Loan Agreement

(Large Scale Irrigation Modernization Project)

between

KINGDOM OF MOROCCO

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated October 26, 2015
LOAN NUMBER 8514-MA

LOAN AGREEMENT

AGREEMENT dated October 26, 2015, between KINGDOM OF MOROCCO ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of one hundred fifty million Dollars, ($150,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (e) of the General Conditions.

2.06. The Payment Dates are January 15 and July 15 in each year.
2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to: (A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and (iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.

(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

(c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05 (c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out Part 3.1 of the Project through MAPM and cause Parts 1.1, 2.1 and 3.2 of the Project to be carried out by Doukkala ORMVA, Parts 1.2, 2.2 and 3.3 of the Project to be carried out by Gharb ORMVA, Parts 1.3, 2.3 and 3.4 of the Project to be carried out by Haouz ORMVA, and Parts 1.4, 2.4 and 3.5 of the Project to be carried out by Tadla ORMVA, in accordance with the provisions of Article V of the General Conditions and the Project Agreements.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.
ARTICLE IV — REMEDIES OF THE BANK

4.01. The Additional Event of Suspension consists of the following: namely that the Project Implementing Entities’ Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of any Project Implementing Entity to perform any of its obligations under the relevant Project Agreement.

4.02. The Additional Event of Acceleration consists of the following: namely that the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V — TERMINATION

5.01. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower’s Representative is its Minister of Economy and Finance.

6.02. The Borrower’s Address is:

Ministère de l’Economie et des Finances
Avenue Mohammed V
Rabat
Kingdom of Morocco

Cable address: MINFIN
Facsimile: 212-537-67-75-30/31

6.03. The Bank’s Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address: INTBAFRAD
Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
AGREED at Rabat, Kingdom of Morocco, as of the day and year first above written.

KINGDOM OF MOROCCO

By

Authorized Representative

Name: Mohammed Boussaid

Title: Minister of Economy and Finance

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Marie Francoise Marie-Nelly

Title: Country Director
SCHEDULE 1

Project Description

The objectives of the Project are: (i) for the Doukkala ORMVA, the Gharb ORMVA, the Haouz ORMVA and the Tadla ORMVA, to provide an improved water service to farmers; and (ii) for targeted farmers in the Project Area, to have better access to improved irrigation technologies.

The Project consists of the following parts:

Part 1: Improving Irrigation Network Infrastructure

1. Doukkala ORMVA
   (a) Carrying out detailed studies, including topographic works and laboratory tests.
   (b) Provision of technical assistance for monitoring and control of works.
   (c) Upgrading main irrigation canals and constructing reservoirs to install flow-regulation systems necessary for on-demand irrigation.
   (d) Constructing feeder pipes for areas that benefit from gravity pressurization, and modernizing pumping stations for areas that need artificial pressurization.
   (e) Constructing filtration stations.
   (f) Constructing distribution piped networks to replace existing canals, or modernizing and extending existing distribution piped networks.
   (g) Installing outlets and associated devices, including meters, at the block and farm levels, to regulate, measure and control water delivered to farmers.

2. Gharb ORMVA
   (a) Carrying out detailed studies, including topographic works and laboratory tests.
   (b) Provision of technical assistance for monitoring and control of works.
   (c) Upgrading main irrigation canals and constructing reservoirs to install flow-regulation systems necessary for on-demand irrigation.
   (d) Constructing feeder pipes for areas that benefit from gravity pressurization, and modernizing pumping stations for areas that need artificial pressurization.
   (e) Constructing filtration stations.
(f) Constructing distribution piped networks to replace existing canals, or modernizing and extending existing distribution piped networks.

(g) Installing outlets and associated devices, including meters, at the block and farm levels, to regulate, measure and control water delivered to farmers.

3. **Haouz ORMVA**

   (a) Carrying out detailed studies, including topographic works and laboratory tests.

   (b) Provision of technical assistance for monitoring and control of works.

   (c) Upgrading main irrigation canals and constructing reservoirs to install flow-regulation systems necessary for on-demand irrigation.

   (d) Constructing feeder pipes for areas that benefit from gravity pressurization, and modernizing pumping stations for areas that need artificial pressurization.

   (e) Constructing filtration stations.

   (f) Constructing distribution piped networks to replace existing canals, or modernizing and extending existing distribution piped networks.

   (g) Installing outlets and associated devices, including meters, at the block and farm levels, to regulate, measure and control water delivered to farmers.

4. **Tadla ORMVA**

   (a) Carrying out detailed studies, including topographic works and laboratory tests.

