

**JAPAN BANK FOR
INTERNATIONAL COOPERATION**

General Terms and Conditions for ODA Loans

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General Terms and Conditions for ODA Loans

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General Terms and Conditions for ODA Loans

Article I

Introduction; Inconsistency

Section 1.01. Introduction

The purpose of these General Terms and Conditions for ODA Loans (hereinafter referred to as “the General Terms and Conditions”) is to set forth the terms and conditions generally applicable to the ODA Loans provided by the BANK.

Section 1.02. Inconsistency with Loan Agreement

If any provision of the General Terms and Conditions is inconsistent with any provision of the Loan Agreement, of which the General Terms and Conditions constitute an integral part, or with any provision of the Guarantee, if any, such provision of the Loan Agreement or the Guarantee shall govern.

Article II

Definition; Reference to Articles and Sections; Headings

Section 2.01. Definitions

The following terms have the following meanings wherever used in the General Terms and Conditions.

- (a) “BANK” means JAPAN BANK FOR INTERNATIONAL COOPERATION.
- (b) “Borrower” means the party to the Loan Agreement to which the Loan is made.
- (c) “Executing Agency” means, if applicable, the organization designated in the Loan Agreement to implement the Project.
- (d) “Guarantee” means a written promise to the BANK, made by an entity in the country of the Borrower other than the Borrower constituting a guarantee for the Loan.
- (e) “Guarantor” means the entity referred to in item (d) above.
- (f) “Letter of Commitment” means an undertaking given by the BANK to make disbursement to the issuing bank of a letter of credit for the procurement of goods and services under the Loan.
- (g) “Lien” means mortgage, pledge, charge, privilege, priority, lien, encumbrance, or other security interest of any kind.
- (h) “Loan Agreement” means the particular loan agreement, as that agreement may from time to time be amended, to which the General Terms and Conditions apply. Loan Agreement includes the General Terms and Conditions as applicable thereto and all

- schedules and agreements supplemental to the Loan Agreement.
- (i) "Loan" means the loan provided for in the Loan Agreement.
 - (j) "ODA Loans" means the loans provided by the BANK under the Section(1), Paragraph 2, Article 23 of THE JAPAN BANK FOR INTERNATIONAL COOPERATION LAW.
 - (k) "Project" means the project or program for which the Loan is granted, as described in the Loan Agreement and as the description thereof may from time to time be amended by agreement between the BANK and the Borrower.
 - (l) "Public Assets" means assets of such Borrower, of any political or administrative subdivision thereof and of any entity owned or controlled by, or operating for the account or benefit of, such Borrower or any such subdivision, including gold and foreign exchange assets held by any institution performing the functions of a central bank or exchange stabilization fund, or similar functions, for such Borrower.

Section 2.02. References to Articles and Sections

References in the General Terms and Conditions to Articles or Sections are to Articles or Sections of the General Terms and Conditions.

Section 2.03. Headings

The headings of Articles and Sections of the General Terms and Conditions are inserted for convenient reference only and are not a part of the General Terms and Conditions.

Article III

**Loan; Repayment; Interest; Overdue Charge;
Method of Payment; Currency**

Section 3.01. Amount of Loan

The amount of the Loan, expressed in Japanese Yen, shall be stipulated in the Loan Agreement. The proceeds of the Loan shall be disbursed by the BANK within the limit of that amount in accordance with the disbursement procedure provided for in Article V.

Section 3.02. Repayment

(1) The principal of the Loan shall be repayable in accordance with the amortization schedule attached to the Loan Agreement.

(2) When all disbursements to be made under the Loan Agreement have been completed and the cumulative total of such disbursements is less than the full amount of the Loan stipulated therein, the difference between such amount of the Loan and the cumulative total of all disbursements shall be deducted proportionately from all subsequent instalments of repayment of principal, as indicated in the amortization schedule attached to the Loan Agreement, provided, however, that all fractions of ONE THOUSAND Japanese Yen (¥ 1,000.) of such instalments of principal shall be added to the immediately subsequent instalment of principal.

(3) The Borrower may, upon giving not less than thirty (30) days' notice in writing to the BANK, prepay in whole or in part the principal of the Loan then outstanding together with the interest accrued thereon. Any such prepayment shall be applied to the instalments in inverse order of maturity.

(4) Any payment made prior to the due date specified in the amortization schedule without the notice mentioned in the above paragraph shall not be deemed prepayment of the Loan and the Borrower shall not be discharged from the payment of interest up to the day immediately before the due date.

Section 3.03. Interest

Interest at the rate specified in the Loan Agreement shall be payable semi-annually on the principal disbursed and outstanding. Interest shall accrue from the respective dates on which the proceeds of the Loan are disbursed.

Section 3.04. Financing of Part of Banking Charges and/or Fees

For the purpose of financing part of banking charges and/or fees for disbursement of the proceeds of the Loan as referred to in Section 9.02 (2), the BANK agrees to lend the Borrower up to a cumulative amount of one tenth of one percent (0.1%) of the amount of each Letter of Commitment and/or disbursement effected in accordance with a procedure other than Letter of Commitment.

Section 3.05. Overdue Charge

(1) Should repayment of principal or payment of interest or any other charges required under the Loan Agreement be delayed, the interest specified in Section 3.03. shall cease to accrue on such overdue amount of principal on and after the due date and an overdue charge calculated at a rate of two percent (2%) per annum over and above the interest rate specified in the Loan Agreement shall be payable on the overdue amount of principal, interest or other charges for a period from the due date to the day immediately preceding the day of actual payment thereof, both inclusive.

(2) When the due date is not a banking business day in Japan, the overdue charge shall be exempted if the payment is made on the immediately succeeding banking business day.

Section 3.06. Computation of Interest and Overdue Charge

Interest and overdue charge shall accrue on a day to day basis and be computed on the basis of three hundred and sixty-five (365) days and the actual number of days elapsed.

Section 3.07. Place and Time of Payment

The Borrower shall have all payments of principal and of interest and other charges on the Loan credited to the BANK's account, which shall be designated by the BANK, by 12:00 noon, Tokyo time, on the due date.

Section 3.08. Currency in which Principal, Interest and Other Charges are Payable

Repayment of principal and payment of interest and other charges shall

be made in Japanese Yen.

Section 3.09. Notice Given by the BANK

The BANK may, when it deems it necessary, send the Borrower a Notice concerning Interest and Principal (Form No. 1 attached hereto).

Article IV

BANK's Review and Misprocurement

Section 4.01. General

Goods and services (the term "services" as used in this General Terms and Conditions includes consulting services), to be financed out of the proceeds of the Loan shall be procured in accordance with the guidelines for procurement and the guidelines for the employment of consultants.

