



The OPEC Fund for International Development

LOAN NO. 1078P

WESTERN REGION RURAL DEVELOPMENT PROJECT

LOAN AGREEMENT

BETWEEN

THE REPUBLIC OF GUATEMALA

AND

THE OPEC FUND FOR
INTERNATIONAL DEVELOPMENT

DATED

MAY 11, 2006

The OPEC Fund for International Development

AGREEMENT dated May 11, 2006, between the Republic of Guatemala (hereinafter called the Borrower) and the OPEC Fund for International Development (hereinafter called the Fund).

Whereas OPEC Member States, being conscious of the need for solidarity among all developing countries and aware of the importance of financial cooperation between them and other developing countries, have established the Fund to provide financial support to the latter countries on concessional terms, in addition to the existing bilateral and multilateral channels through which OPEC Member States extend financial assistance to other developing countries;

And whereas the Borrower has requested assistance from the Fund in the financing of the Project described in Schedule 1 to this Agreement;

And whereas the Borrower has inter alia also requested the International Fund for Agricultural Development (IFAD) to assist in the financing of the Project by extending a loan thereto;

And whereas the Governing Board of the Fund has approved the extension of a loan to the Borrower in the amount of Ten Million US Dollars (US\$ 10,000,000) upon the terms and conditions set forth hereinafter, and has further approved that the United Nations Office for Project Services (UNOPS) be entrusted with the task of the administration of the loan provided under this Agreement, in tandem with the above-mentioned IFAD loan.

Now, therefore, the parties hereto hereby agree as follows:

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Article 1 DEFINITIONS

1.01 Wherever used in this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

(a) "Fund" means the OPEC Fund for International Development established by the Member States of the Organization of the Petroleum Exporting Countries (OPEC) by virtue of the Agreement signed in Paris on January 28, 1976, as amended.

(b) "Fund Management" means the Director-General of the Fund or his authorized representative.

(c) "Loan Administrator" means the UNOPS or such other agency as the Borrower and the Fund Management may agree upon.

(d) "Loan" means the loan provided by virtue of this Agreement.

(e) "Dollar" or the sign "\$" means the currency of the United States of America.

(f) "Project" means the National Program for which the Loan is granted as described in Schedule 1 to this Agreement and as the description thereof may be amended from time to time by agreement between the Borrower and the Fund Management.

(g) "Goods" means equipment, supplies and services required for the Project. Reference to the cost of goods shall be deemed to include also the cost of importing such goods in the territories of the Borrower.

(h) "Executing Agency" means the Borrower's Ministry of Agriculture, Livestock and Alimentation (MAGA) or such other agency as may hereafter be agreed upon between the Borrower and the Fund Management.

(i) "Closing Date" means the date, as provided in Section 2.10 of this Agreement, on which the Borrower's right to make withdrawals from the Loan shall terminate.

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(j) "Effective Date" means the date, as provided in Section 7.01 of this Agreement, on which this Agreement shall come into force and effect.

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Article 2 THE LOAN

2.01 A loan in the amount of Ten Million Dollars (\$ 10,000,000) is hereby extended by the Fund to the Borrower on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of two and a quarter of one per cent (2.25%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

2.03 The Borrower shall pay from time to time a service charge at the rate of one per cent (1%) per annum on the principal amount of the Loan withdrawn and outstanding, to meet the expenses of administering the Loan.

2.04 Interest and service charges shall be paid in Dollars semi-annually on May 15 and November 15 in each year into an account of the Fund designated for this purpose by the Fund Management.

2.05 After this Agreement has been declared effective pursuant to Section 7.01, and unless the Borrower and the Fund shall otherwise agree, the proceeds of the Loan may be withdrawn from time to time to meet expenditures made after December 2, 2003, or to be made on later dates in respect of the reasonable cost of goods required for the Project which are to be financed out of the Loan proceeds as outlined in Schedule 2 to this Agreement and in the amendments of such a Schedule duly approved by the Fund Management.

