

LOAN NUMBER 7597-AR

Loan Agreement

(Second Provincial Agricultural Development Project)

between

ARGENTINE REPUBLIC

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated 27 MARCH 2009

LOAN NUMBER 7597-AR

LOAN AGREEMENT

Agreement dated 27 Feb, 2009, between ARGENTINE REPUBLIC ("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 three hundred million Dollars (\$300,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 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 interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed 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 Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be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 (d) of the General Conditions.
- 2.05. The Payment Dates are March 15 and September 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 to this Agreement.

- 2.07. (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 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; and (iii) the setting of limits on the Variable 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.
- (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 objective of the Project. To this end, the Borrower shall: (a) carry out: (i) Parts 1 and 3 of the Project, through SAGPyA; and (ii) National Subprojects which fall within the exclusive administrative jurisdiction of SAGPyA; (b) cause the Decentralized Entities (pursuant to the provisions of the corresponding Implementation Subloan Agreements) to carry out the corresponding National Subproject which falls within the administrative jurisdiction of the pertinent Decentralized Entity; (c) cause the Participating Provinces (pursuant to the provisions of the corresponding Subsidiary Loan Agreements) to carry out the pertinent Provincial Subprojects; and (d) cause Eligible Farmers (pursuant to the provisions of the corresponding Farmer Grant Agreements) to carry out the corresponding On-Farm/Off-Farm Subprojects, all in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower, through SAGPyA, and the Bank shall otherwise agree, the Borrower through SAGPyA, 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 Events of Suspension consist of the following, provided, however, that if any of the events specified in paragraphs (a) or (b) below shall have occurred and be continuing in respect of any given Decentralized Entity, or any given Participating

Province, the suspension of the Borrower's right to make withdrawals from the Loan Account may be limited by the Bank at the Bank's sole discretion to withdrawals in respect of Eligible Expenditures in respect of any said Decentralized Entity, or any said Participating Province:

- (a) Any Decentralized Entity shall have failed to comply with any of its obligations under the pertinent Implementation Subloan Agreement or any provision thereof.
- (b) Any Participating Province shall have failed to comply with any of its obligations under the pertinent Subsidiary Loan Agreement or any provision thereof.

4.02. The Additional Event of Acceleration consists of, namely, that any of the events specified in paragraphs (a) or (b) of Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — TERMINATION

5.01. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is the date ninety (90) days after the date of this Agreement, but in no case later than the eighteen (18) months after the Bank's approval of the Loan which expire on March 25, 2010

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

6.02. The Borrower's Address is:
Ministerio de Economía y Finanzas Públicas
Hipólito Yrigoyen 250
C1086 AAB, Buenos Aires
Argentina

Cable:

Telex:

Facsimile:

MINISTERIO

DE ECONOMIA

Baires

121942-AR

(5411) 4349-8815

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:

Telex:

Facsimile:

INTBAFRAD
Washington, D.C.

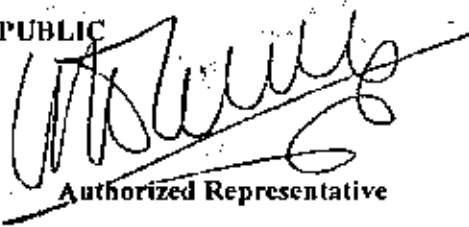
248423(MCI) or
64145(MCI)

1-202-477-6391

AGREED at Buenos Aires, Argentine Republic, as of the day and year first above written.

ARGENTINE REPUBLIC

By



Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By



Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to increase the productivity and sales volume of small and medium-size producers benefited under the Project.

The Project consists of the following parts:

Part 1: Support to Pre-Investment Activities

Provision of technical assistance to Provinces to:

- (a) prepare, and thereafter present to the Bank, an acceptable provincial agricultural development strategy (which strategy shall include, *inter alia*, the objectives, strategic priorities and investment plans of the corresponding Province);
- (b) strengthen their administrative and operational capacity to participate under Part 2 (b) of the Project;
- (c) (i) prepare the corresponding concept note (*perfil de proyecto*) of Provincial Subprojects, which concept note shall be in line with the pertinent plans mentioned in (a) and (d) (i) herein; and (ii) thereafter, once said concept note has been selected by SAGPyA as a sound concept note in accordance with the criteria set forth in the Operational Manual, prepare the corresponding Provincial Subproject proposal;
- (d) promote, on a pilot basis, regional development initiatives in selected micro-regions located in one, or in more than one, Province, which initiatives consist of, *inter alia*: (i) the creation or strengthening of CDs to increase the competitiveness in the pertinent micro-regions; and (ii) the preparation of an acceptable regional improved competition and development plan, which plan shall be consistent with the pertinent strategy mentioned in (a) above); and
- (e) promote, on a pilot basis, the establishment of public-private innovation networks to exchange knowledge with respect to agricultural practices for purposes of improving competitiveness and market access of small and medium size farmers, and facilitating the link between knowledge institutions and said farmers.

Part 2: Investments for Competitiveness

(a) Carrying out, at the federal level, of: (i) agricultural competitiveness and/or agricultural productive investments, which investments consist of, *inter alia*, the construction and/or rehabilitation of agricultural, irrigation and drainage systems, the construction and/or rehabilitation of basic public infrastructure, the development of commercial opportunities, the improvement of sanitary and quality promotion and control systems, and any other investment of a similar nature acceptable to the Bank; and (ii) institutional development activities, which activities consist of, *inter alia*, the implementation of the proposal referred to in Part 3 (b) (i) of the Project, the establishment of processes and procedures to improve the generation, execution and analysis of SAGPyA's long term rural development policies, and the establishment of

operational mechanisms in order to strengthen the coordination amongst SAGPyA, the Decentralized Entities, and selected Borrower's agencies, all as approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual.

(b) Carrying out, at the provincial level, of demand-driven: (i) agricultural competitiveness and/or agricultural productive investments, which investments consist of, *inter alia*, the construction and/or rehabilitation of agricultural, irrigation and drainage systems, the construction and/or rehabilitation of basic public infrastructure, the development of commercial opportunities, the strengthening of land-administration related activities, the improvement of sanitary and quality promotion and control systems, and any other investment of a similar nature acceptable to the Bank; and (ii) institutional development activities, which activities consist of, *inter alia*, the strengthening of the provincial capacity for the design, implementation and monitoring of long-term rural development policy frameworks, and the definition of the roles of provincial public sector agencies in the preparation and execution of public provincial investment programs, all as approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual.

(c) Carrying out of demand-driven on-farm and off-farm investments, which investments may be linked to a National Subproject and/or a Provincial Subproject, and consist of, *inter alia*: the construction and/or rehabilitation of on-farm productive infrastructure and/or productive systems, the utilization and acquisition of on-farm productive equipment, construction of storage, processing and packaging facilities, and any other investment of a similar nature acceptable to the Bank, all as approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual.

Part 3: Program Management

(a) Strengthening of the PIU's administrative and management capacity to assist the Borrower, through SAGPyA, in the coordination, implementation, supervision, administration, monitoring, and evaluation of the Project (as the case may be) through, *inter alia*: (i) carrying out of small remodeling works of the PIU's offices; and (ii) the provision of technical assistance and training, and the acquisition and utilization of the office equipment required therefor.

(b) Carrying out of: (i) a study to adopt a new institutional framework proposal for the PIU; (ii) a study to re-define the approach taken, at the federal and provincial levels, in respect of the operation and maintenance of infrastructure systems; and (iii) ongoing evaluations of Project activities in accordance with the system referred to in Part 3 (c) (ii) below.

(c) Design and implementation of: (i) a Project management information system; and (ii) an independent evaluation system to carry the evaluations mentioned in Part 3 (b) (iii) above.

SCHEDULE 2

Project Execution

Section I: Implementation Arrangements and Other Arrangements

- A. Without limitation to the provisions of Section 3.01 of this Agreement, the Borrower, through SAGPyA, shall ensure, and cause the Decentralized Entities, Participating Provinces and Eligible Farmers to ensure, that the Project activities under their responsibility are carried out in accordance with the provisions of the Anti-Corruption Guidelines.
- B. (a) Without limitation to the provisions of Section 3.01 of this Agreement, the Borrower, through SAGPyA, shall carry out, and cause the Decentralized Entities, Participating Provinces and Eligible Farmers to carry out, the Project activities under their responsibility in accordance with the provisions of the Operational Manual.
- (b) In case of any conflict between the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.
- C. (a) For purposes of carrying out any given approved National Subproject which falls within the administrative jurisdiction of a Decentralized Entity, the Borrower, through SAGPyA, shall onlend a portion of the proceeds of the Loan allocated to Categories (1)(a), (2)(a), (3)(a), (4)(a) and (5)(a) (the Implementation Subloan) to the relevant Decentralized Entity under an implementation agreement (the Implementation Subloan Agreement) to be entered into between the Borrower, through SAGPyA, and said Decentralized Entity under terms and conditions which shall have been approved by the Bank which shall include, *inter alia*, those set forth in Schedule 4 to this Agreement.
- (b) (i) The Borrower, through SAGPyA, shall exercise its rights and carry out its obligations under each Implementation Subloan Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; and (ii) except as the Bank shall otherwise agree, the Borrower, through SAGPyA, shall not assign, amend, abrogate, terminate, waive or fail to enforce any Implementation Subloan Agreement or any provision thereof.
- D. (a) For purposes of carrying out any given approved Provincial Subproject, the Borrower, through SAGPyA, shall onlend a portion of the proceeds of the Loan allocated to Categories (1)(b), (2)(b), (3)(b), (4)(b) and (5)(b) (the Subsidiary Loan) to the pertinent Participating Province under a subsidiary loan agreement (the Subsidiary Loan Agreement) to be entered into between the Borrower, through SAGPyA, and said Participating Province under terms and conditions which shall have been approved by the Bank which shall include, *inter alia*, those set forth in Schedule 5 to this Agreement.
- (b) (i) The Borrower, through SAGPyA, shall exercise its rights and carry out its obligations under each Subsidiary Loan Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; and (ii) except as the Bank shall otherwise agree, the Borrower, through SAGPyA, shall not assign, amend, abrogate, terminate, waive or fail to enforce any Subsidiary Loan Agreement or any provision thereof.

- E. (a) For purposes of carrying out any given On-Farm/Off-Farm Subproject, the Borrower, through SAGPyA, shall make available, on a grant basis, a portion of the proceeds of the Loan allocated to Categories (1) (c), (2) (c) and (3) (c) (the Farmer Grant) to the pertinent Eligible Farmer under a grant agreement (the Farmer Grant Agreement) to be entered into between the Borrower, through SAGPyA, and said Eligible Farmer under terms and conditions which shall have been approved by the Bank which shall include, *inter alia*, those set forth in Schedule 6 to this Agreement.
- (b) (i) The Borrower, through SAGPyA, shall exercise its rights and carry out its obligations under each Farmer Grant Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; and (ii) except as the Bank shall otherwise agree, the Borrower, through SAGPyA, shall not assign, amend, abrogate, terminate, waive or fail to enforce any Farmer Grant Agreement or any provision thereof.
- F. Upon approval of a National Subproject which falls under the exclusive administrative jurisdiction of SAGPyA or under the exclusive administrative jurisdiction of a Decentralized Entity, the Borrower, through SAGPyA, shall: (a) prior to the commencement of any works or activities under said National Subproject (as the case may be) carry out, or cause said Decentralized Entity to carry out, an environmental/social screening and/or an environmental/social assessment (as the case may be) of the pertinent works/activities, and if determined by the Bank, approve an environmental/social management plan or similar environmental/social instrument, acceptable to the Bank, for each said works/activities (which plan or similar environmental/social instrument shall be based on the results of the environmental/social screening and/or environmental/social assessment mentioned herein, and the Bank's comments on the results of said screening and/or assessment, if any), all in accordance with the provisions of the Environmental/Social Management Manual; and (b) immediately after said approval, implement and/or cause said Decentralized Entity to implement (as the case may be) the corresponding environmental/social management plan (or similar environmental/social instrument) in accordance with its terms.
- G. Upon approval of a Provincial Subproject, the Borrower, through SAGPyA, shall cause the corresponding Participating Province to: (a) prior to the commencement of any works/activities under said Provincial Subproject (as the case may be) carry out and/or cause to be carried out an environmental/social screening and/or an environmental/social assessment (as the case may be) of the pertinent works/activities, and if determined by the Bank, approve and/or cause said Participating Province to approve an environmental/social management plan or similar environmental/social instrument, acceptable to the Bank, for each said works/activities (which plan or similar environmental/social instrument shall be based on the results of the environmental/social screening and/or environmental/social assessment mentioned herein, and the Bank's comments on the results of said screening and/or assessment, if any), all in accordance with the provisions of the Environmental/Social Management Manual; and (b) immediately after said approval, implement and/or cause to be implemented (as the case may be) the corresponding environmental/social management plan (or similar environmental/social instrument) in accordance with its terms.