Section 4.02. BANK's Review

The BANK may review the Borrower's procurement procedures, documents and decisions. The Loan Agreement will specify the extent to which review procedures will apply in respect of goods and services to be financed out of the proceeds of the Loan.

Section 4.03. Misprocurement

The BANK does not finance expenditures for goods and services which, in the opinion of the BANK, have not been procured in accordance with the agreed procedures and the BANK will cancel that portion of the Loan allocated to such goods and services that have been misprocured. The BANK may, in addition, exercise other remedies under the Loan Agreement.

Section 4.04. Information to be Made Public

After a contract is determined to be eligible for the BANK's financing, the names of all bidders, their bid prices (except in the case of employment of consultant), the name of successful bidder concerning the award of contract, the name of Supplier, and the amount of the contract may be made public by the BANK. The Borrower shall have all provisions and measures necessary to ensure that the above information shall be available for being made public incorporated in documents related to procurement, such as tender documents and contracts.

Article V

Disbursement

Section 5.01. Disbursement Procedure

The proceeds of the Loan shall be disbursed by the BANK as the progress of the Project renders it necessary and in accordance with the disbursement procedure.

Section 5.02. Constitution of Obligation

A disbursement effected in accordance with the disbursement proce-

dure shall constitute a valid and binding obligation upon the Borrower under the terms of the Loan Agreement with relation to such disbursement as from the date of disbursement.

Section 5.03. Adequacy of Documents

All documents or evidence required under the disbursement procedure must be adequate in form and substance to satisfy the BANK that the proceeds of the Loan to be disbursed are to be used solely for the purpose specified in the Loan Agreement.

Section 5.04. Additional Documents

The Borrower shall provide the BANK with any additional documents or evidence in support of the documents or evidence mentioned in the preceding Section which the BANK may reasonably request.

Section 5.05. Notice of Disbursement

After effecting a disbursement, the BANK shall send the Borrower a Notice of Disbursement (Form No. 2 attached hereto) .

Section 5.06. Notice of Completion of Disbursement

(1) After effecting the final disbursement under the Loan Agreement, the BANK shall send the Borrower a Notice of Completion of Disbursement (Form No. 3 attached hereto) in duplicate.

When the cumulative total of disbursements is less than the amount of the Loan and no further disbursement is required for the Project, the Borrower shall notify the BANK of the fact in order that the BANK may know that the final disbursement has been made.

(2) The Borrower shall immediately return to the BANK one copy of the Notice of Completion of Disbursement signed by a duly authorized person.

Article VI

Remedies; Failure to Exercise Rights; Non-Exemption;
Prohibition of Assignment; Non-Discrimination; Administration

Section 6.01. Remedies of the BANK

When any of the following shall occur and be continuing, the BANK may by notice to the Borrower and the Guarantor, if any, suspend in whole or in part the rights of the Borrower, and/or demand that the Borrower and/or the Guarantor, if any, fully remedy whichever of the following has occurred. If the following shall have continued for a period of thirty (30) days from the date of such notice, the BANK may terminate disbursement and/or may declare all the principal then outstanding, with the interest and any other charges thereon, to be due and payable immediately, and upon such declaration such principal, interest and other charges shall become immediately due and payable:

- (a) Default of the Borrower in repayment of principal and/or payment of interest or any other charges required under (i) the Loan Agreement

- and/or (ii) any other loan agreement between the BANK and the Borrower and/or (iii) any other guarantee by the Borrower for any other loan agreement with the BANK;
- (b) Default of the Guarantor, if any, in repayment of principal and/or payment of interest or any other charges required under (i) the Guarantee and/or (ii) any other loan agreement between the BANK and the Guarantor and/or (iii) any other guarantee by the Guarantor for any other loan agreement with the BANK;
 - (c) Default in the performance of any other terms and conditions, covenant or agreement on the part of the Borrower or the Guarantor, if any, under the Loan Agreement or the Guarantee, if any;
 - (d) The Borrower or the Executing Agency shall, without the consent of the BANK, have (i) assigned or transferred, in whole or in part, any of its obligations arising under the Loan Agreement; or (ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Loan, except with respect to transactions in the ordinary course of business which, in the opinion of the BANK, (A) do not materially and adversely affect the ability of the Borrower to perform any of its obligations under the Loan Agreement or to achieve the objectives of the Project, or the ability of the Executing Agency to perform any of its obligations arising under, or entered into pursuant to, the Loan Agreement or to achieve the objectives of the Project; and (B) do not materially and adversely affect the financial condition or operation of the Borrower or the Executing Agency.
 - (e) The Borrower or the Executing Agency shall have ceased to exist in the same legal form as that prevailing as of the date of the Loan Agreement.
 - (f) Any action shall have been taken for the dissolution, disestablishment, or suspension of operations of the Borrower or the Executing Agency.
 - (g) In the opinion of the BANK, the legal character, ownership or control of the Borrower or the Executing Agency shall have changed from that prevailing as of the date of the Loan Agreement so as to materially and adversely affect (i) the ability of the Borrower to perform any of its obligations under the Loan Agreement or to achieve the objectives of the Project; or (ii) the ability of the Executing Agency to perform any of its obligations arising under, or entered into pursuant to, the Loan Agreement, or to achieve the objectives of the Project.
 - (h) Any circumstance (including war, civil war, earthquake, flood, declaration of the Borrower or the Guarantor, if any, of inability to pay its debts, etc.) shall have arisen which makes it improbable, in the reasonable opinion of the BANK, that the Project can be carried out or that the Borrower or the Guarantor, if any, will be able to perform its obligations under the Loan Agreement or the Guarantee, if any.

Section 6.02. Failure to Exercise Rights

No failure on the part of the BANK to exercise, or delay in exercising, any of its rights under the Loan Agreement or the Guarantee, if any, shall be

construed to be a waiver thereof, nor shall any single or partial exercise by the BANK of any of its rights under the Loan Agreement or the Guarantee, if any, impair the BANK's further exercise of such right(s) or of any other right.

Section 6.03. Non-Exemption of the Borrower from Obligations

All claims or disputes in connection with the contract shall be settled among the parties thereto, and no such claims or disputes shall exempt the Borrower from any obligation incurred under the Loan Agreement.

Section 6.04. Non-Discrimination

Regarding repayment of principal and payment of interest or any other charges required under the Loan Agreement, the Borrower and the Guarantor, if any, shall undertake not to treat debts to the BANK less favorably than any other debts other than short-term debts.