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2.06 Except as the Fund Management shall otherwise agree, withdrawals from the Loan may be made in the currencies in which the expenditures referred to in Section 2.05 have been paid or are payable. In case payment shall be requested in a currency other than Dollars, such payment shall be effected on the basis of the actual Dollar cost incurred by the Fund in meeting the request. The Fund Management shall act in the purchase of currencies as the Borrower's agent. Withdrawals in respect of expenditures in the currency of the Borrower, if any, shall be made in Dollars according to the official rate of exchange at the time of withdrawal, and in the absence of such a rate, according to a reasonable rate as the Fund Management shall, from time to time, decide upon.

2.07 Applications for withdrawal shall be prepared in two original conformed copies in conformity with "The OPEC Fund for International Development Disbursement Procedures" as approved in May 1983, a copy of which has been furnished to the Borrower. An original copy of each such withdrawal application shall thereafter be submitted, respectively to the Fund and the Loan Administrator by the representative of the Borrower designated in, or in accordance with, Section 8.02. Every application so submitted shall be accompanied with such documents and other evidence sufficient in form and substance to satisfy the Fund and the Loan Administrator that the Borrower is entitled to withdraw from the Loan the amount applied for and that the amount to be withdrawn will be used exclusively for the purposes specified in this Agreement.

2.08 The Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to the Fund Management in an amount equivalent to the Dollar amount due, according to the market exchange rate prevailing at the time and place of repayment. Repayment shall be effected in thirty semi-annual instalments commencing on May 15, 2011, after a grace period running up to that date, and thereafter in accordance with the Amortization Schedule to this Agreement. Each instalment shall be in the amount of Three Hundred Thirty-Three Thousand Three Hundred and Thirty Dollars (\$ 333,330) except for the last and thirtieth instalment which shall be in the amount of Three Hundred Thirty-Three Thousand Four Hundred and Thirty Dollars (\$ 333,430) and all such instalments shall be transferred on the date of repayment to the Fund's Account as requested by the Fund Management.

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2.09 The Borrower undertakes to ensure that no other external debt shall have priority over this Loan in the allocation, realization or distribution of foreign exchange held under the control or for the benefit of the Borrower.

2.10 The Borrower's right to make withdrawals from the loan proceeds shall terminate on June 30, 2010 or such later date as shall be established by the Fund Management. The Fund Management shall promptly inform the Borrower of such later date.

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Article 3 EXECUTION OF THE PROJECT

3.01 The Borrower shall carry out the Project with due diligence and efficiency and in conformity with sound administrative, financial and engineering practices, and shall provide, promptly as needed, the funds, facilities, services and other resources, in addition to the proceeds of the Loan, required for the purpose.

3.02 The Borrower shall ensure that the activities of its departments and agencies with respect to the carrying out of the Project are conducted and coordinated in accordance with sound administrative policies and procedures.

3.03 (a) The Borrower undertakes to insure, or make adequate provision for the insurance of, the imported goods to be financed out of the Loan against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely useable by the Borrower to replace or repair such goods.

(b) Except as the Fund shall otherwise agree, all the goods and services financed out of the proceeds of the Loan shall be used exclusively for the Project.

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(c) The procurement of goods under this Agreement shall generally be in conformity with the provisions of the "Procurement Guidelines under Loans Extended by the OPEC Fund" as approved on November 2, 1982, a copy of which has been furnished to the Borrower, or in conformity with such other procedures, not inconsistent therewith, as may be acceptable to the Fund Management.

3.04 (a) The Borrower shall furnish to the Fund and the Loan Administrator, promptly upon their preparation, the plans, specifications, contract documents and construction and procurement schedules for the Project and any material modifications thereof or additions thereto, in such detail as the Fund or the Loan Administrator shall reasonably request.