   (b) Provision of technical assistance for monitoring and control of works.

   (c) Upgrading main irrigation canals and constructing reservoirs to install flow-regulation systems necessary for on-demand irrigation.

   (d) Constructing feeder pipes for areas that benefit from gravity pressurization, and modernizing pumping stations for areas that need artificial pressurization.

   (e) Constructing filtration stations.

   (f) Constructing distribution piped networks to replace existing canals, or modernizing and extending existing distribution piped networks.

   (g) Installing outlets and associated devices, including meters, at the block and farm levels, to regulate, measure and control water delivered to farmers.
Part 2: Supporting Farmers' Access to Improved Irrigation Technologies

1. **Doukkala ORMVA**
   
   (a) Provision of technical assistance to the Project Implementing Entity to support farmers to access and manage improved irrigation technologies.

   (b) Acquisition of equipment for the Project Implementing Entity to monitor performance of irrigation systems.

   (c) Provision of technical assistance to, and acquisition of equipment for the Project Implementing Entity to create an irrigation information system, and/or to strengthen an existing irrigation information system.

2. **Gharb ORMVA**

   (a) Provision of technical assistance to the Project Implementing Entity to support farmers to access and manage improved irrigation technologies.

   (b) Acquisition of equipment for the Project Implementing Entity to monitor performance of irrigation systems.

   (c) Provision of technical assistance to, and acquisition of equipment for the Project Implementing Entity to create an irrigation information system, and/or to strengthen an existing irrigation information system.

3. **Haouz ORMVA**

   (a) Provision of technical assistance to the Project Implementing Entity to support farmers to access and manage improved irrigation technologies.

   (b) Acquisition of equipment for the Project Implementing Entity to monitor performance of irrigation systems.

   (c) Provision of technical assistance to, and acquisition of equipment for the Project Implementing Entity to create an irrigation information system, and/or to strengthen an existing irrigation information system.

4. **Tadla ORMVA**

   (a) Provision of technical assistance to the Project Implementing Entity to support farmers to access and manage improved irrigation technologies.

   (b) Acquisition of equipment for the Project Implementing Entity to monitor performance of irrigation systems.
Provision of technical assistance to, and acquisition of equipment for the Project Implementing Entity to create an irrigation information system, and/or to strengthen an existing irrigation information system.

Part 3: Supporting the Project Implementing Entities to Manage the Irrigation Network and to Implement the Project

1. Provision of training and technical assistance to selected staff of MAPM, and acquisition of computer equipment, software and associated tools for Project coordination and for supporting the Project Implementing Entities as needed.

2. Doukkala ORMVA
   (a) Provision of technical assistance to the Project Implementing Entity for improving the operation and maintenance of the irrigation network.
   (b) Provision of training and technical assistance to the Project Implementing Entity, and acquisition of goods for Project implementation.
   (c) Rehabilitation of selected buildings and acquisition of office equipment for the Project Implementing Entity.

3. Gharb ORMVA
   (a) Provision of technical assistance to the Project Implementing Entity for improving the operation and maintenance of the irrigation network.
   (b) Provision of training and technical assistance to the Project Implementing Entity, and acquisition of goods for Project implementation.
   (c) Rehabilitation of selected buildings and acquisition of office equipment for the Project Implementing Entity.

4. Haouz ORMVA
   (a) Provision of technical assistance to the Project Implementing Entity for improving the operation and maintenance of the irrigation network.
   (b) Provision of training and technical assistance to the Project Implementing Entity, and acquisition of goods for Project implementation.
   (c) Rehabilitation of selected buildings and acquisition of office equipment for the Project Implementing Entity.
5. **Tadla ORMVA**

(a) Provision of technical assistance to the Project Implementing Entity for improving the operation and maintenance of the irrigation network.

(b) Provision of training and technical assistance to the Project Implementing Entity, and acquisition of goods for Project implementation.

(c) Rehabilitation of selected buildings and acquisition of office equipment for the Project Implementing Entity.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Borrower shall vest MAPM with the overall responsibility for Project coordination and implementation of Part 3.1 of the Project, Doukkala ORMVA with the overall responsibility for implementation of Parts 1.1, 2.1 and 3.2 of the Project, Gharb ORMVA with the overall responsibility for implementation of Parts 1.2, 2.2 and 3.3 of the Project, Haouz ORMVA with the overall responsibility for implementation of Parts 1.3, 2.3 and 3.4 of the Project, and Tadla ORMVA with the overall responsibility for implementation of Parts 1.4, 2.4 and 3.5 of the Project.