- II.** Upon approval of an On-Farm/Off-Farm Subproject, the Borrower, through SAGPyA, shall cause the corresponding Eligible Farmer to: (a) prior to the commencement of any works/activities under said On-Farm/Off-Farm Subproject (as the case may be) carry out and/or cause to be carried out an environmental/social screening and/or an environmental/social assessment (as the case may be) of the pertinent works/activities, and if determined by the Bank, approve and/or cause said Eligible Farmer to approve an environmental/social management plan or similar environmental/social instrument, acceptable to the Bank, for each said works/activities (which plan or similar environmental/social instrument shall be based on the results of the environmental/social screening and/or environmental/social assessment mentioned herein, and the Bank's comments on the results of said screening and/or assessment, if any), all in accordance with the provisions of the Environmental/Social Management Manual; and (b) immediately after said approval, implement and/or cause to be implemented (as the case may be) the corresponding environmental/social management plan (or similar environmental/social instrument) in accordance with its terms.
- I.** Without limitation to the pertinent provisions of this Agreement, and if, as a result of the definition of the zone of impact in respect of any given Subproject and/or of the carrying out of the pertinent environmental/social screening and/or environmental/social assessment (as referred to in Section I.F, I.G and I.H of this Agreement), it is determined that Resettlement will be involved in respect of any given Subproject, the Borrower, through SAGPyA, shall, and/or shall cause the pertinent Decentralized Entity, Participating Province and/or Eligible Farmer (as the case may be) to: (a) prior to the carrying out of any works/activities under the corresponding Subproject, prepare and furnish to the Bank, a resettlement plan (acceptable to the Bank) for each said Subproject (which plan shall be consistent with the provisions of the Resettlement Policy Framework); and (b) immediately thereafter implement and/or cause to be implemented each resettlement plan in accordance with its terms, and in a manner acceptable to the Bank.
- J.** Without limitation to the pertinent provisions of this Agreement, and if as a result of the carrying out of the environmental/social screening and/or environmental/social assessment referred to in I.F, I.G and I.H of this Agreement, it is determined that indigenous peoples are present in the pertinent area and/or scope of any given Subproject, the Borrower, through SAGPyA, shall, and/or shall cause the pertinent Decentralized Entity, Participating Province and/or Eligible Farmer (as the case may be) to: (a) prior to the carrying out of any works/activities under the corresponding Subproject, prepare and furnish to the Bank an indigenous peoples development plan (acceptable to the Bank) for each said Subproject (which plan shall be consistent with the provisions of the Indigenous Peoples Planning Framework); and (b) immediately thereafter implement and/or cause to be implemented each indigenous peoples development plan in accordance with its terms, and in a manner acceptable to the Bank.
- K.** Without limitation to the provisions of Section 3.01 (a) of this Agreement, the Borrower, through SAGPyA, shall: (a) not later than one year after the Effective Date, carry out the study referred to in Part J (b) (i) of the Project in a manner and on terms acceptable to the Bank; (b) not later than three months after the completion of said study, prepare and furnish to the Bank an action plan, acceptable to the Bank (which plan shall be based on

works, Non-Consultant Services and consultants' services under the Project (as the case may be):

- (a) procurement of goods, works, Non-Consultant Services and consultants' services (in respect of firms) shall be carried out using: (i) standard bidding documents and standard requests for quotations/proposals (as the case may be), all acceptable to the Bank, which shall all include, *inter alia*, a settlement of dispute provision; (ii) model bid evaluation forms, and model quotations/proposals evaluation forms (as the case may be); and (iii) model contract forms, all acceptable to the Bank;
- (b) all contracts for works in respect of Subprojects to be procured under the Project shall contain a methodology, acceptable to the Bank, whereby the price of each said contracts shall be adjusted through the use of price adjustment formulas, in a manner acceptable to the Bank;
- (c) a two-envelope bidding procedure shall not be allowed in the procurement of goods, works and Non-Consultant Services;
- (d) after the public opening of bids for goods, works and Non-Consultant Services, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards, shall not be disclosed to bidders or other persons not officially concerned with this process until the publication of contract award. In addition, bidders and/or other persons not officially concerned with said process shall not be allowed to review or make copies of other bidders' bids;
- (e) after the public opening of consultants' proposals, information relating to the examination, clarification and evaluation of proposals and recommendations concerning awards, shall not be disclosed to consultants or other persons not officially concerned with this process until the publication of contract award (except as provided in paragraphs 2.20 and 2.27 of the Consultant Guidelines). In addition, consultants and/or other persons not officially concerned with said process shall not be allowed to review or make copies of other consultants' proposals;
- (f) bidders or consultants shall not, as a condition for submitting bids or proposals and/or for contract award: (i) be required to be registered in Argentina; (ii) have a representative in Argentina; and (iii) be associated or subcontract with Argentine suppliers, contractors or consultants;
- (g) the invitations to bid, bidding documents, minutes of bid openings, requests for expressions of interest and the pertinent summary of the evaluation reports of bids and proposals of all goods, works, Non-Consultant Services and consultants' services procured by the Borrower, through SAGPyA, and the Decentralized Entities (as the case may be) shall be published in the web page of the Borrower's Office of National Procurement (*Oficina Nacional de Contrataciones*), and in a manner acceptable to the Bank. The bidding period

shall be counted from the date of publication of the invitation to bid or the date of the availability of the bidding documents, whichever is later, to the date of bid opening;

- (h) the invitations to bid, bidding documents, minutes of bid openings, requests for expressions of interest and the pertinent summary of the evaluation reports of bids and proposals of all goods, works, Non-Consultant Services and consultants' services procured by the relevant Participating Province shall be published in: (i) the web page of said Participating Province; (ii) the web page of SAGPyA; and (iii) the web page of the Borrower's Office of National Procurement (*Oficina Nacional de Contrataciones*), all in a manner acceptable to the Bank. The bidding period shall be counted from the date of publication of the invitation to bid in SAGPyA's web page.
- (i) the provisions set forth in paragraphs 2.49, 2.50, 2.52, 2.53, 2.54 and 2.59 of the Procurement Guidelines shall also be applicable to contracts for goods, works and Non-Consultant Services to be procured under National Competitive Bidding procedures;
- (j) references to bidders in one or more specialized magazines shall not be used by the Borrower, through SAGPyA, the Decentralized Entities and/or Participating Provinces in determining if the bidder in respect of goods whose bid has been determined to be the lowest evaluated bid has the capability and resources to effectively carry out the contract as offered in the bid, as referred to in the provision set forth in paragraph 2.58 of the Procurement Guidelines. The provision set forth in paragraph 2.58 of the Procurement Guidelines (including the limitation set forth herein) shall also be applicable to contracts for goods to be procured under National Competitive Bidding procedures;
- (k) witness prices shall not be used as a parameter for bid evaluation, bid rejection or contract award;
- (l) the Borrower, through SAGPyA, shall: (i) supply the SEPA with the information contained in the initial Procurement Plan within 30 days after the Project has been approved by the Bank; and (ii) update the Procurement Plan at least every six months, or as required by the Bank, to reflect the actual project implementation needs and progress and shall supply the SEPA with the information contained in the updated Procurement Plan immediately thereafter;
- (m) the provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines providing for domestic preference in the evaluation of bids shall apply to goods manufactured in the territory of the Borrower in respect of contracts for goods to be procured under International Competitive Bidding procedures;
- (n) consultants shall not be required to submit bid or performance securities;

- (o) contracts of goods, works and Non-Consultant Services shall not be awarded to the "most convenient" bid, but rather to the bidder whose bid has been determined: (i) to be substantially responsive; and (ii) to offer the lowest evaluated bid, provided that said bidder has demonstrated to the Borrower, through SAGPyA and/or the pertinent Decentralized Entity and/or Participating Province and/or the Eligible Farmer (as the case may be) to be qualified to perform the contract satisfactorily; and
- (p) the types of contracts described in Section IV of the Consultant Guidelines shall be the only types of contracts to be used by the Borrower, through SAGPyA, the Decentralized Entities, the Participating Provinces and the Eligible Farmers in connection with the contracting of consultants' services provided by a firm and to be financed with the proceeds of the Loan.

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

- 1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and Non-Consultant Services shall be procured under contracts awarded on the basis of International Competitive Bidding.
- 2. **Other Methods of Procurement of Goods, Works and Non-Consultant Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and Non-Consultant Services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding
(b) Shopping
(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 table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Least Cost Selection
(b) Quality-Based Selection
(c) Selection under a Fixed Budget
(d) Selection Based on the Consultants' Qualifications
(e) Single Source Selection
(f) Procedures set forth in paragraphs 5.2 through 5.4 of the Consultant Guidelines for the Selection of Individual Consultants
(g) Sole Source Procedures for the Selection of Individual Consultants set forth in paragraph 5.4 of the Consultant Guidelines 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

- 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.
- 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.

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed
(1) Works		
(a) under National Subprojects	2,000,000	80%
(b) under Provincial Subprojects	165,550,000	80%
(c) under On-Farm/Off-Farm Subprojects	4,300,000	100% of amounts disbursed under the pertinent Farmer Grant
(d) under Part 3 (a) (i) of the Project	150,000	80%

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed
(2) Goods and Non-Consultant Services		
(a) under National Subprojects	1,150,000	80%
(b) under Provincial Subprojects	6,200,000	80%
(c) under On-Farm/Off-Farm Subprojects	37,300,000	100% of amounts disbursed under the pertinent Farmer Grant
(d) under Parts 1 and 3 of the Project	2,000,000	80%
(3) Consultants' services		
(a) under National Subprojects	2,750,000	100%
(b) under Provincial Subprojects	15,550,000	100%
(c) under On-Farm/Off-Farm Subprojects	2,700,000	100% of amounts disbursed under the pertinent Farmer Grant
(d) under Parts 1 and 3 of the Project	28,250,000	100%
(4) Training		
(a) under National Subprojects	600,000	100%
(b) under Provincial Subprojects	2,400,000	100%
(c) under Part 3 of the Project	2,950,000	100%

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed
(5) Operating Costs		
(a) under National Subprojects	100,000	50%
(b) under Provincial Subprojects	4,550,000	50%
(c) under Parts 1 and 3 of the Project	2,350,000	50%
(6) Unallocated	18,400,000	
(7) Front-end Fee	750,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(8) Premia for Interest Rate Caps and Interest Collars	0	Amounts payable pursuant to Section 2.07 (c) of this Agreement
TOTAL AMOUNT	300,000,000	

For purposes of this table:

(a) the term "Training" means expenditures (other than those for consultants' services) incurred by the Borrower, through SAGPyA, Decentralized Entities and/or Participating Provinces, all as approved by the Bank on the basis of an annual budget acceptable to the Bank, to finance reasonable transportation costs and per-diem of trainees and trainers (if applicable), training registration fees, and rental of training facilities and equipment under the Project activities under their responsibility; and

(b) the term "Operating Costs" means reasonable recurrent expenditures, based on an annual budget previously approved by the Bank, that would not have been incurred by SAGPyA, the PIU and SIUs absent the Project, for: (i) transportation and per-diem costs of the PIU and SIU staff; (ii) transportation and per-diem costs of the SAGPyA's staff (as approved by the Bank) assigned to assist the Borrower in the carrying out of Part I of the Project; (iii) Project administration costs (including office rent), operation and maintenance of office equipment; and (iv) non-durable goods, but excluding salaries.