(b) The Borrower:

(i) shall maintain records and procedures adequate to record and monitor the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods and services financed out of the proceeds of the Loan, and to disclose their use in the Project;

(ii) shall enable the representatives of the Fund and the Loan Administrator to visit the facilities and construction sites included in the Project and to examine the goods and works financed out of the proceeds of the Loan and any relevant records and documents; and

(iii) shall, at regular intervals, furnish to the Fund and the Loan Administrator all such information as the Fund or the Loan Administrator shall reasonably request concerning the Project, its cost and, where appropriate, the benefits to be derived from it, the expenditures of the proceeds of the Loan and the goods, works and services financed out of such proceeds as well as a quarterly report on the progress in the implementation of the Project.

(c) Promptly after completion of the Project, but in any event not later than six months after the Closing Date, or such later date as may be agreed for this purpose after consultation between the Borrower, the Loan Administrator and the Fund, the Borrower shall prepare and furnish to the Fund and the Loan Administrator a report, of such scope

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and in such detail as the Fund Management shall reasonably request, on the execution and initial operation of the Project, its cost and the benefits derived and to be derived from it, the performance by the Borrower and the Fund of their respective obligations under this Agreement and the accomplishment of the purposes of the Loan.

3.05 The Borrower shall maintain or cause to be maintained records adequate to reflect in accordance with consistently maintained accounting practices, the operations, resources and expenditures, in respect of the Project, of the departments or agencies of the Borrower responsible for carrying out of the Project and any part thereof and shall make such records available to both the Fund and the Loan Administrator upon request of either party.

3.06 In so far as is consistent with this Agreement, the Borrower shall abide vis-à-vis the Fund by all such conditions related to the execution and administration of the Project as the Borrower accepts in its loan agreement signed or to be signed with IFAD for the partial financing of the Project, references to IFAD in such agreement being deemed for the purposes of this clause to be references to the Fund.

3.07 Subject as provided in Section 3.06, the Borrower shall consult the Fund before agreeing with IFAD on amendments of the conditions related to the execution or administration of the Project. No such amendments shall be deemed to be incorporated in this Agreement without the prior approval of the Fund.

3.08 In full recognition of the role of the Loan Administrator in the supervision of the implementation of the Project, including the review and approval of the Project contracts and the approval of procurements and of withdrawal applications, the Borrower shall cooperate fully with the Loan Administrator to ensure that the purposes of the Loan will be accomplished. In the context of the foregoing, the Borrower shall, from time to time:

- (a) exchange views with the Fund and the Loan Administrator with regard to the progress of the Project, the benefits derived therefrom and the performance of the Borrower's obligations under this Agreement, as well as other matters relating to the purposes of the Loan;

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(b) promptly inform the Fund and the Loan Administrator of any condition which interferes with, or threatens to interfere with, the progress of the Project or the performance by the Borrower of its obligations under this Agreement.

3.09 All references to the Borrower in this Article shall, mutatis mutandis, be construed as including references to the Executing Agency.

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Article 4 EXEMPTIONS

4.01 This Agreement and any supplementary agreement between the parties to it shall be free from any taxes, levies or duties levied by, or in the territory of, the Borrower on or in connection with the execution, delivery or registration thereof.

4.02 The principal of, the interest and the service charges on, the Loan shall be paid without deduction for, and free from, any charges and restrictions of any kind imposed by or in the territory of the Borrower.

4.03 All Fund documents, records, correspondence and similar material shall be considered as confidential by the Borrower, unless otherwise agreed by the Fund.

4.04 The Fund and its assets shall not be subject to any measures of expropriation, nationalization, sequestration, custody or seizure in the territory of the Borrower.

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Article 5

ACCELERATION OF MATURITY; SUSPENSION AND CANCELLATION

5.01 If any of the following events shall occur and shall continue for the period specified below, then at any subsequent time during the continuance of that event, the Fund Management may by notice to the Borrower declare the principal of the Loan then outstanding to be due and payable immediately together with the interest and service charges thereon and in that case the principal, together with the interest and all charges, shall become due and payable immediately:

(a) A default shall occur and continue for a period of thirty days in the payment of any instalment of the principal or the interest or of the service charges under this Agreement or under any other agreement by virtue of which the Borrower has or shall have received a loan from the Fund;

(b) A default shall occur in the performance of any other obligation on the part of the Borrower under this Agreement or under the Project Agreement, if any, and such default shall continue for a period of sixty days after notice thereof shall have been given by the Fund to the Borrower.