Section 6.05. Negative Pledge

(1) If the Borrower is a sovereign country and any Lien shall be created on any Public Assets, as security for any external debt, which will or might result in a priority for the benefit of the creditor of such external debt in the allocation, realization, or distribution of foreign exchange, such Lien shall, unless the BANK shall otherwise agree, ipso facto and at no cost to the BANK, equally and ratably secure the principal of, and interest and other charges on, the Loan, and the Borrower or the Guarantor, in creating or permitting the creation of such Lien, shall make express provision to that effect; provided, however, that if for any constitutional or other legal reason such provision cannot be made with respect to any Lien created on assets of any of its political or administrative subdivisions, such Borrower shall promptly and at no cost to the BANK secure the principal of, and interest and other charges on, the Loan by an equivalent Lien on other Public Assets satisfactory to the BANK.

(2) The Borrower which is not a sovereign country undertakes that, except as the BANK shall otherwise agree:

- (a) if such Borrower shall create any Lien on any of its assets as security for any debt, such Lien will equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan and in the creation of any such Lien express provision will be made to that effect, at no cost to the BANK; and
- (b) if any Lien shall be created by operation of law on any assets of such Borrower as security for any debt, such Borrower shall grant at no cost to the BANK, an equivalent Lien satisfactory to the BANK to secure the payment of the principal of, and interest and other charges on, the Loan.

(3) The foregoing provisions of this Section shall not apply to: (i) any Lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property or as security for the payment of debt incurred for the purpose of financing the purchase of such property; or (ii) any Lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after the date on which it is originally incurred.

Section 6.06. Administration of Loan

(1) The Borrower shall carry out the Project, or cause it to be carried out, with all due diligence and efficiency, and in conformity with appropriate engineering, financial and environmental requirements and practices.

(2) The Borrower shall at all times operate and maintain, or cause to be operated and maintained, any facilities relevant to the Project in conformity with appropriate engineering, financial and environmental requirements and practices, and promptly as needed, make or cause to be made all necessary repairs and renewals thereof.

(3) The Borrower shall cause all goods and services financed out of the proceeds of the Loan to be used solely for the implementation of the Project under the Loan Agreement.

(4) The Borrower shall keep, or cause to be kept, books, accounts and records adequate to identify goods and services financed out of the proceeds of the Loan, to show the use made thereof in the Project, to record the progress of the Project, and to reflect, in accordance with sound and consistent accounting practice, the operations and financial situation of the Borrower or other beneficiaries of the Loan.

(5) The Borrower shall enable, or take such steps as may be necessary to enable, the BANK's representatives to visit any facilities and construction sites included in the Project and to examine goods and services financed out of the proceeds of the Loan and any plant, installation, site, works, building, property, equipment, books, accounts, records and documents relevant to the performance of the obligations of the Borrower under the Loan Agreement.

(6) The Borrower shall, in the interests of the sound administration of the Loan, furnish the BANK with, or cause to be furnished with, to the BANK all such information, at such times, in such form and in such detail, as the BANK shall reasonably request. Such information may include information with respect to the financial and economic situation in the country of the Borrower and its international balance of payments position.

(7) Should any circumstances arise which prevent, or threaten to prevent, the execution and completion of the Project on schedule, the Borrower shall promptly notify the BANK of such circumstances.

(8) The Borrower shall send, or cause to be sent, to the BANK, promptly upon formulation, details of all plans which would result in any important modification of the Project and these shall be the subject of agreement between the BANK and the Borrower.

(9) Each party to the Loan shall, from time to time, as the other party thereto shall reasonably request, afford the other party all reasonable opportunity for exchange of views between the BANK and the Borrower with regard to any and all matters relating to the Loan.

Article VII

Guarantee for Loan

Section 7.01. Non-Requirement of a Guarantee

When the BANK does not require a guarantee for the Loan, this whole Article VII shall be disregarded.

Section 7.02. Guarantee for Loan

When the BANK requires a guarantee for the Loan, the Borrower shall deliver the Guarantee to the BANK, signed by a Guarantor acceptable to the BANK, immediately after the execution of the Loan Agreement. The Guarantee shall be made substantially in the form given in Form No. 4 attached hereto.

Section 7.03. Additional Guarantee

When the amount of the Loan is to be increased, the Borrower shall deliver to the BANK, an additional Guarantee signed by the Guarantor acceptable to the BANK, immediately after the BANK and the Borrower have agreed upon such increase.

Article VIII

Arbitration

Section 8.01. Arbitral Tribunal

All disputes arising from the Loan Agreement or the Guarantee, if any, which cannot be settled amicably between the BANK and the Borrower (together with the Guarantor, if any), shall be decided, finally and exclusively, by an Arbitral Tribunal as hereinafter provided.

Section 8.02. Parties to Arbitration

The parties to such arbitration shall be the BANK on the one hand and the Borrower and the Guarantor, if any, on the other.

Section 8.03. Arbitrators

(1) The Arbitral Tribunal shall consist of three arbitrators appointed as follows:

One arbitrator shall be appointed by the BANK, a second by the Borrower and the Guarantor, if any, (where the Borrower and the Guarantor are unable to reach agreement on the choice of an arbitrator, then by the Guarantor) and a third arbitrator (hereinafter referred to as "the Umpire") shall be appointed by agreement of the parties or, if they are unable to agree, by an appropriate organ for the settlement of international disputes. If either party shall fail to appoint an arbitrator, that arbitrator shall be appointed by the Umpire.

(2) When any arbitrator appointed pursuant to the preceding paragraph shall resign, die or otherwise become unable to act as an arbitrator, a successor shall be appointed without delay in the same manner as herein

prescribed for the appointment of the original arbitrator and such successor shall have all the powers and duties of the original arbitrator.

(3) No person who has a personal or direct financial interest in the matter(s) submitted for arbitration shall be appointed as an arbitrator. The Umpire shall settle all disputes which may arise under this paragraph.

(4) The Umpire shall not be a person of the same nationality as either of the parties to arbitration.

(5) Any and all arbitrators appointed in accordance with the provisions hereof shall be bound by the provisions of this Article and shall arbitrate in accordance therewith.

Section 8.04. Arbitration Proceedings

(1) Arbitration proceedings shall be conducted in the English language and shall be instituted by the sending of a written request for arbitration by one party to the other. Such request shall contain a statement setting forth the nature of the dispute and the relief sought and/or the solution desired or proposed. Within forty (40) days of the sending of the request, each party shall notify the other of the full name, occupation, address, career and nationality of the arbitrator appointed by it.

(2) If, within sixty (60) days of the sending of such request, the parties have not agreed upon the appointment of the Umpire, the BANK shall request an appropriate organ for the settlement of international disputes to appoint the Umpire, as provided for in Section 8.03., paragraph (1).