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.

SCHEDULE 4

Terms and Conditions of Implementation Subloan Agreements

Each Implementation Subloan Agreement shall contain, *inter alia*, the following provisions:

- (a) the obligation of the Borrower, through SAGPyA:
 - (i) to promptly disburse to each Decentralized Entity the proceeds of the Implementation Subloan in a manner acceptable to the Bank; and
 - (ii) to ensure that Part 2 (a) of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines;
- (b) the right of the Borrower, through SAGPyA, to take remedial actions against the pertinent Decentralized Entity in case said Decentralized Entity shall have failed to comply with any of its obligations under the pertinent Implementation Subloan Agreement (which actions may include, *inter alia*, the partial or total suspension and/or cancellation of the proceeds of the corresponding Implementation Subloan (as the case may be), all as previously agreed with the Bank); and
- (c) the obligation of each Decentralized Entity:
 - (i) to use the proceeds of the Implementation Subloan exclusively for the financing of the corresponding National Subproject;
 - (ii) to provide the funds, facilities, services and other resources, necessary or appropriate to carry out the corresponding National Subproject;
 - (iii) to ensure that the pertinent National Subproject is carried out, in accordance with the provisions of the Anti-Corruption Guidelines in respect of said National Subproject;
 - (iv) to repay the proceeds of the Implementation Subloan (which Implementation Subloan shall be denominated in Dollars equivalent and carry the same interest rate applicable to the Loan pursuant to Section 2.04 of this Agreement) withdrawn by the Decentralized Entity (together with interest and other charges thereon): (A) in the same currency in which the corresponding principal amount of the Loan and interest and other charges thereon are repaid by the Borrower to the Bank pursuant to Article III of the General Conditions; and (B) under repayment terms (including payment of interest and other charges thereon) that shall coincide with those repayment terms set forth in Schedule 3 to this Agreement;

- (v) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Implementation Subloan Agreement or any provision thereof unless previously agreed by the Bank;
- (vi) if applicable, to comply, or caused to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07 and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works and services, and maintenance of facilities, plans, documents and records, cooperation and consultation and visits, respectively) in respect of the pertinent National Subproject; and
- (vii) to take or permit to be taken all action to enable the Borrower, through SAGPyA, to comply with its obligations referred to in this Agreement, as applicable to the carrying out of the pertinent National Subproject.

SCHEDULE 5

Terms and Conditions of Subsidiary Loan Agreements

Each Subsidiary Loan Agreement shall contain, *inter alia*, the following provisions:

- (a) the obligation of the Borrower, through SAGPyA:
 - (i) to promptly disburse to each Participating Province the proceeds of the corresponding Subsidiary Loan in a manner acceptable to the Bank; and
 - (ii) to ensure that Part 2 (b) of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines;
- (b) the right of the Borrower, through SAGPyA, to take remedial actions against the pertinent Participating Province in case said Participating Province shall have failed to comply with any of its obligations under the pertinent Subsidiary Loan Agreement (which actions may include, *inter alia*, the partial or total suspension and/or cancellation of the proceeds of the Subsidiary Loan (as the case may be), all as previously agreed with the Bank); and
- (c) the obligation of each Participating Province:
 - (i) to use the Subsidiary Loan exclusively for the financing of the pertinent Provincial Subproject;
 - (ii) to provide the counterpart funds, facilities, services and other resources, necessary or appropriate to carry out the corresponding Provincial Subproject;
 - (iii) to ensure that the pertinent Provincial Subproject is carried out in accordance with the provisions of the Anti-Corruption Guidelines;
 - (iv) to repay the proceeds of the Subsidiary Loan (which Subsidiary Loan shall be denominated in Dollars equivalent and carry the same interest rate applicable to the Loan pursuant to Section 2.04 of this Agreement) withdrawn by the Participating Province (together with interest and other charges thereon): (A) in the same currency in which the corresponding principal amount of the Loan and interest and other charges thereon are repaid by the Borrower to the Bank pursuant to Article III of the General Conditions; and (B) under repayment terms (including payment of interest and other charges thereon) that shall coincide with those repayment terms set forth in Schedule 3 to this Agreement;

- (v) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the **Subsidiary Loan Agreement** or any provision thereof unless previously agreed by the Bank;
- (vi) if applicable, to comply, or caused to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07 and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works and services, and maintenance of facilities, plans, documents and records, cooperation and consultation and visits, respectively) in respect of the pertinent Provincial Subproject;
- (vii) to take or permit to be taken all action to enable the Borrower, through SAGPyA, to comply with its obligations referred to in this Agreement, as applicable to the carrying out of the pertinent Provincial Subproject; and
- (viii) to maintain compliance (including the obligation to establish adequate mechanisms and/or undertake the appropriate actions to maintain compliance), at least during Project implementation, with the provisions of the Fiscal Responsibility Law (or with the provisions of a fiscal framework consistent with the principles and parameters embedded in the Fiscal Responsibility Law in case a Participating Province has not adhered to said law), so as to achieve fiscal sustainability.

SCHEDULE 6

Terms and Conditions of Farmer Grant Agreements

Each Farmer Grant Agreement shall contain, *inter alia*, the following provisions:

- (a) **the obligation of the Borrower, through SAGPyA:**
 - (i) to promptly disburse to each Eligible Farmer the proceeds of the pertinent Farmer Grant in a manner acceptable to the Bank; and
 - (ii) to ensure that Part 2 (c) of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines;
- (b) **the right of the Borrower, through SAGPyA, to take remedial actions against the pertinent Eligible Farmer in case said Eligible Farmer shall have failed to comply with any of its obligations under the pertinent Farmer Grant Agreement (which actions may include, *inter alia*, the partial or total suspension and/or cancellation of the corresponding Farmer Grant (as the case may be), all as previously agreed with the Bank); and**
- (c) **the obligation of each Eligible Farmer:**
 - (i) to use the proceeds of the Farmer Grant exclusively for the financing of the corresponding On-Farm/Off-Farm Subproject;
 - (ii) to, except as the Bank shall otherwise agree, provide: (A) a contribution of at least 60% of the total cost of the corresponding On-Farm/Off-Farm Subproject (as said total cost is approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual); and (B) facilities, services and other resources, necessary or appropriate to carry out the corresponding On-Farm/Off-Farm Subproject;
 - (iii) to ensure that the pertinent On-Farm/Off-Farm Subproject is carried out in accordance with the provisions of the Anti-Corruption Guidelines;
 - (iv) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Farmer Grant Agreement or any provision thereof unless previously agreed by the Bank;
 - (v) if applicable, to comply, or caused to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07 and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works and services, and maintenance of facilities, plans, documents and records, cooperation and consultation and visits, respectively) in respect of the pertinent On-Farm/Off-Farm Subproject; and

- (vi) to take or permit to be taken all action to enable the Borrower, through SAGPyA, to comply with its obligations referred to in this Agreement, as applicable to the carrying out of the pertinent On-Farm/Off-Farm Subproject.

APPENDIX

Section I. Definitions.

1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006.
2. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. "CD" means a provincial public-private micro-regional entity vested with legal personality which has the responsibility of, *inter alia*, ensuring that the pertinent plan mentioned in Part 1 (d) (ii) of the Project is implemented.
4. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004 and revised in October 2006.
5. "Decentralized Entity" means a public federal entity vested with legal personality which meets the eligibility criteria set forth in the Operational Manual to carry out a National Subproject (as said terms are defined herein).
6. "Eligible Farmer" means an individual small or medium size farmer, or an entity vested with legal personality (comprised of individual small and/or medium size farmers), that meets the criteria set forth in the Operational Manual to carry out an On-Farm/Off-Farm Subproject (as said terms are defined herein).
7. "Environmental/Social Management Manual" means the Borrower's manual dated March 7, 2008, acceptable to the Bank (included in the Operational Manual), which sets forth, *inter alia*: (a) the guidelines for carrying out the environmental/social screenings/assessments referred to in Section I.F (a), I.G (a) and I.H (a) of Schedule 2 to this Agreement; (b) the generic description of the type of environmental impacts which may affect Subprojects, including the list of excluded investments under the Project (including any Subproject which will involve international waterways activities (as determined by the Bank)); (c) the guidelines to be followed in connection with the finding of cultural property; (d) the guidelines to be followed to prevent forest degradation and promote reforestation and regeneration of natural forests; (e) the guidelines to be followed to prevent natural habitat conversion or degradation; (f) the Indigenous Peoples Planning Framework; (g) the Resettlement Policy Framework; (h) the actions to mitigate any environmental negative impact as a result of the carrying out of the Project; (i) the pest management practices to be followed in case any Subproject involves the use of pesticides; and (j) the guidelines and procedures to be followed in connection with the small remodeling works under Part 3 (a) (i) of the Project (as said terms are defined herein).
8. "Farmer Grant" means any grant provided under the pertinent Farmer Grant Agreement to finance up to 40% of the total cost of the pertinent On-Farm/Off-Farm Subproject (as

said total cost is approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual) (as said terms are defined herein).

9. "Farmer Grant Agreement" means any of the agreements referred to in Section I.E (a) of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Bank.
10. "FAU" means any of the units referred to in Section I.P (a) (ii) of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.
11. "Fiscal Responsibility Law" means the Borrower's law No. 25.917 dated August 4, 2004 (duly published in the Borrower's official gazette on August 25, 2004), which establishes, *inter alia*, a federal regime of fiscal responsibility with the objective of ensuring fiscal sustainability at the provincial level, through the setting of general rules of fiscal behavior and the provision of greater transparency in public management, and such term also includes the regulations to said law.
12. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 1, 2005 (as amended through February 12, 2008).
13. "Implementation Subloan Agreement" means any of the agreements referred to in Section I.C (a) of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Bank.
14. "Implementation Subloan" means any loan provided under the pertinent Implementation Agreement to finance the corresponding National Subproject which falls within the exclusive administrative jurisdiction of a Decentralized Entity (as said terms are defined herein).
15. "Indigenous Peoples Planning Framework" means the Borrower's framework dated March 7, 2008, acceptable to the Bank (included in the Environmental/Social Management Manual), which framework includes, *inter alia*, the principles, objectives, methodology and the contents to be included in each indigenous peoples development plan.
16. "IPC" means the committee referred to in Section I.N (a) (i) (B) of Schedule 2 to this Agreement.
17. "National Subproject" means any of the investments and/or activities referred to in Part 2 (a) of the Project.
18. "Non-Consultant Services" means services which will be bid and contracted on the basis of performance of measurable physical outputs.
19. "On-Farm/Off-Farm Subproject" means any of the investments referred to in Part 2 (c) of the Project.

20. "Operational Manual" means the Borrower's manual (*Reglamento Operativo*) dated August 12, 2008, acceptable to the Bank, which sets forth, *inter alia*: (a) the criteria for selecting Eligible Farmers, Decentralized Entities and Participating Provinces under the Project (which criteria shall include, *inter alia*, in respect of each Participating Province, the establishment of an acceptable control framework, and an acceptable financial management system, and that said system is in operation); (b) the criteria for selecting concept notes of Provincial Subprojects as referred to in Part 1 (c) (ii) of the Project; (c) the criteria for evaluating, selecting and approving Subprojects (which criteria shall include, *inter alia*, the list of excluded investments under the Project included in the Environmental/Social Management Manual); (d) the structures, functions and responsibilities of the IPC, FAU, PLU, PIU, SIU and the SEU; (e) the Environmental/Social Management Manual; (f) the Project's chart of accounts and internal controls; (g) the format of: (A) the unaudited interim financial reports referred to in Section II. B.2 of Schedule 2 to this Agreement; and (B) the Financial Statements; (h) the terms of reference for carrying out the Project audits under Section II.B.3 of Schedule 2 to this Agreement; (i) the Project indicators (including the results framework); and (j) the Project disbursement and procurement procedures, as said manual may be updated and/or amended from time to time with the agreement of the Bank.
21. "Participating Province" mean any Province which has met the eligibility criteria set forth in the Operational Manual to carry out a Provincial Subproject (as said terms are defined herein).
22. "PIU" means the unit referred to in Section I.N (a) (i) (A) of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.
23. "PLU" means any of the units referred to in Section I.P (a) (i) of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.
24. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006.
25. "Procurement Plan" means the Borrower's procurement plan for the Project, dated August 7, 2008 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
26. "Province" means any of the political subdivisions of the Borrower, as per Title Two of the Borrower's 1994 Constitution.
27. "Provincial Subproject" means any of the investments and/or activities referred to in Part 2 (b) of the Project.
28. "Resettlement" means the impact of an involuntary taking of land under the Project, which taking causes affected persons to have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or

permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.

