations and Mainte- nance	151		187	270	150	40	60	858
Sub-Total—GOH and Communities	382	2,816	971	6,559	610	634	250	12,222
TOTAL AID LOAN AND GOH CONTRIBUTIONS	520	6,578	1,618	7,328	1,336	2,059	783	20,222
AID Grant and Technical Assistance	2,000		330		370		1,400	4,100
TOTAL PROGRAM	2,520	6,578	1,948	7,328	1,706	2,059	2,183	24,322