2. The Borrower shall implement Part 3.1 of the Project in accordance with the Project Implementation Manual. The Borrower shall not amend, suspend, abrogate, repeal or waive any provision of the Project Implementation Manual without prior approval of the Bank.

3. The Borrower shall ensure that throughout the implementation of the Project the UCGP is maintained with qualified staff and adequate resources.

B. Mid-Term Review

The Borrower shall, through MAPM:

(a) prepare, under terms of reference agreed with the Bank, and furnish to the Bank, about thirty-six (36) months after the Effective Date, a report on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

(b) review with the Bank, about thirty-eight (38) months after the Effective Date, or such later date as the Bank shall request, the report referred to in paragraph (a) of this Section I.B, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Bank's views on the matter.

C. Financial Arrangements

The Borrower shall make part of the proceeds of the Loan available to the Project Implementing Entities as a grant under arrangements satisfactory to the Bank.
D. **Anti-Corruption**

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

E. **Safeguards.**

The Borrower shall: (i) ensure that the Project is implemented in accordance with the ESIA, the EMP, the FLAP and the LAPs; (ii) not amend, suspend, abrogate, repeal or waive any provision of the ESIA, the EMP, the FLAP and the LAPs, without prior approval of the Bank; and (iii) ensure that adequate information on the implementation of the ESIA, the EMP, the FLAP and the LAPs is suitably included in the report referred to in Section I.B of this Schedule 2 and in the Project Reports referred to in Section II.A of this Schedule 2.

**Section II. Project Monitoring Reporting and Evaluation**

A. **Project Reports**

The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than forty-five (45) days after the end of the period covered by such report.

B. **Financial Management, Financial Reports and Audits**

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. The Borrower shall prepare and furnish to the Bank not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Bank.

3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six months after the end of such period.

**Section III. Procurement**

A. **General**

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall
be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. **Consultants’ Services.** All consultants’ services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:

   (a) **National Competitive Bidding,** subject to the following additional provisions:

      (i) the bidding documents include explicitly the bid evaluation method, award criteria and bidder qualification criteria;

      (ii) technical, administrative and financial envelopes are opened immediately after the bid opening session has started and prices are read aloud;

      (iii) the bids are evaluated on the basis of the price and any other criteria expressed either in pass/fail terms or in monetary terms and disclosed in the bidding document;

      (iv) contracts are awarded to the qualified bidder who has submitted the least-cost evaluated and substantially responsive bid as stipulated in the bidding document;

      (v) standard bidding documents and bid evaluation reports found acceptable by the Bank are used;

   (b) **Shopping;** and

   (c) **Direct Contracting.**
C. Particular Methods of Procurement of Consultants' Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants' services and Training for Parts 1, 2 and 3 of the Project</td>
<td>149,625,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
(2) Front-end Fee | 375,000 | Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions

(3) Interest Rate Cap or Interest Rate Collar premium | 0 | Amount due pursuant to Section 2.08(c) of this Agreement

TOTAL AMOUNT | 150,000,000 |

For the purposes of the above table, “Training” means the costs of: (i) reasonable expenditures for national and international travel, room and board and per diem expenditures incurred by trainers and trainees and by non-consultant training facilitators in connection with training provided under the Project; (ii) course fees; (iii) training facility rentals; (iv) training material preparation, acquisition, reproduction, and distribution expenses; and (v) participating in national and international workshops and conferences.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is December 31, 2022.
SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share (Expressed as a Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each January 15 and July 15, Beginning July 15, 2020 through January 15, 2040</td>
<td>2.50%</td>
</tr>
</tbody>
</table>

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

   (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

   (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any
time the Bank adopts a due date billing system under which invoices are issued on
or after the respective Principal Payment Date, the provisions of such sub-
paragraph shall no longer apply to any withdrawals made after the adoption of such
billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency
Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency,
the amount so converted in the Approved Currency that is repayable on any Principal
Payment Date occurring during the Conversion Period, shall be determined by the Bank by
multiplying such amount in its currency of denomination immediately prior to the
Conversion by either: (i) the exchange rate that reflects the amounts of principal in the
Approved Currency payable by the Bank under the Currency Hedge Transaction relating
to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion
Guidelines, the exchange rate component of the Screen Rate.

5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the
provisions of this Schedule shall apply separately to the amount denominated in each Loan
Currency, so as to produce a separate amortization schedule for each such amount.
APPENDIX

Section I. Definitions


2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


5. “Doukkala URGP” means the Unité Régionale de Gestion du Projet des Doukkala, the Regional Project Management Unit at Doukkala ORMVA established pursuant to the letter dated April 23, 2015, from the Director of Doukkala ORMVA.