29. "Resettlement Policy Framework" means the Borrower's framework dated March 7, 2008, acceptable to the Bank (included in the Environmental/Social Management Manual) which sets forth, *inter alia*, the principles and objectives governing Resettlement preparation and implementation, and a description of the process for preparing and approving resettlement plans under the Project (as said terms are defined herein).
30. "SAGPyA" means *Secretaria de Agricultura, Ganaderia, Pesca y Alimentos*, the Secretariat of Agriculture, Livestock, Fisheries and Food established within the Borrower's Ministry of Production, or any successor thereto acceptable to the Bank.
31. "SEPA" means the Bank's publicly accessible Procurement Plans Execution System.
32. "SEU" means the unit referred to in Section I.N (a) (ii) of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.
33. "SIU" means any of the units referred to in Section I.O (a) of Schedule 2 to this Agreement.
34. "Subproject" means a National Subproject, a Provincial Subproject, and/or an On-Farm/Off-Farm Subproject (as said terms are defined herein).
35. "Subsidiary Loan" means any loan provided under the pertinent Subsidiary Loan Agreement to finance the corresponding Provincial Subproject (as said terms are defined herein).
36. "Subsidiary Loan Agreement" means any of the agreements referred to in Section I.D (a) of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Bank.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Paragraph (a) of Section 2.07 is modified to read as follows:

Section 2.07. Refinancing Preparation Advance; Capitalizing Front-end Fee and Interest

(a) If the Loan Agreement provides for the repayment out of the proceeds of the Loan of an advance made by the Bank or the Association ("Preparation Advance"), the Bank shall, on behalf of such Loan Party, withdraw from the Loan Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance as at the date of such withdrawal from the Loan Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Bank shall

pay the amount so withdrawn to itself or the Association, as the case may be, and shall cancel the remaining unwithdrawn amount of the advance."

2. Paragraph (1) of Section 7.02 is modified to read as follows:

"Section 7.02. *Suspension by the Bank*

... (1) *Ineligibility.* The Bank or the Association has declared the Borrower (other than the Member Country) or the Project Implementing Entity ineligible to receive proceeds of any financing made by the Bank or the Association or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank or the Association, as a result of a determination by the Bank or the Association that the Borrower or the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Bank or the Association."

3. The following term and definition set forth in the Appendix is modified as follows, and the following new term and definition is added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The term "Project Preparation Advance" is modified to read "Preparation Advance" and its definition is modified to read as follows:

"Preparation Advance" means the advance referred to in the Loan Agreement and repayable in accordance with Section 2.07 (a)."

1088-AR.doc/KB
Legal Department
CONFIDENTIAL DRAFT
(Subject to Change)
R. Pastor
August 12, 2008

ANNEX 3

LOAN NUMBER _____-AR

Loan Agreement

(Second Provincial Agricultural Development Project)

between

ARGENTINE REPUBLIC

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated

, 200_

-1-

MAAIA CRISTINA COCHELLA
Tribunales P blicas Nacionales
C p. Fed. T  V - P  17
Col. Trad. Mat. N  120

Maria Cristina Cochella

LOAN AGREEMENT

Agreement dated _____, 200_, between ARGENTINE REPUBLIC ("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 three hundred million Dollars (\$300,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 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 interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed 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 (d) of the General Conditions.
- 2.05. The Payment Dates are March 15 and September 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 to this Agreement.

A COCHELLA
Ica Nacional
V. F. 17
H. N.º 120

- 2.07. (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 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; and (iii) the setting of limits on the Variable 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.
- (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.

A COCHILLA
Ira Nacional
V. P. 17

11. Nº 120 3.01.

ARTICLE III — PROJECT

- The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall: (a) carry out: (i) Parts 1 and 3 of the Project, through SAGPyA; and (ii) National Subprojects which fall within the exclusive administrative jurisdiction of SAGPyA; (b) cause the Decentralized Entities (pursuant to the provisions of the corresponding Implementation Subloan Agreements) to carry out the corresponding National Subproject which falls within the administrative jurisdiction of the pertinent Decentralized Entity; (c) cause the Participating Provinces (pursuant to the provisions of the corresponding Subsidiary Loan Agreements) to carry out the pertinent Provincial Subprojects; and (d) cause Eligible Farmers (pursuant to the provisions of the corresponding Farmer Grant Agreements) to carry out the corresponding On-Farm/Off-Farm Subprojects, all in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower, through SAGPyA, and the Bank shall otherwise agree, the Borrower through SAGPyA, 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 Events of Suspension consist of the following, provided, however, that if any the events specified in paragraphs (a) or (b) below shall have occurred and be continuing in respect of any given Decentralized Entity, or any given Participating Province, the suspension of the Borrower's right to make withdrawals from the Loan Account may be limited by the Bank at the Bank's sole discretion to withdrawals in respect of Eligible Expenditures in respect of any said Decentralized Entity, or any said Participating Province:

(a) Any Decentralized Entity shall have failed to comply with any of its obligations under the pertinent Implementation Subloan Agreement or any provision thereof.

(b) Any Participating Province shall have failed to comply with any of its obligations under the pertinent Subsidiary Loan Agreement or any provision thereof.

4.02. The Additional Event of Acceleration consists of, namely, that any of the events specified in paragraphs (a) or (b) of Section 4.01 of this Agreement occur and is continuing for a period of 60 days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — TERMINATION

5.01. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is the date ninety (90) days after the date of this Agreement, but in no case later than the eighteen (18) months after the Bank's approval of the Loan which expire on

A COCHILLA
Red Nacional
IV - P. 17
N° 120

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower's Representative is its Minister of Economy and Production.

6.02. The Borrower's Address is:
Ministerio de Economía y Producción
Hipólito Yrigoyen 250
C1086 AAB, Buenos Aires
Argentina

Cable:	Telex:	Facsimile:
MINISTERIO DE ECONOMIA Baires	121942-AR	(5411) 4349-8815

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:

Telex:

Facsimile:

INTBAFRAD
Washington, D.C.

248423(MCI) or
64145(MCI)

1-202-477-6391

AGREED at _____ as of the day and year first above written.

A. G. SCHILLA
Lic. Nacional
N.º 17
es. N.º 120

ARGENTINE REPUBLIC

By

Authorized Representative

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Authorized Representative

SCHEDULE I

Project Description

The objective of the Project is to increase the productivity and sales volume of small and medium-size producers benefited under the Project.

The Project consists of the following parts:

Part 1: Support to Pre-Investment Activities

Provision of technical assistance to Provinces to:

(a) prepare, and thereafter present to the Bank, an acceptable provincial agricultural development strategy (which strategy shall include, *inter alia*, the objectives, strategic priorities and investment plans of the corresponding Province);

(b) strengthen their administrative and operational capacity to participate under Part 2 (b) of the Project;

(c) (i) prepare the corresponding concept note (*perfil de proyectos*) of Provincial Subprojects, which concept note shall be in line with the pertinent plans mentioned in (a) and (d) (i) herein; and (ii) thereafter, once said concept note has been selected by SAGPyA as a sound concept note in accordance with the criteria set forth in the Operational Manual, prepare the corresponding Provincial Subproject proposal;

INA COCHELLA
Distrito de Cochella
T. y
M. H.
promote, on a pilot basis, regional development initiatives in selected micro-regions located in one, or in more than one, Province, which initiatives consist of, *inter alia*: (i) the creation or strengthening of CDAs to increase the competitiveness in the pertinent micro-regions; and (ii) the preparation of an acceptable regional improved competition and development plan, which plan shall be consistent with the pertinent strategy mentioned in (a) above); and

(c) promote, on a pilot basis, the establishment of public-private innovation networks to exchange knowledge with respect to agricultural practices for purposes of improving competitiveness and market access of small and medium size farmers, and facilitating the link between knowledge institutions and said farmers.

Part 2: Investments for Competitiveness

(a) Carrying out, at the federal level, of: (i) agricultural competitiveness and/or agricultural productive investments, which investments consist of, *inter alia*, the construction and/or rehabilitation of agricultural, irrigation and drainage systems, the construction and/or rehabilitation of basic public infrastructure, the development of commercial opportunities, the improvement of sanitary and quality promotion and control systems, and any other investment of a similar nature acceptable to the Bank; and (ii) institutional development activities, which activities consist of, *inter alia*, the implementation of the proposal referred to in Part 3 (b) (i) of the Project, the establishment of processes and procedures to improve the generation, execution

and analysis of SAGPyA's long term rural development policies, and the establishment of operational mechanisms in order to strengthen the coordination amongst SAGPyA, the Decentralized Entities, and selected Borrower's agencies, all as approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual.

(b) Carrying out, at the provincial level, of demand-driven: (i) agricultural competitiveness and/or agricultural productive investments, which investments consist of, *inter alia*, the construction and/or rehabilitation of agricultural, irrigation and drainage systems, the construction and/or rehabilitation of basic public infrastructure, the development of commercial opportunities, the strengthening of land-administration related activities, the improvement of sanitary and quality promotion and control systems, and any other investment of a similar nature acceptable to the Bank; and (ii) institutional development activities, which activities consist of, *inter alia*, the strengthening of the provincial capacity for the design, implementation and monitoring of long-term rural development policy frameworks, and the definition of the roles of provincial public sector agencies in the preparation and execution of public provincial investment programs, all as approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual.

(c) Carrying out of demand-driven on-farm and off-farm investments, which investments may be linked to a National Subproject and/or a Provincial Subproject, and consist of, *inter alia*: the construction and/or rehabilitation of on-farm productive infrastructure and/or productive systems, the utilization and acquisition of on-farm productive equipment, construction of storage, processing and packaging facilities, and any other investment of a similar nature acceptable to the Bank, all as approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual.

INA COCHELLA

Oficina Nacional

Program Management

(a) Strengthening of the PIU's administrative and management capacity to assist the Borrower, through SAGPyA, in the coordination, implementation, supervision, administration, monitoring, and evaluation of the Project (as the case may be), through, *inter alia*: (i) carrying out of small remodeling works of the PIU's offices; and (ii) the provision of technical assistance and training, and the acquisition and utilization of the office equipment required therefor.

(b) Carrying out of: (i) a study to adopt a new institutional framework proposal for the PIU; (ii) a study to re-define the approach taken, at the federal and provincial levels, in respect of the operation and maintenance of infrastructure systems; and (iii) ongoing evaluations of Project activities in accordance with the system referred to in Part 3 (c) (ii) below.