5.02 The Borrower may by notice to the Fund cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice. The Fund may by notice to the Borrower suspend or terminate the Borrower's right to make withdrawals from the loan if any of the events mentioned in Section 5.01(a) and (b) shall occur or if the Borrower's right to make withdrawals under the IFAD loan referred to in the Preamble to this Agreement shall have been suspended or cancelled or if any other extraordinary situation shall have arisen which shall make it improbable for the Project to be successfully carried out or for the Borrower to be able to perform its obligations under this Agreement.

5.03 Notwithstanding the acceleration of maturity of the Loan pursuant to Section 5.01 or its suspension or cancellation pursuant to Section 5.02, all the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Article.

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5.04 Unless otherwise agreed upon between the Borrower and the Fund Management, any cancellation shall be applied pro rata to the several maturities of the principal amount of the Loan which shall mature after the date of such cancellation.

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Article 6

ENFORCEABILITY, TERMINATION OF FUND, ARBITRATION

6.01 The rights and obligations of the parties to this Agreement shall be valid and enforceable in accordance with their terms notwithstanding any local law to the contrary. No party to this Agreement shall be entitled under any circumstances to assert any claim that any provision of this Agreement is invalid or unenforceable for any reason.

6.02 The Fund Management shall promptly inform the Borrower whenever any decision is taken for the dissolution of the Fund in accordance with the Agreement Establishing the Fund. In the event of such dissolution, this Loan Agreement shall remain in force and the Fund Management shall advise the Borrower of any substitute arrangements for the repayment of the Loan as may be devised by the appropriate authority of the Fund on such occasion.

6.03 The parties to this Agreement shall endeavour to settle amicably all disputes or differences between them, arising out of this Agreement or in connection therewith. If the dispute or difference cannot be amicably settled, it shall be submitted to arbitration by the Arbitral Tribunal as hereinafter provided:

(a) Arbitration proceedings may be instituted by the Borrower against the Fund or vice versa. In all cases, arbitration proceedings shall be instituted by a notice given by the complainant party to the respondent party.

(b) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one by the claimant party, a second by the respondent party and the third (hereinafter called the Umpire) by agreement of the two

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arbitrators. If within thirty days after notice of the institution of arbitration proceedings the respondent party fails to appoint an arbitrator, such arbitrator shall be appointed by the President of the International Court of Justice upon the request of the party instituting the proceedings. If the two arbitrators fail to agree on the Umpire within sixty days after the date of the appointment of the second arbitrator, such Umpire shall be appointed by the President of the International Court of Justice.

(c) The Arbitral Tribunal shall convene at the time and place fixed by the Umpire. Thereafter, it shall determine where and when it shall sit. The Arbitral Tribunal shall determine all questions of procedure and questions relating to its competence.

(d) All decisions of the Arbitral Tribunal shall be reached by majority vote. The award of the Tribunal, which may be rendered even if one party defaults, shall be final and binding on both parties to the arbitration proceedings.

(e) Service of any notice or process in connection with any proceedings under this Section or in connection with any proceedings to enforce any award rendered pursuant to this Section shall be made in the manner provided in Section 8.01.

(f) The Arbitral Tribunal shall decide on the manner in which the cost of arbitration shall be borne by either or both parties to the dispute.

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Article 7

EFFECTIVE DATE; TERMINATION OF THIS AGREEMENT

7.01 This Agreement shall become effective on the date upon which the Fund dispatches to the Borrower notice of its acceptance of the evidence required by Sections 7.02 and 7.03.

7.02 The Borrower shall furnish the Fund with satisfactory evidence that:

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- (a) the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower; and
- (b) the agreement in respect of the IFAD loan referred to in the Preamble to this Agreement has been declared effective or will be declared effective concurrently with this Agreement.