(3) The place of meeting of the Arbitral Tribunal shall be determined by agreement between the parties, or, if they are unable to agree, by the Umpire.

Within thirty (30) days of the appointment of the Umpire or after the appointment of an arbitrator by the Umpire as provided for in Section 8.03., paragraph (1), the Umpire shall notify the parties concerned of the place, date and time of the first sitting of the Arbitral Tribunal. The places, dates and times of the second and subsequent sittings of the Arbitral Tribunal shall be fixed by the Arbitral Tribunal.

(4) The Arbitral Tribunal may, at any stage of the arbitration proceedings, request the parties to present such witnesses, documents, etc., as are considered necessary.

The Arbitral Tribunal shall decide all questions relating to its competence and shall determine its procedure. The parties shall, in any case, be afforded an oral hearing in a sitting of the Arbitral Tribunal.

Section 8.05. Arbitral Award

(1) The Arbitral Tribunal shall make an arbitral award (hereinafter referred to as "the Award") within one hundred and twenty (120) days of the date of the first sitting of the Arbitral Tribunal, provided, however, that the Arbitral Tribunal may extend this period if it considers it necessary.

(2) The Award and all other matters requiring decisions by the Arbitral Tribunal shall be decided by majority vote and shall be final and binding upon the parties, and each party shall abide by, and comply with the

Award. Any arbitrator who disagrees with the majority may append his views on the Award to the documents issued by the Arbitral Tribunal.

(3) A copy of the Award documents, signed by all three arbitrators, shall be sent without delay to each party.

(4) The Award shall not be made public without the consent of the parties.

Section 8.06. Costs of Arbitral Tribunal

(1) The costs of the Arbitral Tribunal shall consist of the following:

(a) Remuneration of the arbitrators and any other persons whose services may be required in the course of the arbitration proceedings;

(b) Expenditures incurred by the Arbitral Tribunal, including the expenditures incurred in connection with the notice provided for in Section 8.04.;

(c) Any expenses paid by the parties and deemed by the Arbitral Tribunal to be costs of the Arbitral Tribunal.

(2) The amount of the remuneration of an arbitrator other than the Umpire shall be fixed by the party which appoints that arbitrator. The amount of the remuneration of the Umpire shall be fixed by an agreement between both parties, or if they fail to agree, by the Arbitral Tribunal.

(3) The Arbitral Tribunal may, before it commences its activities, collect equal sums from both parties in such amounts as may be considered necessary to cover its costs.

The costs of the Arbitral Tribunal provided for in paragraph (1) above shall finally be borne by one or both parties according to the terms of the Award.

Section 8.07. Dissolution of Arbitral Tribunal

The Arbitral Tribunal shall not be considered dissolved until the signed copies of the Award documents provided for in Section 8.05., paragraph (1) shall have been dispatched to the parties and the costs of the Arbitral Tribunal paid in full.

Section 8.08. Enforcement of Award

If within thirty (30) days of the sending of the Award documents to the parties, the Award shall not have been complied with, a party may require judgement upon the Award or institute proceedings for enforcement of the Award against the party with obligations to it under the Award in any court of competent jurisdiction. However, no other interference, legal or otherwise, with the enforcement of the Award shall be attempted.

Article IX

Applicable Laws; Taxes and Expenses; Notices and Requests; Execution

Section 9.01. Applicable Laws

The validity, interpretation and performance of the Loan Agreement and the Guarantee, if any, shall be governed by the laws and regulations of Japan.

Section 9.02. Taxes and Expenses

(1) The Borrower and/or other beneficiaries of the Loan shall pay all taxes, charges and other expenses imposed upon the BANK within the country of the Borrower in connection with the Loan and its implementation.

(2) The Borrower shall pay, or cause to be paid, all banking charges and/or fees for disbursement of the proceeds of the Loan, repayment of principal or payment of interest or any other charges on the Loan.

Section 9.03. Notices and Requests

Any notice or request required to be given or made or which one or both parties have the right to give or make under the Loan Agreement or the Guarantee, if any, shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, received by mail or dispatched by registered airmail, cable or telex to the party to which it is to be given or made at such party's address specified in the Loan Agreement or at such other address as that party shall have designated by notice to the party giving the notice or making the request.

Section 9.04. Execution

The Loan Agreement shall be executed in duplicate in the English language, each copy being considered to be an original.

Section 9.05. Fractions

Any fraction of ONE Yen (¥1.00) which may appear in the computation of interest or any other charges under the Loan Agreement shall be disregarded.

Article X

Effectiveness and Termination of Loan Agreement

Section 10.01. Evidence of Authority and Specimen Signatures

(1) The Borrower shall furnish the BANK with satisfactory evidence of authority for the person(s) who will make, sign and deliver documents necessary for the implementation of the Loan Agreement, together with an authenticated specimen signature of each such person.

(2) When any change has been made relevant to the evidence of authority mentioned in the preceding paragraph, the Borrower shall notify the BANK in writing of the fact, providing the BANK with satisfactory new

evidence of authority.

(3) When a person(s) has been appointed to replace a person(s) specified in the evidence of authority referred to in paragraph (1) above, the Borrower shall notify the BANK in writing of the fact, providing the BANK with an authenticated specimen signature of the newly appointed person(s).

Section 10.02. Legal Opinion

(1) The Borrower shall provide the BANK with a Legal Opinion(s), made substantially in the form given in Form No. 5 and where required No. 6 attached hereto and prepared and certified by a person acceptable to the BANK showing:

- (a) With regard to the Borrower, that the Loan Agreement has been duly authorized by and executed and delivered on behalf of the Borrower and constitutes a valid and binding obligation upon the Borrower with regard to all its terms and conditions, and that the authorizations and all other procedures necessary for the implementation of the Loan Agreement have been duly effected and completed;
- (b) With regard to the Guarantor, if any, that the Guarantee has been duly authorized by and executed and delivered on behalf of the Guarantor and constitutes a valid and binding obligation upon the Guarantor with regard to all its terms and conditions.

(2) After the Loan Agreement becomes effective, the Borrower shall provide the BANK with such additional legal opinion(s) prepared and certified by the person mentioned above, on matters relating to the Loan Agreement and the Guarantee, if any, as the BANK may from time to time request.

Section 10.03. Effective Date

The Loan Agreement shall become effective on the date on which the BANK declares itself satisfied with the evidence of authority and the specimen signatures referred to in Section 10.01., paragraph (1), the Legal Opinion mentioned in Section 10.02., paragraph (1), and the Guarantee, if any.

The BANK shall immediately notify the Borrower in writing of the effective date of the Loan Agreement.