(c) Design and implementation of: (i) a Project management information system; and (ii) an independent evaluation system to carry the evaluations mentioned in Part 3 (b) (iii) above.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements and Other Arrangements

- A. Without limitation to the provisions of Section 3.01 of this Agreement, the Borrower, through SAGPyA, shall ensure, and cause the Decentralized Entities, Participating Provinces and Eligible Farmers to ensure, that the Project activities under their responsibility are carried out in accordance with the provisions of the Anti-Corruption Guidelines.
- B. (a) Without limitation to the provisions of Section 3.01 of this Agreement, the Borrower, through SAGPyA, shall carry out, and cause the Decentralized Entities, Participating Provinces and Eligible Farmers to carry out, the Project activities under their responsibility in accordance with the provisions of the Operational Manual.
- (b) In case of any conflict between the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.
- C. (a) For purposes of carrying out any given approved National Subproject which falls within the administrative jurisdiction of a Decentralized Entity, the Borrower, through SAGPyA, shall onlend a portion of the proceeds of the Loan allocated to Categories (1)(a), (2)(a), (3)(a), (4)(a) and (5)(a) (the Implementation Subloan) to the relevant Decentralized Entity under an implementation agreement (the Implementation Subloan Agreement) to be entered into between the Borrower, through SAGPyA, and said Decentralized Entity under terms and conditions which shall have been approved by the Bank which shall include, *inter alia*, those set forth in Schedule 4 to this Agreement.
- (b) (i) The Borrower, through SAGPyA, shall exercise its rights and carry out its obligations under each Implementation Subloan Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; and (ii) except as the Bank shall otherwise agree, the Borrower, through SAGPyA, shall not assign, amend, abrogate, terminate, waive or fail to enforce any Implementation Subloan Agreement or any provision thereof.
- D. (a) For purposes of carrying out any given approved Provincial Subproject, the Borrower, through SAGPyA, shall onlend a portion of the proceeds of the Loan allocated to Categories (1)(b), (2)(b), (3)(b), (4)(b) and (5)(b) (the Subsidiary Loan) to the pertinent Participating Province under a subsidiary loan agreement (the Subsidiary Loan Agreement) to be entered into between the Borrower, through SAGPyA, and said Participating Province under terms and conditions which shall have been approved by the Bank which shall include, *inter alia*, those set forth in Schedule 5 to this Agreement.
- (b) (i) The Borrower, through SAGPyA, shall exercise its rights and carry out its obligations under each Subsidiary Loan Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; and (ii) except as the Bank shall otherwise agree, the Borrower, through SAGPyA, shall not assign, amend, abrogate, terminate, waive or fail to enforce any Subsidiary Loan Agreement or any provision thereof.

A. COGNELLA
100 Macdonald
V. P. 17
R. No. 120

E. (a) For purposes of carrying out any given On-Farm/Off-Farm Subproject, the Borrower, through SAGPyA, shall make available, on a grant basis, a portion of the proceeds of the Loan allocated to Categories (1) (c), (2) (c) and (3) (c) (the Farmer Grant) to the pertinent Eligible Farmer under a grant agreement (the Farmer Grant Agreement) to be entered into between the Borrower, through SAGPyA, and said Eligible Farmer under terms and conditions which shall have been approved by the Bank which shall include, *inter alia*, those set forth in Schedule 6 to this Agreement.

(b) (i) The Borrower, through SAGPyA, shall exercise its rights and carry out its obligations under each Farmer Grant Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; and (ii) except as the Bank shall otherwise agree, the Borrower, through SAGPyA, shall not assign, amend, abrogate, terminate, waive or fail to enforce any Farmer Grant Agreement or any provision thereof.

F. Upon approval of a National Subproject which falls under the exclusive administrative jurisdiction of SAGPyA or under the exclusive administrative jurisdiction of a Decentralized Entity, the Borrower, through SAGPyA, shall: (a) prior to the commencement of any works or activities under said National Subproject (as the case may be) carry out, or cause, said Decentralized Entity to carry out, an environmental/social screening and/or an environmental/social assessment (as the case may be) of the pertinent works/activities, and if determined by the Bank, approve an environmental/social management plan or similar environmental/social instrument, acceptable to the Bank, for each said works/activities (which plan or similar environmental/social instrument shall be based on the results of the environmental/social screening and/or environmental/social assessment mentioned herein, and the Bank's comments on the results of said screening and/or assessment, if any), all in accordance with the provisions of the Environmental/Social Management Manual; and (b) immediately after said approval, implement and/or cause said Decentralized Entity to implement (as the case may be) the corresponding environmental/social management plan (or similar environmental/social instrument) in accordance with its terms.

G. Upon approval of a Provincial Subproject, the Borrower, through SAGPyA, shall cause the corresponding Participating Province to: (a) prior to the commencement of any works/activities under said Provincial Subproject (as the case may be) carry out and/or cause to be carried out an environmental/social screening and/or an environmental/social assessment (as the case may be) of the pertinent works/activities, and if determined by the Bank, approve and/or cause said Participating Province to approve an environmental/social management plan or similar environmental/social instrument, acceptable to the Bank, for each said works/activities (which plan or similar environmental/social instrument shall be based on the results of the environmental/social screening and/or environmental/social assessment mentioned herein, and the Bank's comments on the results of said screening and/or assessment, if any), all in accordance with the provisions of the Environmental/Social Management Manual; and (b) immediately after said approval, implement and/or cause to be implemented (as the case may be) the corresponding environmental/social management plan (or similar environmental/social instrument) in accordance with its terms.

IA COGNELLA
Mesa Nacional
P. V. 17
Art. N° 120

- H. Upon approval of an On-Farm/Off-Farm Subproject, the Borrower, through SAGPyA, shall cause the corresponding Eligible Farmer to: (a) prior to the commencement of any works/activities under said On-Farm/Off-Farm Subproject (as the case may be) carry out and/or cause to be carried out an environmental/social screening and/or an environmental/social assessment (as the case may be) of the pertinent works/activities, and if determined by the Bank, approve and/or cause said Eligible Farmer to approve an environmental/social management plan or similar environmental/social instrument, acceptable to the Bank, for each said works/activities (which plan or similar environmental/social instrument shall be based on the results of the environmental/social screening and/or environmental/social assessment mentioned herein, and the Bank's comments on the results of said screening and/or assessment, if any), all in accordance with the provisions of the Environmental/Social Management Manual; and (b) immediately after said approval, implement and/or cause to be implemented (as the case may be) the corresponding environmental/social management plan (or similar environmental/social instrument) in accordance with its terms.
- I. Without limitation to the pertinent provisions of this Agreement, and if as a result of the definition of the zone of impact in respect of any given Subproject and/or of the carrying out of the pertinent environmental/social screening and/or environmental/social assessment (as referred to in Section I.F, I.G and I.H of this Agreement), it is determined that Resettlement will be involved in respect of any given Subproject, the Borrower, through SAGPyA, shall, and/or shall cause the pertinent Decentralized Entity, Participating Province and/or Eligible Farmer (as the case may be) to: (a) prior to the carrying out of any works/activities under the corresponding Subproject, prepare and furnish to the Bank, a resettlement plan (acceptable to the Bank) for each said Subproject (which plan shall be consistent with the provisions of the Resettlement Policy Framework); and (b) immediately thereafter implement and/or cause to be implemented each resettlement plan in accordance with its terms, and in a manner acceptable to the Bank.
- J. Without limitation to the pertinent provisions of this Agreement, and if as a result of the carrying out of the environmental/social screening and/or environmental/social assessment referred to in I.F, I.G and I.H of this Agreement, it is determined that indigenous peoples are present in the pertinent area and/or scope of any given Subproject, the Borrower, through SAGPyA, shall, and/or shall cause the pertinent Decentralized Entity, Participating Province and/or Eligible Farmer (as the case may be) to: (a) prior to the carrying out of any works/activities under the corresponding Subproject, prepare and furnish to the Bank an indigenous peoples development plan (acceptable to the Bank) for each said Subproject (which plan shall be consistent with the provisions of the Indigenous Peoples Planning Framework); and (b) immediately thereafter implement and/or cause to be implemented each indigenous peoples development plan in accordance with its terms, and in a manner acceptable to the Bank.
- K. Without limitation to the provisions of Section 3.01 (a) of this Agreement, the Borrower, through SAGPyA, shall: (a) not later than one year after the Effective Date, carry out the study referred to in Part 3 (b) (f) of the Project in a manner and on terms acceptable to the Bank; (b) not later than three months after the completion of said study, prepare and furnish to the Bank an action plan, acceptable to the Bank (which plan shall be based on

COCNELIA
La Nacional
V. P. 17
C. P. 120

the results of said study, and the Bank's comments on the same, if any, and include the actions to be undertaken by the Borrower, and a timetable for the implementation of said actions; and (c) immediately thereafter, implement and/or cause to be implemented said action plan in accordance with its terms, and in a manner acceptable to the Bank.

L. Without limitation to the provisions of Section 5.10 of the General Conditions, the Borrower, through SAGPyA, shall: (a) not later than thirty days after the date of approval of the tenth On-Farm/Off Farm Subproject, review with the Bank the type of On-Farm/Off Farm Subprojects approved; (b) not later than thirty days after said review, prepare and furnish to the Bank a report acceptable to the Bank (which report shall reflect the outcome of said review, including a plan and a timetable to implement the recommendations resulting from said review, if any); and (c) immediately thereafter, if applicable, implement or cause to be implemented, the plan mentioned in (b) herein in accordance with its terms, and in a manner acceptable to the Bank.

M. Without limitation to the provisions of Section 5.10 of the General Conditions, the Borrower, through SAGPyA, shall: (a) not later than thirty days after the implementation of tenth On-Farm/Off Farm Subproject, review with the Bank the implementation aspects of said ten On-Farm/Off Farm Subprojects; (b) not later than thirty days after said review, prepare and furnish to the Bank, a report acceptable to the Bank (which report shall reflect the outcome of said review, including a plan and a timetable to implement the recommendations resulting from said review, if any); and (c) immediately thereafter, if applicable, implement or cause to be implemented, the plan mentioned in (b) herein in accordance with its terms, and in a manner acceptable to the Bank.

(a) The Borrower, through SAGPyA, shall: (i) operate and maintain, at all times during Project implementation: (A) a Project implementation unit (the PIU); and (B) an investment programming committee (the IPC); and (ii) within the structure of the PIU, operate and maintain, at all times during Project implementation, a social environmental unit (the SEU), all with a structure, functions and responsibilities, acceptable to the Bank, as set forth in the Operational Manual.

(b) The Borrower, through SAGPyA, shall ensure that: (i) the PIU is, at all times during Project implementation, headed by a Project coordinator and assisted by professional and administrative staff; (ii) the SEU is, at all times during Project implementation, headed by a coordinator and assisted by professional staff (including, *inter alia*, a social management specialist, and an environmental management specialist) and administrative staff, all of the above in numbers and with terms of reference, and qualifications and experience, acceptable to the Bank.

(c) The Borrower, through SAGPyA, shall ensure that the IPC is, at all times during Project implementation, headed by the Secretary of SAGPyA.

O. The Borrower, through SAGPyA, shall cause each Decentralized Entity and Participating Province to: (a) establish or cause to be established (as needed), and thereafter operate and maintain at all times during Project implementation, one or more Subproject implementation units (the SIUs), with a structure, functions and responsibilities

HA COCKLEIN
Dific Nacional
TV. P. 17
Med. No. 120

acceptable to the Bank (as described in the Operational Manual); and (b) ensure that the pertinent SIU is, at all times during Project implementation, headed by a Project coordinator and assisted by professional staff (including a procurement specialist) and administrative staff, all in numbers and with qualifications and experience acceptable to the Bank.

- P. The Borrower, through SAGPyA, shall cause each Participating Province to: (a) establish, and thereafter operate and maintain at all times during Project implementation: (i) a provincial liaison unit (the PLU); and (ii) a financial administration unit (the FAU), all with a structure, functions and responsibilities acceptable to the Bank (as described in the Operational Manual); and (b) ensure that the pertinent PLU and FAU are, at all times during Project implementation, assisted by professional and administrative staff, all in numbers and with qualifications and experience acceptable to the Bank.
- Q. The Borrower, through SAGPyA, shall, prior to the commencement of each calendar year during Project implementation, create, and thereafter maintain throughout each said calendar year of Project implementation, a specific budget line entry in the relevant annual budget in order to keep track of the corresponding expenditures incurred during Project implementation.
- R. The Borrower, through SAGPyA, shall ensure that each Participating Province shall have agreed (through the pertinent Subsidiary Loan Agreement) to, *inter alia*, establish adequate mechanisms and/or undertake the appropriate actions to maintain compliance, at least during Project implementation, with the provisions of the Fiscal Responsibility Law (or with the provisions of a fiscal framework consistent with the principles and parameters embedded in the Fiscal Responsibility Law in case a Participating Province has not adhered to said law), so as to achieve fiscal sustainability.