7.03 In keeping with Section 7.02, the Borrower shall also furnish the Fund with a certificate issued by the Attorney General of the Nation showing that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

7.04 If this Agreement shall not have come into force and effect by August 31, 2006, this Agreement and all obligations of the parties hereunder shall terminate, unless the Fund, after consideration of the reasons for the delay, shall establish a later date for the purposes of this Section.

7.05 When the entire principal amount of the Loan shall have been repaid and the interest and all charges which shall have accrued on the Loan shall have been paid, this Agreement and all obligations of the parties thereunder shall forthwith terminate.

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Article 8

NOTICE; REPRESENTATION, MODIFICATION

8.01 Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it has been delivered by hand, mail or telefax to the party to which it is required to be given or made, at the party's address specified below or at any other address as the party shall have specified in writing to the party giving the notice or making the request.

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8.02 Any action required or permitted to be taken, and any documents required or permitted to be executed under this Agreement on behalf of the Borrower shall be taken or executed by the Minister of Public Finance of the Borrower or another officer authorized by him in writing.

8.03 Any modification of the provisions of this Agreement may be agreed to on behalf of the Borrower by written instrument executed by the representative of the Borrower designated by, or pursuant to, Section 8.02; provided that in the opinion of such representative the modification is reasonable in the circumstances and will not substantially increase the obligations of the Borrower under this Agreement.

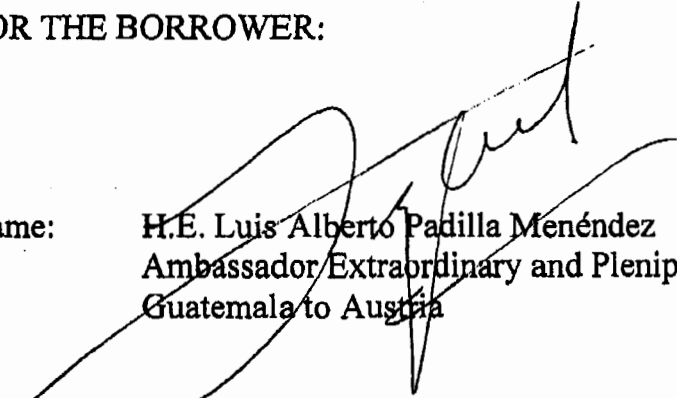
8.04 Any document delivered pursuant to this Agreement shall be in the English language. Documents in any other language shall be accompanied by an English translation thereof certified as being an approved translation and such approved translation shall be conclusive between the parties hereto.

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IN WITNESS whereof the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed and delivered at Vienna in two copies in the English language, each considered an original and both to the same and one effect as of the day and year first above written.

FOR THE BORROWER:



Name: H.E. Luis Alberto Padilla Menéndez
Ambassador Extraordinary and Plenipotentiary of the Republic of Guatemala to Austria

Address: Ministry of Public Finance
8ª Avenida y 21 Calle Zona 1
Guatemala City
Republic of Guatemala

Telefax: (502) 251 0987

FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT:



Name: H.E. Jamal Nasser Lootah
Chairman of the Governing Board



Address: The OPEC Fund for International Development
P.O. Box 995
A-1011 Vienna
Austria

Telefax: (43) 1 5139238

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SCHEDULES

Schedule 1: Description of the Project

Schedule 2: Loan Allocation

Schedule 3: Amortization Schedule

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THE REPUBLIC OF GUATEMALA WESTERN REGION RURAL DEVELOPMENT PROJECT

SCHEDULE 1 DESCRIPTION OF THE PROJECT

The Project aims generally at reducing poverty levels by addressing the exclusion and discrimination endured by the poorest groups, both indigenous and non-indigenous, in the Provinces of Huehuetenango, San Marcos, Quetzaltenango, Totonicapan and Sololá in the Western Region of Guatemala, as well as by adhering to an environmentally sustainable approach for the development of the Region's agricultural sector.

The objectives of the Project will be achieved through the implementation of the following components:

1. Development of Rural Participation and Decentralization:

This component envisages the enhancement of communications between the rural poor and their communal and municipal governments, and encompasses the following sub-components:

- A. Decentralized Management.
- B. Strengthening Local Economic Organizations.
- C. Consolidation of Municipal Decentralization Process.
- D. Labor Training.
- E. Social Investment Fund.