Section 10.04. Termination of Loan Agreement

(1) If the Loan Agreement shall not have become effective within one hundred and twenty (120) days (commencing with the date of signature), the Loan Agreement and the Guarantee, if any, shall terminate, unless the BANK, after consideration of the reasons for the delay, sets a later date for the purpose of this Section. The BANK shall promptly notify the Borrower of such later date.

(2) When the entire amount of the principal of the Loan shall have been repaid and all interest and other charges which shall have accrued on the Loan shall have been paid, the Loan Agreement and the Guarantee, if any, shall forthwith terminate.

(Form No. 1)

Date :
Ref. No. :

(Name and address of the Borrower)

Attention :

NOTICE CONCERNING INTEREST AND PRINCIPAL

Loan Agreement No.

Date :

Due Date at Tokyo :

Principal Repayable : _____

Interest Payable : _____

Total : _____

Interest Computation : As per attached sheet.

Note : Please credit the said amount to JAPAN BANK FOR INTERNATIONAL
COOPERATION's account with []
Tokyo, Japan by 12 noon on the due date at Tokyo.

(Authorized Signature)

Encl :

(Form No. 2)

(Name and address of the Borrower)

Date :
Ref. No. :

Attention :

Gentlemen :

NOTICE OF DISBURSEMENT

We hereby notify you that from _____ to _____ (as per attachment) we have made disbursements totaling _____.

Very truly yours,

(Form No. 3)

Date :

Ref. No. :

(Name and address of the Borrower)

Attention :

Gentlemen :

NOTICE OF COMPLETION OF DISBURSEMENT

With reference to the Loan Agreement No. _____ dated _____, we hereby notify you that all disbursements under the said Loan Agreement have been completed.

The details of disbursements under the Loan Agreement are as follows:

- 1. Loan Limit (A) : ¥ _____
- 2. Cumulative Total of Disbursements (B) : ¥ _____
- 3. Unused Balance (A-B) : ¥ _____
- 4. Date of the Final Disbursement :
- 5. Date of Completion of Disbursement :

We also wish to notify you that the said Loan Agreement shall be implemented henceforth as follows :

- 1. Amortization Schedule :
- 2. Due Dates of Interest Payments :
 - (1) Due Date of Next Payment :
 - (2) Due Date thereafter :

In confirmation of this Notice, please return to us immediately one copy, signed by a duly authorized person.

Very truly yours,

(Authorized Signature)

(Please do not detach.)

Date :

We hereby acknowledge receipt of this Notice and confirm that the Loan Agreement shall be implemented as stated above.

(Name of the Borrower)

(Form No. 4)

Date :

Ref. No. :

JAPAN BANK FOR INTERNATIONAL
COOPERATION
Tokyo, Japan

Attention : Governor

Gentlemen :

GUARANTEE FOR THE LOAN

In consideration of the Loan of _____ Japanese Yen (¥ _____)
to be extended to (*name of the Borrower*) (hereinafter referred to as "the Borrower")
by JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred
to as "the BANK") under the Loan Agreement No. _____, dated _____, between
the Borrower and the BANK (hereinafter referred to as "the Loan Agreement"),
I, the undersigned, acting for and on behalf of (*name of the Guarantor*) (hereinafter
referred to as "the Guarantor"), hereby affirm:

1. That the Guarantor has accepted all the provisions of the Loan Agreement
and agrees to guarantee jointly and severally with the Borrower any and all
liabilities arising from or in connection with the obligations of the Borrower
under the Loan Agreement.
2. That the Guarantor, furthermore, agrees that:
 - (1) The Guarantor guarantees the due and punctual payment of the principal
of and the interest and any other charges on the Loan as provided for in
the Loan Agreement;
 - (2) The Guarantor shall not be exempted from any of its liabilities under
this Guarantee by reason of any extension of maturity, forbearance or
concession given to the Borrower, any exercise of right or remedy against
the Borrower, or any modification or amplification of the provisions of
the Loan Agreement (provided that if the principal of the Loan is there-
by increased, the Guarantor shall be exempted from its liabilities to the
extent of such increase) ;

Date :

(3) So long as any part of the Loan under the Loan Agreement shall be outstanding and unpaid, the Guarantor shall:

i) Not take any action which would prevent or interfere with the performance by the Borrower or any other beneficiaries of the Loan, if any, of obligations under the Loan Agreement, and

ii) Not, without prior consent of the BANK in writing, take any action for the dissolution or disestablishment of the Borrower or any other beneficiaries of the Loan, if any, or for the suspension of their activities.

3. That the Guarantor waives notice of acceptance of this Guarantee, notice of any liability to which it may apply notice concerning principal and interest, and notice of dishonor or non-payment of any such liabilities.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and affixed my official seal, this _____ day of _____.

Very truly yours,

(Name of the Guarantor)

(Authorized signature)

Date :
Ref. No. :

JAPAN BANK FOR INTERNATIONAL
COOPERATION
Tokyo, Japan

Attention : Governor

Gentlemen :

LEGAL OPINION ON LOAN AGREEMENT

With respect to the Loan extended by JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as "the BANK") to (*name of the Borrower*) (hereinafter referred to as "the Borrower") in an aggregate amount of the Loan not exceeding _____ Japanese Yen (¥ _____) as principal in accordance with the terms and conditions of the Loan Agreement No. _____, dated _____, between the Borrower and the BANK and other agreements supplemental thereto (hereinafter referred to as "the Loan Agreement"), I, the undersigned, acting as legal counsel for the Borrower, certify as follows:

I have considered and examined, among other things, the following documents:

- (a) The Exchange of Notes between the Government of _____ and the Government of Japan, dated _____;
- (b) The Loan Agreement;
- (c) Evidence of Authority and Specimen Signatures, dated _____, issued by _____;
- (d) Other documents;
- (e) All the laws and regulations in the country of the Borrower relevant to the power and authority of the Borrower to make, sign and deliver the Loan Agreement.