A COGNELLA
Asa Nacional
V. 17
N. 120

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. (a) The Borrower, through SAGPyA, 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 the Project indicators set forth in the Operational Manual. Each Project Report shall cover the period of one calendar semester (starting with the calendar semester in which the Effective Date falls), and shall be furnished to the Bank not later than forty five calendar days after the end of the period covered by such report.
- (b) For purposes of Section 5.08 (b) of the General Conditions, the Borrower, through SAGPyA, shall, not later than March 30, 2013, exchange views with the Bank (the mid-term review) with respect to the pertinent Project Report covering the second calendar semester of the year 2012, and the report mentioned in Section II. A.2 (a) of this Schedule.

2. Without limitation to the provisions of Section II.A.1 of this Schedule, the Borrower, through SAGPyA, shall: (a) not later than March 30, 2013, prepare and furnish to the Bank, a mid-term consolidated report of such scope and in such detail as the Bank may reasonably request, on the progress made by the Borrower, through SAGPyA, the Decentralized Entities, the Participating Provinces and the Eligible Farmers in the carrying out of the Project activities under their responsibility, as of December 31, 2012; and (b) not later than September 30, 2013, prepare and furnish to the Bank, a final consolidated report of such scope and in such detail as the Bank may reasonably request, on the results and impact of the Project as of the date of presentation of said report.

B. Financial Management, Financial Reports and Audits

1. The Borrower, through SAGPyA, 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. Without limitation on the provisions of Part A of this Section, the Borrower, through SAGPyA, shall prepare and furnish to the Bank, as part of the Project Reports mentioned in Section II. A.1 of this Schedule, interim unaudited financial reports for the Project covering each calendar semester, in form and substance satisfactory to the Bank.
3. The Borrower, through SAGPyA, 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.

COCHILLA
de Nacional
V. 57 17
NP 120

Section III. Procurement

A. General

1. **Goods, Works and Non-Consultant Services.** All goods, works and Non-Consultant 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 the Procurement Guidelines, or Consultant Guidelines, as the case may be.
4. **Special Provisions.** Without limitation to the other provisions in Section III.A of this Schedule, the following additional provisions shall also govern the procurement of goods,

works, Non-Consultant Services and consultants' services under the Project (as the case may be):

- (a) procurement of goods, works, Non-Consultant Services and consultants' services (in respect of firms) shall be carried out using: (i) standard bidding documents and standard requests for quotations/proposals (as the case may be), all acceptable to the Bank, which shall all include, *inter alia*, a settlement of dispute provision; (ii) model bid evaluation forms, and model quotations/proposals evaluation forms (as the case may be); and (iii) model contract forms, all acceptable to the Bank;
- (b) all contracts for works in respect of Subprojects to be procured under the Project shall contain a methodology, acceptable to the Bank, whereby the price of each said contracts shall be adjusted through the use of price adjustment formulas, in a manner acceptable to the Bank;
- (c) a two-envelope bidding procedure shall not be allowed in the procurement of goods, works and Non-Consultant Services;
- (d) after the public opening of bids for goods, works and Non-Consultant Services, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards, shall not be disclosed to bidders or other persons not officially concerned with this process until the publication of contract award. In addition, bidders and/or other persons not officially concerned with said process shall not be allowed to review or make copies of other bidders' bids;
- (e) after the public opening of consultants' proposals, information relating to the examination, clarification and evaluation of proposals and recommendations concerning awards, shall not be disclosed to consultants or other persons not officially concerned with this process until the publication of contract award (except as provided in paragraphs 2.20 and 2.27 of the Consultant Guidelines). In addition, consultants and/or other persons not officially concerned with said process shall not be allowed to review or make copies of other consultants' proposals;
- (f) bidders or consultants shall not, as a condition for submitting bids or proposals and/or for contract award: (i) be required to be registered in Argentina; (ii) have a representative in Argentina; and (iii) be associated or subcontract with Argentine suppliers, contractors or consultants;
- (g) the invitations to bid, bidding documents, minutes of bid openings, requests for expressions of interest and the pertinent summary of the evaluation reports of bids and proposals of all goods, works, Non-Consultant Services and consultants' services procured by the Borrower, through SAGPyA, and the Decentralized Entities (as the case may be) shall be published in the web page of the Borrower's Office of National Procurement (*Oficina Nacional de Contrataciones*), and in a manner acceptable to the Bank. The bidding period

COACHELLA
de Nacional
V. 17
N° 120

shall be counted from the date of publication of the invitation to bid or the date of the availability of the bidding documents, whichever is later, to the date of bid opening;

- (h) the invitations to bid, bidding documents, minutes of bid openings, requests for expressions of interest and the pertinent summary of the evaluation reports of bids and proposals of all goods, works, Non-Consultant Services and consultants' services procured by the relevant Participating Province shall be published in: (i) the web page of said Participating Province; (ii) the web page of SAGPyA; and (iii) the web page of the Borrower's Office of National Procurement (*Oficina Nacional de Contrataciones*), all in a manner acceptable to the Bank. The bidding period shall be counted from the date of publication of the invitation to bid in SAGPyA's web page.
- (i) the provisions set forth in paragraphs 2.49, 2.50, 2.52, 2.53, 2.54 and 2.59 of the Procurement Guidelines shall also be applicable to contracts for goods, works and Non-Consultant Services to be procured under National Competitive Bidding procedures;
- (j) references to bidders in one or more specialized magazines shall not be used by the Borrower, through SAGPyA, the Decentralized Entities and/or Participating Provinces in determining if the bidder in respect of goods whose bid has been determined to be the lowest evaluated bid has the capability and resources to effectively carry out the contract as offered in the bid, as referred to in the provision set forth in paragraph 2.58 of the Procurement Guidelines. The provision set forth in paragraph 2.58 of the Procurement Guidelines (including the limitation set forth herein) shall also be applicable to contracts for goods to be procured under National Competitive Bidding procedures;
- (k) witness prices shall not be used as a parameter for bid evaluation, bid rejection or contract award;
- (l) the Borrower, through SAGPyA, shall: (i) supply the SEPA with the information contained in the initial Procurement Plan within 30 days after the Project has been approved by the Bank; and (ii) update the Procurement Plan at least every six months, or as required by the Bank, to reflect the actual project implementation needs and progress and shall supply the SEPA with the information contained in the updated Procurement Plan immediately thereafter;
- (m) the provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines providing for domestic preference in the evaluation of bids shall apply to goods manufactured in the territory of the Borrower in respect of contracts for goods to be procured under International Competitive Bidding procedures;
- (n) consultants shall not be required to submit bid or performance securities;

INA COCHELLA
Oficina Nacional
T.V. 2° 12
Mat. N° 120

- (o) contracts of goods, works and Non-Consultant Services shall not be awarded to the "most convenient" bid, but rather to the bidder whose bid has been determined: (i) to be substantially responsive; and (ii) to offer the lowest evaluated bid, provided that said bidder has demonstrated to the Borrower, through SAGPyA and/or the pertinent Decentralized Entity and/or Participating Province and/or the Eligible Farmer (as the case may be) to be qualified to perform the contract satisfactorily; and
- (p) the types of contracts described in Section IV of the Consultant Guidelines shall be the only types of contracts to be used by the Borrower, through SAGPyA, the Decentralized Entities, the Participating Provinces and the Eligible Farmers in connection with the contracting of consultants' services provided by a firm and to be financed with the proceeds of the Loan.

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

- 1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and Non-Consultant Services shall be procured under contracts awarded on the basis of International Competitive Bidding.
- 2. **Other Methods of Procurement of Goods, Works and Non-Consultant Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and Non-Consultant Services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding
(b) Shopping
(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 table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Least Cost Selection
(b) Quality-Based Selection
(c) Selection under a Fixed Budget

COGNELLA
 Inc National
 V. 17
 I. N° 120

- (d) Selection Based on the Consultants' Qualifications
- (e) Single Source Selection
- (f) Procedures set forth in paragraphs 5.2 through 5.4 of the Consultant Guidelines for the Selection of Individual Consultants
- (g) Sole Source Procedures for the Selection of Individual Consultants set forth in paragraph 5.4 of the Consultant Guidelines 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.

IA COGNELLA
 Ica Nacional
 P.V. - PP 17
 Mt. No 120

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed
(1) Works		
(a) under National Subprojects	2,000,000	80%
(b) under Provincial Subprojects	165,550,000	80%
(c) under On-Farm/Off-Farm Subprojects	4,300,000	100% of amounts disbursed under the pertinent Farmer Grant
(d) under Part 3 (a) (i) of the Project	150,000	80%

(2) Goods and Non-Consultant Services		
(a) under National Subprojects	1,150,000	80%
(b) under Provincial Subprojects	6,200,000	80%
(c) under On-Farm/Off-Farm Subprojects	37,300,000	100% of amounts disbursed under the pertinent Farmer Grant
(d) under Parts 1 and 3 of the Project	2,000,000	80%
(3) Consultants' services		
(a) under National Subprojects	2,750,000	100%
(b) under Provincial Subprojects	15,550,000	100%
(c) under On-Farm/Off-Farm Subprojects	2,700,000	100% of amounts disbursed under the pertinent Farmer Grant
(d) under Parts 1 and 3 of the Project	28,250,000	100%
(4) Training		
(a) under National Subprojects	600,000	100%
(b) under Provincial Subprojects	2,400,000	100%
(c) under Part 3 of the Project	2,950,000	100%
Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed

COACHELLA
 del Nacional
 V. 17
 N. 120

(5) Operating Costs		
(a) under National Subprojects	100,000	50%
(b) under Provincial Subprojects	4,550,000	50%
(c) under Parts 1 and 3 of the Project	2,350,000	50%
(6) Unallocated	18,400,000	
(7) Front-end Fee	750,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(8) Premiums for Interest Rate Caps and Interest Collars	0	Amounts payable pursuant to Section 2.07 (c) of this Agreement
TOTAL AMOUNT	300,000,000	

NA
 also refer to
 1.1.1.1
 for purposes of this table:

(a) the term "Training" means expenditures (other than those for consultants' services) incurred by the Borrower, through SAGPyA, Decentralized Entities, Participating Provinces and/or Eligible Farmers, all as approved by the Bank on the basis of an annual budget acceptable to the Bank, to finance reasonable transportation costs and per-diem of trainees and trainers (if applicable), training registration fees, and rental of training facilities and equipment under the Project activities under their responsibility; and

(b) the term "Operating Costs" means reasonable recurrent expenditures, based on an annual budget previously approved by the Bank, that would not have been incurred by SAGPyA, the PIU and SIUs absent the Project, for: (i) transportation and per-diem costs of the PIU and SIU staff; (ii) transportation and per-diem costs of the SAGPyA's staff (as approved by the Bank) assigned to assist the Borrower in the carrying out of Part 1 of the Project; (iii) Project administration costs (including office rent), operation and maintenance of office equipment; and (iv) non-durable goods, but excluding salaries.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

- (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$30,000,000 equivalent may be made for payments made prior to this date but on or after July 1, 2008 (but in no case more than one year prior to the date of this Agreement) for Eligible Expenditures for Categories (1) through (3) provided that the pertinent obligations and/or conditions set forth in this Agreement, as applicable to each Subproject, have been complied with or met;
- (b) for payments made to finance any National Subproject which falls under the administrative jurisdiction of a Decentralized Entity under Categories (1)(a), (2)(a), (3)(a), (4)(a) and (5)(a), unless the relevant Decentralized Entity has met the criteria set forth in the Operational Manual, which criteria shall include, *inter alia*: (i) that the corresponding Implementation Subloan Agreement has been signed by the respective parties thereto; and (ii) that counsel for the Borrower, and for the corresponding Decentralized Entity, acceptable to the Bank, has each furnished to the Bank an opinion or opinions, acceptable to the Bank, providing that the pertinent Implementation Subloan Agreement has been duly authorized or ratified by the Borrower and the corresponding Decentralized Entity and is legally binding upon the Borrower and said Decentralized Entity in accordance with its terms;
- (c) for payments made to finance any Provincial Subproject under Categories (1)(b), (2)(b), (3)(b), (4)(b) and (5)(b), unless the relevant Participating Province has met the criteria set forth in the Operational Manual, which criteria shall include, *inter alia*: (i) that a financial management system has been established, and is in operation, all acceptable to the Bank; (ii) that the corresponding Subsidiary Loan Agreement has been signed by the respective parties thereto; and (iii) that counsel for the Borrower and for the corresponding Participating Province, acceptable to the Bank, has each furnished to the Bank an opinion or opinions, acceptable to the Bank, providing that the pertinent Subsidiary Loan Agreement has been duly authorized or ratified by the Borrower and the corresponding Participating Province and is legally binding upon the Borrower and said Participating Province in accordance with its terms; and
- (d) for payments made to finance any On-Farm/Off Farm Subproject under Categories (1) (c), (2) (c) and (3) (c), unless the relevant Eligible Farmer has met the criteria set forth in the Operational Manual, which criteria shall include, *inter alia*, that the corresponding Farmer Grant Agreement has been signed by the respective parties thereto.