2. Marketing and Rural Business:

This component aims at linking agricultural and non-agricultural producers to local, regional, national and export markets, and consists of the following sub-components:

- A. Decentralized Management.
- B. Marketing Technical Assistance and Training.
- C. Commercial Development Unit.
- D. Marketing and Rural Business Infrastructure.

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3. Rural Technical Services:

This component aims at supporting the target population by improving income generating capacity as well as by transforming subsistence economic activities into profitable businesses. It encompasses the following sub-components:

- A. Decentralized Coordination.
- B. Technical Assistance Services.
- C. Productive Capitalization Fund.
- D. Financial Services Access Fund.

4. Institutional Strengthening of the Executing Agency:

The purpose of this component is to finance institutional support to the Executing Agency, particularly to reinforce its decentralized capacity to formulate and implement rural development and poverty reduction policies.

5. Decentralization Project Management Unit (DPMU):

Resources ear-marked for this component will support the establishment of a DPMU for each of the five departments in the Project area.

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SCHEDULE 2 LOAN ALLOCATION

1. Unless otherwise agreed between the Borrower and the Fund Management, the table below sets forth the components to be financed out of the proceeds of the Loan, the allocation of amounts of the Loan to each component and the percentage of total expenditures for items so to be financed in respect of each component:

Component	Amount of the Loan Allocated (Expressed in US Dollars)	Percentage of Total Expenditures to be Financed
1. Rural Development		
Participation and Decentralization		
A. Decentralized Management	---	---
B. Strengthening of local economic organizations	---	---
C. Consolidation of Municipal Decentralization process	---	---
D. Labor Skill training	---	---
E. Social Investment Fund	1,500,000	46.5
2. Marketing and Rural Business		
A. Management of the Component	---	---
B. Marketing Technical Assistance and training	---	---
C. Commercial Development Unit	---	---
D. Marketing and Rural Business Infrastructure	6,500,000	66.6
3. Rural Technical Services		
A. Coordination of the Component	---	---
B. Technical Assistance Services	---	---

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C. Productive Capitalization Fund	2,000,000	27.4
D. Financial Service Access Fund	---	---
4. Institutional Strengthening of the Executing Agency	---	---
5. Decentralized Project Management Unit	---	---
Total:	<u>10,000,000</u>	

2. Notwithstanding the allocation of an amount of the Loan or the disbursement percentages set forth in the table in paragraph 1 above, if the Fund Management has reasonably estimated that the amount of the Loan then allocated to any component will be insufficient to finance the agreed percentage of all expenditures in that component, the Fund Management may, by notice to the Borrower: (i) reallocate to such component, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then allocated to another component and which in the opinion of the Fund Management are not needed to meet other expenditures; and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of such component may continue until all expenditures thereunder shall have been made.

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SCHEDULE 3 AMORTIZATION SCHEDULE

<u>Date of Repayment</u>	<u>Amount Due</u> (Expressed in US Dollars)
May 15, 2011	333,330
November 15, 2011	333,330
May 15, 2012	333,330
November 15, 2012	333,330
May 15, 2013	333,330
November 15, 2013	333,330
May 15, 2014	333,330
November 15, 2014	333,330
May 15, 2015	333,330
November 15, 2015	333,330
May 15, 2016	333,330
November 15, 2016	333,330
May 15, 2017	333,330
November 15, 2017	333,330
May 15, 2018	333,330
November 15, 2018	333,330
May 15, 2019	333,330
November 15, 2019	333,330
May 15, 2020	333,330
November 15, 2020	333,330
May 15, 2021	333,330
November 15, 2021	333,330
May 15, 2022	333,330
November 15, 2022	333,330
May 15, 2023	333,330
November 15, 2023	333,330
May 15, 2024	333,330
November 15, 2024	333,330
May 15, 2025	333,330
November 15, 2025	<u>333,430</u>
Total:	<u>10,000,000</u>