Based upon the foregoing, I hereby certify as follows:

1. That the Loan Agreement has been made, signed and delivered by (*name and title of authorized person*), who has the power and authority to make, sign and deliver under (*laws or regulations*);

Date :

2. That the Borrower is authorized to borrow foreign currency funds from abroad under (*laws or regulations*) and that the terms and conditions of the Loan Agreement are in compliance with the provisions of (*laws or regulations*);
3. That, therefore, the Loan Agreement has been duly authorized by and made, signed and delivered on behalf of the Borrower and constitutes a valid and binding obligation upon the Borrower with regard to all its terms and conditions; and
4. That the authorization and any other procedures necessary for implementation of the Loan Agreement have been duly effected and completed.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and affixed my official seal, this day of

Very truly yours,

(Minister of Justice, Attorney-General
or Other Competent Authority)

(Form No. 6)

Date :

Ref. No. :

JAPAN BANK FOR INTERNATIONAL
COOPERATION
Tokyo, Japan

Attention: Governor

Gentlemen:

LEGAL OPINION ON GUARANTEE

Referring to the Guarantee given by (*name of the Guarantor*) in respect of the Loan extended by JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as "the BANK") to (*name of the Borrower*) (hereinafter referred to as "the Borrower") in an aggregate amount of the Loan not exceeding _____ Japanese Yen (¥ _____) as principal in accordance with the terms and conditions of the Loan Agreement No. _____, dated _____, between the Borrower and the BANK and other agreements supplemental thereto (hereinafter referred to as "the Loan Agreement"), I, the undersigned, acting as legal counsel for (*name of the Guarantor*) (hereinafter referred to as "the Guarantor"), certify as follows:

I have considered and examined, among other things, the following documents:

- (a) The Exchange of Notes between the Government of _____ and the Government of Japan, dated _____;
- (b) The Loan Agreement;
- (c) The Guarantee, dated _____ (hereinafter referred to as "the Guarantee"); and
- (d) All the laws and regulations in the country of the Borrower relevant to the power and authority of the Guarantor to make, sign and deliver the Guarantee.

Based upon the foregoing, I hereby certify as follows:

1. That the Guarantor has the full power and authority to guarantee the Loan made by the BANK to the Borrower in accordance with the terms and conditions of the Loan Agreement under (*laws or regulations*);

Date :

2. That the Guarantee was made and signed on *(date)*, by *(name and title)*, who is authorized to make and sign it for and on behalf of the Guarantor under *(laws or regulations)*;
3. That, therefore, the Guarantee has been duly authorized by and made, signed and delivered on behalf of the Guarantor and constitutes a valid and binding obligation upon the Guarantor with regard to all its terms and conditions; and
4. That neither legislation nor any other procedure is required for the effectiveness of the Guarantee.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and affixed my official seal, this _____ day of _____.

Very truly yours,

(Minister of Justice,

or Other Competent Authority)

Attorney-General

日本国際協力銀行

ODA 貸し付けのための一般的融資条件

1999年10月

ODA 貸し付けのための一般的融資条件

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第1条 序論：不一致

1.01 項 序論

ODA 貸し付けの一般的融資条件（以下“一般的融資条件”と言う）の目的は、BANK が提供する ODA 貸し付けに一般的に適用される条項と条件を説明することである。

1.02 項 借款契約に関する不一致

一般的融資条件のどのような規定も、一般的融資条件が不可欠部分を構成する借款契約の規定あるいは保証の規定（もしあれば）に一致しない場合は、借款契約又は保証のかかる条項が適用されることとする。

第2条 定義；箇条と項目；見出し

2.01 項 定義

下記の用語は、一般的融資条件の中の何処で使用されても、以下の意味を有する。

- (a) “BANK”は、日本国際協力銀行を意味する。
- (b) “借り手”は、作成される貸し付けの借款契約において、当事者を意味する。
- (c) “実施機関”は、該当するプロジェクトを実行するために借款契約に指定された組織を意味する。
- (d) “保証”とは、貸し付けの保証を制定する借り手以外の借り手国の組織によってつくられた BANK に対する書面の約束を意味する。
- (e) “保証人”は、上記の項目(d)に適用される組織を意味する。
- (f) “支払引受書”とは、貸し付けの下で財やサービスの調達のために、信用状の発行銀行に支払いをするための BANK によって与えられた保証を意味する。
- (g) “先取特権”とは、抵当、誓約、料金、特権、優先権、先取特権、係累、または任意の種類他の担保を意味する。
- (h) “借款契約”とは、一般的融資条件を適用することに対して時折改正することができる契約として、特定の借款契約を意味する。借款契約はそれに適切であるような一般的融資条件を含む借款契約へ補足されるすべての計画と契約を含む。
- (i) “貸し付け”とは、借款契約で規定される貸し付けを意味する。
- (j) “ODA 貸し付け”とは、日本銀行国際協力法の第23条、第2段落、(1)項にもとづく BANK によって提供される貸し付けを意味する。
- (k) “プロジェクト”とは、借款契約に記載されているように、またその記載は BANK と借り手間の合意によって適時改正されうるものとして、貸し付けが付与されるプロジェクト又はプログラムを意味する。
- (l) 「公共の資産とは、以下の機関の資産をさす。つまり借り手とそれに関わる行政・統

治機関、そしてこれらもつ便益や利益に影響を及ぼす関連機関のもつ資産である。
これら資産には、借り手に代わり、中央銀行、為替安定化基金、その他同様の機能を
担う全ての金融機関が保有する金および外国為替資産も含まれる。

2.02 項 箇条及び項目に関して

一般的融資条件における箇条又は項に対する参照は、一般的融資条件の箇条又は項にある
こととする。

2.03 項 見出し

一般的融資条件の箇条及び項の見出しは、参照の便宜のためだけに挿入されており、一般
的融資条件の一部ではない。

第3条 融資、返済、利息、延滞料、支払方法、通貨

3.01 項 融資金額

貸し付けの総額は、日本の円で表し、借款契約に明記されることとする。融資金額は、第
5条に規定される支払い手続きに従い、その金額の範囲内で BANK によって貸し出される
こととする。

3.02 項 返済

- (1)貸し付けの元本は、借款契約に添付される割賦返済予定にしたがって返済されることと
する。
- (2)借款契約にもとづく全ての支出が完了され、その支出の累積合計がそこで明記された貸
し付けの全額以下であるとき、かかる貸し付けの合計とすべての支出の累積合計の差は、
提供される借款契約に添付される割賦返済予定に指示されるものとして、元本の返済の
全ての次の分割払込金に比例して控除される。しかしながら、そうした元本の分割払込
金の全ての 1000 円の端数は、直ちに次の元本の分割払込金に加えられることとする。
- (3)BANK に対して少なくとも 30 日前の通知をすることで、借り手は未払い利息を伴う
未払いの貸し付けの元本の全額又は一部を前払いすることができる。かかる前納も原則
として支払い期日の逆の順序で分割払いが適用されることとする。
- (4)上の段落で言及されている通知なしでの割賦返済予定に指定される支払い期日より前
のどんな支払いも貸し付けの前払いとは見なされないものとし、借り手は支払い期日の
直前日まで利息の支払いから免除されないこととする。