2. The Closing Date is March 30, 2015.

IA COCANELLA
Red Nacional
P.V. P. 17
et N° 120

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.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each March 15 and September 15 Beginning March 15, 2014 through September 15, 2038	2%

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.

LA COCHIELLA
Abc Nacional
1 V. PR 17
Int. #120

- (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.

IA COCKELLA
Banco Nacional
N.Y. - 21 17
Art. 10 120

SCHEDULE 4

Terms and Conditions of Implementation Subloan Agreements

Each Implementation Subloan Agreement shall contain, *inter alia*, the following provisions:

(a) the obligation of the Borrower, through SAGPyA:

- (i) to promptly disburse to each Decentralized Entity the proceeds of the Implementation Subloan in a manner acceptable to the Bank; and
- (ii) to ensure that Part 2 (a) of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines;

(b) the right of the Borrower, through SAGPyA, to take remedial actions against the pertinent Decentralized Entity in case said Decentralized Entity shall have failed to comply with any of its obligations under the pertinent Implementation Subloan Agreement (which actions may include, *inter alia*, the partial or total suspension and/or cancellation of the proceeds of the corresponding Implementation Subloan (as the case may be), all as previously agreed with the Bank); and

IA CACHETTI
464 Nacional
BY P 17
M. N° 120

(c) the obligation of each Decentralized Entity:

- (i) to use the proceeds of the Implementation Subloan exclusively for the financing of the corresponding National Subproject;
- (ii) to provide the funds, facilities, services and other resources, necessary or appropriate to carry out the corresponding National Subproject;
- (iii) to ensure that the pertinent National Subproject is carried out in accordance with the provisions of the Anti-Corruption Guidelines in respect of said National Subproject;
- (iv) to repay the proceeds of the Implementation Subloan (which Implementation Subloan shall be denominated in Dollars equivalent and carry the same interest rate applicable to the Loan pursuant to Section 2.04 of this Agreement) withdrawn by the Decentralized Entity (together with interest and other charges thereon): (A) in the same currency in which the corresponding principal amount of the Loan and interest and other charges thereon are repaid by the Borrower to the Bank pursuant to Article III of the General Conditions; and (B) under repayment terms (including payment of interest and other charges thereon) that shall

coincide with those repayment terms set forth in Schedule 3 to this Agreement;

- (v) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Implementation Subloan Agreement or any provision thereof unless previously agreed by the Bank;
- (vi) if applicable, to comply, or caused to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07 and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works and services, and maintenance of facilities, plans, documents and records, cooperation and consultation and visits, respectively) in respect of the pertinent National Subproject; and
- (vii) to take or permit to be taken all action to enable the Borrower, through SAGPYA, to comply with its obligations referred to in this Agreement, as applicable to the carrying out of the pertinent National Subproject.

BA COCHILIA
Oficina Nacional
T.V. 27 17
Mol. N° 120

SCHEDULE 5

Terms and Conditions of Subsidiary Loan Agreements

Each Subsidiary Loan Agreement shall contain, *inter alia*, the following provisions:

- (a) the obligation of the Borrower, through SAGPyA:
 - (i) to promptly disburse to each Participating Province the proceeds of the corresponding Subsidiary Loan in a manner acceptable to the Bank; and
 - (ii) to ensure that Part 2 (b) of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines;
- (b) the right of the Borrower, through SAGPyA, to take remedial actions against the pertinent Participating Province in case said Participating Province shall have failed to comply with any of its obligations under the pertinent Subsidiary Loan Agreement (which actions may include, *inter alia*, the partial or total suspension and/or cancellation of the proceeds of the Subsidiary Loan (as the case may be), all as previously agreed with the Bank); and
- (c) the obligation of each Participating Province:
 - (i) to use the Subsidiary Loan exclusively for the financing of the pertinent Provincial Subproject;
 - (ii) to provide the counterpart funds, facilities, services and other resources, necessary or appropriate to carry out the corresponding Provincial Subproject;
 - (iii) to ensure that the pertinent Provincial Subproject is carried out in accordance with the provisions of the Anti-Corruption Guidelines;
 - (iv) to repay the proceeds of the Subsidiary Loan (which Subsidiary Loan shall be denominated in Dollars equivalent and carry the same interest rate applicable to the Loan pursuant to Section 2.04 of this Agreement) withdrawn by the Participating Province (together with interest and other charges thereon): (A) in the same currency in which the corresponding principal amount of the Loan and interest and other charges thereon are repaid by the Borrower to the Bank pursuant to Article III of the General Conditions; and (B) under repayment terms (including payment of

INA COGNELLA
Ibiza Nacional
T.V. - 54 17
Mat. N° 120

interest and other charges thereon) that shall coincide with those repayment terms set forth in Schedule 3 to this Agreement;

- (v) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Subsidiary Loan Agreement or any provision thereof unless previously agreed by the Bank;
- (vi) if applicable, to comply, or caused to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07 and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works and services, and maintenance of facilities, plans, documents and records, cooperation and consultation and visits, respectively) in respect of the pertinent Provincial Subproject;
- (vii) to take or permit to be taken all action to enable the Borrower, through SAGPyA, to comply with its obligations referred to in this Agreement, as applicable to the carrying out of the pertinent Provincial Subproject; and
- (viii) to maintain compliance (including the obligation to establish adequate mechanisms and/or undertake the appropriate actions to maintain compliance), at least during Project implementation, with the provisions of the Fiscal Responsibility Law (or with the provisions of a fiscal framework consistent with the principles and parameters embedded in the Fiscal Responsibility Law in case a Participating Province has not adhered to said law), so as to achieve fiscal sustainability.

INA GONZALEZ
Oficina Nacional
P.O. Box 120
Med. No. 120

SCHEDULE 6

Terms and Conditions of Farmer Grant Agreements

Each Farmer Grant Agreement shall contain, *inter alia*, the following provisions:

- (a) the obligation of the Borrower, through SAGPyA:
 - (i) to promptly disburse to each Eligible Farmer the proceeds of the pertinent Farmer Grant in a manner acceptable to the Bank; and
 - (ii) to ensure that Part 2 (c) of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines;
- (b) the right of the Borrower, through SAGPyA, to take remedial actions against the pertinent Eligible Farmer in case said Eligible Farmer shall have failed to comply with any of its obligations under the pertinent Farmer Grant Agreement (which actions may include, *inter alia*, the partial or total suspension and/or cancellation of the corresponding Farmer Grant (as the case may be), all as previously agreed with the Bank); and

(c) the obligation of each Eligible Farmer:

INA COCHELLA
Pollica Nacional
T.P.V. - 8º 17
Mat. Nº 120

- (i) to use the proceeds of the Farmer Grant exclusively for the financing of the corresponding On-Farm/Off-Farm Subproject;
- (ii) to, except as the Bank shall otherwise agree, provide: (A) a contribution of at least 60% of the total cost of the corresponding On-Farm/Off-Farm Subproject (as said total cost is approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual); and (B) facilities, services and other resources, necessary or appropriate to carry out the corresponding On-Farm/Off-Farm Subproject;
- (iii) to ensure that the pertinent On-Farm/Off-Farm Subproject is carried out in accordance with the provisions of the Anti-Corruption Guidelines;
- (iv) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Farmer Grant Agreement or any provision thereof unless previously agreed by the Bank;
- (v) if applicable, to comply, or caused to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07 and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works

and services, and maintenance of facilities, plans, documents and records, cooperation and consultation and visits, respectively) in respect of the pertinent On-Farm/Off-Farm Subproject; and

- (vi) to take or permit to be taken all action to enable the Borrower, through SAGPyA, to comply with its obligations referred to in this Agreement, as applicable to the carrying out of the pertinent On-Farm/Off-Farm Subproject.

NA COCHELLA
Banco Nacional
S.A. - 1977
C.A. N° 120

APPENDIX

Section I. Definitions.

1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006.
2. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. "CD" means a provincial public-private micro-regional entity vested with legal personality which has the responsibility of, *inter alia*, ensuring that the pertinent plan mentioned in Part 1 (d) (ii) of the Project is implemented.
4. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004 and revised in October 2006.
5. "Decentralized Entity" means a public federal entity vested with legal personality which meets the eligibility criteria set forth in the Operational Manual to carry out a National Subproject (as said terms are defined herein).
6. "Eligible Farmer" means an individual small or medium size farmer, or an entity vested with legal personality (comprised of individual small and/or medium size farmers), that meets the criteria set forth in the Operational Manual to carry out an On-Farm/Off-Farm Subproject (as said terms are defined herein).
7. "Environmental/Social Management Manual" means the Borrower's manual dated March 7, 2008, acceptable to the Bank (included in the Operational Manual), which sets forth, *inter alia*: (a) the guidelines for carrying out the environmental/social screenings/assessments referred to in Section I.F (a), I.G (a) and I.H (a) of Schedule 2 to this Agreement; (b) the generic description of the type of environmental impacts which may affect Subprojects, including the list of excluded investments under the Project (including any Subproject which will involve international waterways activities (as determined by the Bank)); (c) the guidelines to be followed in connection with the finding of cultural property; (d) the guidelines to be followed to prevent forest degradation and promote reforestation and regeneration of natural forests; (e) the guidelines to be followed to prevent natural habitat conversion or degradation; (f) the Indigenous Peoples Planning Framework; (g) the Resettlement Policy Framework; (h) the actions to mitigate any environmental negative impact as a result of the carrying out of the Project; (i) the pest management practices to be followed in case any Subproject involves the use of pesticides; and (j) the guidelines and procedures to be followed in connection with the small remodeling works under Part 3 (a) (i) of the Project (as said terms are defined herein).
8. "Farmer Grant" means any grant provided under the pertinent Farmer Grant Agreement to finance up to 40% of the total cost of the pertinent On-Farm/Off-Farm Subproject (as

HA COCHILLA
Ulica No. 11
T.V. 22 11
del N.º 120

said total cost is approved by the Borrower, through SAGPyA, in accordance with the criteria set forth in the Operational Manual) (as said terms are defined herein).

9. "Farmer Grant Agreement" means any of the agreements referred to in Section I.E (a) of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Bank.
10. "FAU" means any of the units referred to in Section I.P (a) (ii) of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.
11. "Fiscal Responsibility Law" means the Borrower's law No. 25.917 dated August 4, 2004 (duly published in the Borrower's official gazette on August 25, 2004), which establishes, *inter alia*, a federal regime of fiscal responsibility with the objective of ensuring fiscal sustainability at the provincial level, through the setting of general rules of fiscal behavior and the provision of greater transparency in public management, and such term also includes the regulations to said law.
12. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 1, 2005 (as amended through February 12, 2008).
13. "Implementation Subloan Agreement" means any of the agreements referred to in Section I.C (a) of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Bank.
14. "Implementation Subloan" means any loan provided under the pertinent Implementation Agreement to finance the corresponding National Subproject which falls within the exclusive administrative jurisdiction of a Decentralized Entity (as said terms are defined herein).
15. "Indigenous Peoples Planning Framework" means the Borrower's framework dated March 7, 2008, acceptable to the Bank (included in the Environmental/Social Management Manual), which framework includes, *inter alia*, the principles, objectives, methodology and the contents to be included in each indigenous peoples development plan.
16. "IPC" means the committee referred to in Section I.N (a) (i) (B) of Schedule 2 to this Agreement.
17. "National Subproject" means any of the investments and/or activities referred to in Part 2 (a) of the Project.
18. "Non-Consultant Services" means services which will be bid and contracted on the basis of performance of measurable physical outputs.
19. "On-Farm/Off-Farm Subproject" means any of the investments referred to in Part 2 (c) of the Project.