6. “Environmental and Social Impact Assessment” or “ESIA” means the environmental and social impact assessment prepared and adopted by the Borrower, and disclosed on in the Bank’s Infoshop on March 12, 2015, consistent with terms of reference satisfactory to the Bank, describing potential impacts of activities under the Project and including an Environmental Management Plan.

7. “Environmental Management Plan” or “EMP” means the plan, part of the ESIA, which describes the mitigation, monitoring and institutional measures to be implemented in order to eliminate, offset or reduce any adverse environmental and social aspects in respect of the activities under the Project.

8. “Framework Land Acquisition Plan” or “FLAP” means the plan satisfactory to the Bank prepared and adopted by the Borrower and disclosed in the Bank’s Infoshop on March 12, 2015, outlining the modalities for land acquisition, resettlement and rehabilitation in respect of the activities under the Project, as well as details for the preparation of the LAPs.

10. “Gharb ORMVA” means Office Régional de Mise en Valeur Agricole du Gharb, a public enterprise established and operating pursuant to the Borrower’s Decrees No. 830-66 and No. 875-66, both dated October 22, 1966.

11. “Gharb URGP” means the Unité Régionale de Gestion du Projet du Gharb, the Regional Project Management Unit at Gharb ORMVA established pursuant to the letter dated April 22, 2015, from the Director of Gharb ORMVA.


13. “Haouz URGP” means the Unité Régionale de Gestion du Projet du Haouz, the Regional Project Management Unit at Haouz ORMVA established pursuant to the letter dated April 21, 2015, from the Director of Haouz ORMVA.

14. “Land Acquisition Plan” or “LAP” means a plan to be prepared, adopted and implemented, or caused to be implemented by the Project Implementing Entities in accordance with the FLAP, and describing the details for land acquisition, resettlement and rehabilitation in respect of the activities under the Project.

15. “MAPM” means the Ministry of Agriculture and Marine Fisheries of the Borrower, or any successor thereto.


17. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated May 6, 2015, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

18. “Project Area” means the four irrigated areas under the management of Doukkala ORMVA, Gharb ORMVA, Haouz ORMVA and Tadla ORMVA, respectively.

19. “Project Implementing Entities” means, collectively, Doukkala ORMVA, Gharb ORMVA, Haouz ORMVA and Tadla ORMVA, and “Project Implementing Entity” means any one of the Project Implementing Entities.


21. “Project Implementation Manual” means the manual adopted by the Borrower and the Project Implementing Entities, describing the implementation, financial management,
procurement, disbursement, monitoring and evaluation, and reporting arrangements for the Project, including standard bidding documents, and referred to in Section I.A.2 of Schedule 2 to this Agreement.


23. “Tadla URGP” means the Unité Régionale de Gestion du Projet du Tadla, the Regional Project Management Unit at Tadla ORMVA established pursuant to the letter dated April 23, 2015, from the Director of Tadla ORMVA.

24. “UCGP” means Unité Centrale de Gestion du Projet, the Central Project Management Unit at MAPM established pursuant to the letter dated April 23, 2015, from the Minister of Agriculture and Marine Fisheries of the Borrower.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. In the Table of Contents, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.

2. Section 3.01. (Front-end Fee) is modified to read as follows:

“Section 3.01. Front-end Fee; Commitment Charge

(a) The Borrower shall pay the Bank a front-end fee on the Loan amount at the rate specified in the Loan Agreement (the “Front-end Fee”).

(b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement (the “Commitment Charge”). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date.”

3. In the Appendix, Definitions, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth in paragraph 2 above.

4. The Appendix is modified by inserting a new paragraph 19 with the following definition of “Commitment Charge”, and renumbering the subsequent paragraphs accordingly:

“19. “Commitment Charge” means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b).”
5. In the renumbered paragraph 49 (originally paragraph 48) of the Appendix, the definition of “Front-end Fee” is modified by replacing the reference to Section 3.01 with Section 3.01 (a).

6. In the renumbered paragraph 68 (originally paragraph 67) of the Appendix, the definition of the term “Loan Payment” is modified to read as follows:

“68. “Loan Payment” means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements or these General Conditions, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, the Variable Spread Fixing Charge (if any), any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.”

7. In the renumbered paragraph 73 (originally paragraph 72) of the Appendix, the definition of “Payment Date” is modified by deleting the word “is” and inserting the words “and Commitment Charge are” after the word “interest”.