3.03 項 利息

借款契約で指定された歩合の利息は、支払い及び未払いの元本に対して半年ごとに支払う

べきこととする。融資金額が支払われるそれぞれの期日から利息は生じるものとする。

3.04 項 銀行手数料及び／又は料金の部分の資金調達

9.02(2)項に参照される融資金額の支払いのための銀行手数料及び／又は料金の部分の資金調達の目的で、BANK は、各委任状及び／又は他の委任状の手続きに従い、もたらされた支払いの総額の 0.1%の累積金額に至るまで借り手に貸し付けることに同意する。

3.05 項 延滞料

(1)借款契約にもとづき要求される元本の償還、利息や他の料金の支払いは、繰り延べることができる。3.03 項に指定された利息は、かかる支払い期限の過ぎた元本の総額の上に生ずることを止めることとする。そして、支払い期限の後、1年を超えるごとに2%の金利で計算された延滞料と借款契約に指定された利息金利が、元本、支払い期限からそれらの実際の支払いの期日の直前日までの両者を含めた期間の利息や他の料金の延滞総額に対して支払い可能とすることとする。

(2)支払い期日が日本の銀行の営業日でないとき、支払いがすぐに続く銀行営業日に済むなら、延滞料は免除されるものとする。

3.06 項 利息の計算と延滞料

利息と延滞料金は、1日1日を基礎に発生することとし、1年あたり365日間と実際の経過日数に基づいて計算されることとする。

3.07 項 支払いの場所と時間

借り手は、支払日の東京時間の正午までに、BANK が指定する BANK の口座に全ての元本と利息及び他の料金の支払いを行うこととする。

3.08 項 元本、利息、他の料金が支払われる通貨

元本の返済、利息の支払い、他の料金は日本円で支払われることとする。

3.09 項 BANK による通知

必要性があると認めるとき、BANK は借り手に委任料金、利息及び元本に関する通知を送ることができる（ここに添付したフォーム No.1）。

第4条 BANK の調査と誤調達

4.01 項 一般

商品とサービス（この一般的融資条件で使用される“サービス”はコンサルティングサービスを含む）は、融資金額から資金調達するために、調達のためのガイドラインとコンサルタント雇用のためのガイドラインに従って、調達されることとする。

4.02 項 BANK の調査

BANK は、借り手の調達手続き、文書、及び意志決定を調査することができる。借款契約は、融資金額のうち資金調達するための商品とサービスに関して、適用する調査手続きの範囲を指定することとする。

4.03 項 誤調達

BANK の意見において、合意された手続きに従って調達されない商品とサービスのためには BANK は、費用を融資しない。そして、BANK は、誤って調達されたかかる商品とサービスに割り当てられた貸し付けの部分を取り消すこととする。さらに借款契約にもとづき、他の賠償を実行することができることとする。

4.04 項 情報公開

BANK の融資に適格する契約が定められた後、全ての入札者の名前、彼らの入札金額（コンサルタント雇用の場合を除いて）、契約の裁定に関する落札者の名前と住所、納入業者の名前と住所、裁定日と契約の総額を BANK によって公開することができることとする。借り手は、入札書類や契約書同様、上記情報が、調達関係書類と合わせて公開されることを確認するのに必要な、あらゆる準備と対策を講ずることとする。

第5条 貸付け

5.01 項 貸付規程

貸付金は、プロジェクトの進展がそれを必要としたとき、貸付規程に従って、BANK によって支払われることとする。

5.02 項 義務の設定

貸付規程に従って実行された融資は、貸付日以降、同融資に関する借款協定の下で、借り手に拘束力のある義務を課することとする。

5.03 項 書類の妥当性

貸付規程で必要とされるすべての文書または証拠は、形式と内容において、融資が借款協定で規定された目的のためだけに使われることを、BANK に納得させるに十分なものでな

なければならない。

5.04 項 追加書類

借り手は、BANK が合理的に要求する前項の文書または証拠を補足するためには、いかなる追加の文書または証拠も、BANK に提供することとする。

5.05 項 支払いの通知

支払いの実施の後、BANK は、支払い通知を借り手に送ることとする（ここに添付したフォーム 2）。

5.06 項 支払い完了の通知

- (1) 借款協定に基づく融資の総額が支払われたとき、あるいは次のように借り手が BANK にさらなる融資を要求しないと通知したときは、BANK は借り手に対して、支払い完了通知書（ここに添付したフォーム 3）を 2 通送ることとする。貸付累計が満額に達していなくても、さらなる融資をプロジェクトが必要としないときは、借り手は BANK に対して、BANK の支払いが完了したと分かるように、その事実を通知することとする。
- (2) 借り手は、職務責任者がサインした支払い完了通知書のコピーを、BANK に直ちに返送することとする。

第 6 条 損害賠償；権利行使の放棄；非免責；譲渡の禁止；非差別；管理

6.01 項 BANK の損害賠償

以下にあげる事態が発生もしくは継続するとき、BANK は、借り手と（もしあれば）保証人の両方またはその一方に、借り手の権利の全体または部分の一時停止と、あるいは、借り手と（もしあれば）保証人の両方またはその一方に、完全なる損害賠償の要求を、以下の事態のいずれが生じた場合も、通知することとする。

もし、以下の事態がかかる通告日から 30 日間継続したならば、BANK は貸付を終了させることができ、かつ／または、その時点のすべての未払い元本に、返済期日のきた利息および諸経費を加えて申告することができ、かかる申告に対して、その元本、利息、諸経費は返済期日がきたものとされる。

- (a) (1) 借款協定、および／または (2) BANK と借り手の間の他の貸付契約、および／または (3) BANK との他の貸付契約の下で要求される元本、および／または 利息あるいはすべての諸経費の返済における借り手の債務不履行。
- (b) (1) 保証人、および／または (2) BANK と保証人の間の他の貸付契約、および／または (3) 保証人による BANK との他の貸付契約に対する保証の下で要求される元本、

および／または 利息あるいはすべての諸経費の返済における（もしあれば）保証人の債務不履行。

- (c) 他の特約条項および条件、貸付契約または（もしあれば）保証の下での、借り手または（もしあれば）保証人の一部の間での誓約あるいは契約上の債務不履行。
- (d) 借り手または実施機関は、BANK の見解において、(A)借款協定に基づく義務のいくつかを履行するために、またはプロジェクトの目的を成就するために借り手の能力、または、貸付契約またはプロジェクトの目的に基づき生じた、または、それに従って結ばれたその義務のいくつかを履行するために、実施機関の能力への影響を著しく不利にすることはならない、そして (B) 借り手または実施機関の財務条件または活動を著しく不利にすることはならないという通常の事業運営への配慮を欠いて、BANK の同意なく、
 - (i) 借款協定に基づき発生する義務のいくつかの全部または一部の譲渡、移転、または
 - (ii) 借款の収益の全部または一部の資産や資金の売却、賃貸し、移転、譲渡または、処分することになった場合。
- (e) 借り手または実施機関が、借款協定の日付現在の一般的な法的形態での存在を、停止することになった場合。
- (f) 何らかの行動が、借り手または実施機関の活動の解約、廃止、または停止のためにとられることになった場合。
- (g) BANK の見解において、借り手または実施機関の法的様式、所有権、または管理は、(i) 借款協定に基づく義務を遂行するための借り手の能力や (ii) 借款協定に従い、またはプロジェクトの目的を実現するために事業に入るにあたり、生じる義務を履行するために、実施機関の能力に著しく不利な影響を与えるので、借款協定の日付現在の一般的状態から変更することになった場合。
- (h) BANK の合理的な見解において、プロジェクトは実行可能、あるいは借り手または（もしあれば）保証人は、貸付規約または（もしあれば）保証における義務の履行が可能とされる中で、何らかのありそうもない状況（戦争、内戦、地震、洪水、借り手または（もしあれば）保証人の返済不能申し立てなど）が起こってしまった場合。

6.02 項 権利行使の放棄

貸付契約または（もしあれば）保証に基づくいかなる権利についても、BANK 側の一部の不履行や執行の遅延は、権利の放棄とは解釈されず、また、BANK による貸付契約または（もしあれば）保証に基づくいかなる権利の単独もしくは部分的執行も、BANK のかかる権利の執行を損なってはならない。

6.03 項 義務からの借り手の非免責

契約に関連するすべての請求または争議は、各団体間で処理することとする、そして、かかる請求または争議は、貸付契約によって負う義務から借り手を免責しないこととする。

6.04 項 非差別（待遇差の無いこと）

貸付契約の下で要求される元本の返済、および利息あるはその他の諸経費の返済に関して、借り手と（もしあれば）保証人は、短期負債以外のいかなる負債も、銀行に対して不都合に扱うことがないようにする。

6.05 項 担保制限

- (1) もし、借り手が主権国家で、外国為替の割り当て、現金化、あるいは配分における債権者の利益を優先するよう外部負債の保護として担保が公的資産で設定されているならば、かかる担保は、BANK が別途同意しないかぎり、事実上 BANK 側に費用がかからないように、平等かつ応分に、借款の元本および利息と他の諸経費を保証することとし、借り手もしくは保証人は、かかる担保の設定あるいは許可において、その効力に関する条項を作成することとする。ただし、もし、憲法やその他の法的理由によってかかる条項が、その政治または行政部門の資産上に設定された担保と関連づけられないならば、かかる借り手は、迅速かつ BANK に費用負担なく、借款の元本、利息および他の諸経費対して、BANK にとって十分な、他の公的資産を担保として確保することとする。
- (2) BANK が別途同意する場合を除き、主権国でない借り手が責任を負うこと：
 - (a) もし、かかる借り手が、何らかの負債の保証として、いずれかの資産に担保を設定するならば、かかる担保は、平等かつ応分に、借款の元本および利息と他の経費の返済を保証することとし、かかる担保の設定において、BANK の費用負担において、その効力に関する条項を作成することとする。また、
 - (b) もし、何らかの負債の保証として、法の執行により、かかる借り手のいずれかの資産に担保が設定されるならば、かかる借り手は、BANK に費用をかけることなく、借款の元本および利息と他の経費の返済を保証するために、BANK に十分な等価の担保を与えることとする。
- (3) 本節の前述の条項は、次にはあてはまらないこととする：(i) その取得時点で、かかる資産の取得価格の支払いのための保証として、またはかかる資産取得の資金調達のためにかかった負債の支払いのための保証として、資産上に設定されたいずれかの担保、または、(ii) 銀行の業務処理の通常の流れの中で生じ、かつ当初の発生から 1 年以内に支払い期限のこない負債の保証のためのいずれかの担保。

6.06 項 借款の管理

- (1) 借り手は、あらゆる努力と能率、そして適切なエンジニアリング、財政的・環境的必要条件および慣習にしたがって、プロジェクトを実施、または実施されるようにすることとする。
- (2) 借り手は、全ての期間、適切なエンジニアリング、財政的・環境的必要条件、および慣

習に従って、プロジェクトに関係のある施設を稼働あるいは維持、または、稼働あるいは維持されるようにすることとし、必要に応じて敏速に、あらゆる修理、再建に必要なものを製造あるいは製造されるようにすることとする。

- (3) 借り手は、もっぱら借款協定に基づくプロジェクトの実施のために使われる融資金から、すべての物品およびサービスの資金を融通することとする。
- (4) 借り手は、融資金から資金供給された物品およびサービスを確認し、それがプロジェクトの中で使われたことを示し、プロジェクトの進捗を記録し、そして、堅実で一貫した経理において、融資金の借り手やその他受益者の事業と財政状況を明らかにするために、適切な書類、帳簿、記録を保持、または保持されるようにすることとする。
- (5) 借り手は、BANK の代理人が、プロジェクトに含まれるどの施設あるいは建設現場をも訪れ、融資から資金供給された物品およびサービス、プラント、設備、用地、事業、建物、資産、器材、書類、帳簿、記録および文書を調査することを可能にし、それに必要なかかる対策をとるものとする。
- (6) 借り手は、借款の堅実な管理関係者の中で、BANK が合理的に要求する、かかるすべての情報を、いかなる時、いかなる形式、いかなる詳細においても、BANK に提供、あるいは提供されるようにすることとする。かかる情報は、借り手の調達手続き、借り手国の財政的、経済的状況、そしてその返済時点での国際収支に関連する情報を含んでよい。
- (7) スケジュールの中でプロジェクトの実行及び完了を中止すべき、または中止するぞと脅かす状況が発生したときには、借り手は、そうした状況を即座に BANK に通知することとする。
- (8) 借り手は、公式文書で、プロジェクトに重要な変更をもたらすであろうすべての計画の詳細を、BANK に即座に送ることとし、かつこれらは BANK と借り手間の契約の議題とされることとする。
- (9) 融資に関わる各団体は、時あるごとに、他団体が合理的に要求するときは、融資に関係するいずれかのあるいはすべての事柄に関して、BANK と借り手間の意見交換のために、すべての合理的な機会を他の団体に与えることとする。
- (10) 借り手は、労働者と一般民衆の安全の確保に注意し、それによって深刻な建設事故を予防するよう、プロジェクトを実施、あるいはその実行ための執行機関をもたらすこととする。