20. "Operational Manual" means the Borrower's manual (*Reglamento Operativo*) dated August 12, 2008, acceptable to the Bank, which sets forth, *inter alia*: (a) the criteria for selecting Eligible Farmers, Decentralized Entities and Participating Provinces under the Project (which criteria shall include, *inter alia*, in respect of each Participating Province, the establishment of an acceptable control framework, and an acceptable financial management system, and that said system is in operation); (b) the criteria for selecting concept notes of Provincial Subprojects as referred to in Part 1 (c) (ii) of the Project; (c) the criteria for evaluating, selecting and approving Subprojects (which criteria shall include, *inter alia*, the list of excluded investments under the Project included in the Environmental/Social Management Manual); (d) the structures, functions and responsibilities of the IPC, FAU, PLU, PIU, STU and the SBU; (e) the Environmental/Social Management Manual; (f) the Project's chart of accounts and internal controls; (g) the format of: (A) the unaudited interim financial reports referred to in Section II.B.2 of Schedule 2 to this Agreement; and (B) the Financial Statements; (h) the terms of reference for carrying out the Project audits under Section II.B.3 of Schedule 2 to this Agreement; (i) the Project indicators (including the results framework); and (j) the Project disbursement and procurement procedures, as said manual may be updated and/or amended from time to time with the agreement of the Bank.
21. "Participating Province" mean any Province which has met the eligibility criteria set forth in the Operational Manual to carry out a Provincial Subproject (as said terms are defined herein).
22. "PIU" means the unit referred to in Section LN (a) (i) (A) of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.
23. "PLU" means any of the units referred to in Section LP (a) (i) of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.
24. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006.
25. "Procurement Plan" means the Borrower's procurement plan for the Project, dated August 7, 2008 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
26. "Province" means any of the political subdivisions of the Borrower, as per Title Two of the Borrower's 1994 Constitution.
27. "Provincial Subproject" means any of the investments and/or activities referred to in Part 2 (b) of the Project.
28. "Resettlement" means the impact of an involuntary taking of land under the Project, which taking causes affected persons to have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily

LA COCHILLA
 Banca Nacional
 P.V. 2517
 del N° 120

or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.

29. "Resettlement Policy Framework" means the Borrower's framework dated March 7, 2008, acceptable to the Bank (included in the Environmental/Social Management Manual) which sets forth, *inter alia*, the principles and objectives governing Resettlement preparation and implementation, and a description of the process for preparing and approving resettlement plans under the Project (as said terms are defined herein).
 30. "SAGPyA" means *Secretaría de Agricultura, Ganadería, Pesca y Alimentos*, the Secretariat of Agriculture, Livestock, Fisheries and Food established within the Borrower's Ministry of Economy and Production, or any successor thereto acceptable to the Bank.
 31. "SEPA" means the Bank's publicly accessible Procurement Plans Execution System.
 32. "SEU" means the unit referred to in Section I.N (a) (ii) of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.
 33. "SIU" means any of the units referred to in Section I.O (a) of Schedule 2 to this Agreement.
 34. "Subproject" means a National Subproject, a Provincial Subproject, and/or an On-Farm/Off-Farm Subproject (as said terms are defined herein).
- A COCHINILLA
to the National
V. 77.17
N.º 120
35. "Subsidiary Loan" means any loan provided under the pertinent Subsidiary Loan Agreement to finance the corresponding Provincial Subproject (as said terms are defined herein).
 36. "Subsidiary Loan Agreement" means any of the agreements referred to in Section I.D (a) of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Bank.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Paragraph (a) of Section 2.07 is modified to read as follows:

"Section 2.07. Refinancing Preparation Advance; Capitalizing Front-end Fee and Interest

(a) If the Loan Agreement provides for the repayment out of the proceeds of the Loan of an advance made by the Bank or the Association ("Preparation Advance"), the Bank shall, on behalf of such Loan Party, withdraw from the Loan Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance as at the date of such withdrawal from the Loan Account and to

pay all accrued and unpaid charges, if any, on the advance as at such date. The Bank shall pay the amount so withdrawn to itself or the Association, as the case may be, and shall cancel the remaining unwithdrawn amount of the advance."

2. Paragraph (l) of Section 7.02 is modified to read as follows:

"Section 7.02. *Suspension by the Bank*

... (l) *Ineligibility.* The Bank or the Association has declared the Borrower (other than the Member Country) or the Project Implementing Entity ineligible to receive proceeds of any financing made by the Bank or the Association or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank or the Association, as a result of a determination by the Bank or the Association that the Borrower or the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Bank or the Association."

3. The following term and definition set forth in the Appendix is modified as follows, and the following new term and definition is added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The term "Project Preparation Advance" is modified to read "Preparation Advance" and its definition is modified to read as follows:

"Preparation Advance" means the advance referred to in the Loan Agreement and payable in accordance with Section 2.07 (a)."

INA COBRELLA
Oficina Nacional
T.M. - P. 12
Mat. N° 120

wb66999
N:\ARGENTINA\088-AR Second Provincial Agric. Develop. Project\088-AR LA.doc
08/13/2001

TRADUCCIÓN PÚBLICA

ANEXO 3 _____
1088-AR.doc/KB _____
Departamento Legal _____
BORRADOR CONFIDENCIAL _____
(Sujeto a cambio) _____
R. Pastor _____
12 de agosto de 2008 _____

NÚMERO DE PRÉSTAMO ----- AR

Convenio de Préstamo

(Segundo Programa de Servicios Agrícolas Provinciales)

entre

LA REPÚBLICA ARGENTINA

y

EL BANCO INTERNACIONAL DE RECONSTRUCCIÓN Y FOMENTO

Fechado el ----- de 200-

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. 1º V. 4º 17
Col. Trad. Mat. N° 120

M. Cocchella

LA COCHELLA
Baja Nacional
P.V. 1º V. 4º 17
Col. N° 120

NÚMERO DE PRÉSTAMO -----AR

CONVENIO DE PRÉSTAMO

Convenio fechado el ----- de 200-, entre la REPÚBLICA ARGENTINA (la "Prestataria") y el BANCO INTERNACIONAL DE RECONSTRUCCIÓN Y FOMENTO (el "Banco"). Por el presente, la Prestataria y el Banco acuerdan lo siguiente: -----

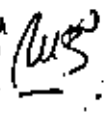
ARTÍCULO I: CONDICIONES GENERALES; DEFINICIONES

- 1.01. Las Condiciones Generales (como se definen en el Anexo del presente Convenio) constituyen parte integral de este Convenio. -----
- 1.02. A menos que el contexto exija otra cosa, los términos en mayúsculas utilizados en el presente Convenio tienen los respectivos significados que constan en las Condiciones Generales o en el Anexo de este Convenio. -----

ARTÍCULO II: EL PRÉSTAMO

- 2.01. El Banco conviene en prestar a la Prestataria, en los términos y condiciones estipulados o mencionados en este Convenio, la cantidad de trescientos millones de dólares (US\$300.000.000), pudiendo dicha cantidad ser convertida oportunamente mediante una Conversión Monetaria de acuerdo con las disposiciones de la Sección 2.07 del presente Convenio (el "Préstamo"), para ayudar a financiar el Proyecto que se describe en el Apéndice 1 de este Convenio (el "Proyecto"). -----
- 2.02. La Prestataria puede retirar los fondos del Préstamo de conformidad con lo dispuesto en la Sección IV del Apéndice 2 de este Convenio. -----
- 2.03. La comisión inicial que deberá pagar la Prestataria equivaldrá a un cuarto del uno por ciento (0,25%) del monto del Préstamo. -----
- 2.04. El interés que deberá pagar la Prestataria en cada Período de Intereses será una tasa igual a la LIBOR con respecto a la Moneda del Préstamo, más el Margen Fijo; estipulándose, que tras la Conversión de la totalidad o una parte del importe del principal del Préstamo, el interés sobre dicho importe que deberá pagar la Prestataria durante el Período de Conversión se determinará de conformidad con las disposiciones pertinentes del Artículo IV de las Condiciones Generales. Independientemente de lo que antecede, si cualquier suma del Saldo No Desembolsado del Préstamo permanece impaga a su vencimiento y dicho incumplimiento de pago persiste durante un período de treinta días, en ese caso el interés que deberá pagar la Prestataria se calculará de la manera prevista en la Sección 3.02 (d) de las Condiciones Generales. -----
- 2.05. Las Fechas de Pago son el 15 de marzo y el 15 de septiembre de cada año. -----

MARÍA CRISTINA COCHELLA
 Traductora Pública Nacional
 Cap. Fed. T. Y. - P. 17
 Col. Trad. Mat. N.º 120



A COCHELLA
 Hca Nacional
 T. Y. - P. 17
 Col. Trad. Mat. N.º 120

2.06. El importe del principal del Préstamo se reembolsará de acuerdo con las disposiciones estipuladas en el Apéndice 3 de este Convenio. -----

2.07. a) En cualquier momento, la Prestataria puede solicitar alguna de las siguientes Conversiones de los términos del Préstamo para facilitar una gestión prudente de la deuda: i) la conversión de la Moneda del Préstamo por el total o una parte del importe del principal, desembolsado o no desembolsado, a una Moneda Aprobada; ii) el cambio de la base de la tasa de interés, aplicable a todo o a una parte del importe del principal del Préstamo desembolsado y pendiente de amortización, de una Tasa Variable a una Tasa Fija, o viceversa, y iii) el establecimiento de límites a la Tasa Variable aplicable a todo o a una parte del importe del principal del Préstamo desembolsado y pendiente de amortización por medio de la aplicación de un Tope (cap) o una Banda (collar) de Tasa de Interés a la Tasa Variable. -----

b) Cualquier conversión solicitada conforme al apartado a) de esta sección que sea aceptada por el Banco deberá considerarse una "Conversión", tal como se define en las Condiciones Generales, y deberá efectuarse de conformidad con las disposiciones del Artículo IV de las Condiciones Generales y de las Normas de Conversión. -----

c) Inmediatamente después de la Fecha de Ejecución de un Tope o una Banda de Tasa de Interés respecto del cual la Prestataria ha solicitado que la prima se pague con los fondos del Préstamo, el Banco deberá, en nombre de la Prestataria, retirar de la cuenta del Préstamo y pagarse a sí mismo los importes necesarios para saldar cualquier prima requerida de acuerdo con la Sección 4.05(c) de las Condiciones Generales hasta el importe asignado oportunamente para los fines establecidos en el cuadro incluido en la Sección IV del Apéndice 2 de este Convenio. -----

ARTÍCULO III: EL PROYECTO

3.01. La Prestataria declara su compromiso con los objetivos del Proyecto. Con ese fin, la Prestataria: a) llevará a cabo: i) las Partes 1 y 3 del Proyecto, a través de la SAGPyA, y ii) Subproyectos Nacionales que estén comprendidos en la jurisdicción administrativa exclusiva de la SAGPyA; b) dispondrá que los Organismos Descentralizados (en virtud de las disposiciones de los correspondientes Convenios de Ejecución (Subpréstamo)) lleven a cabo el correspondiente Subproyecto Nacional que esté comprendidos en la jurisdicción administrativa exclusiva del Organismo Descentralizado pertinente; c) dispondrá que las Provincias Participantes (en virtud de las disposiciones de los correspondientes Convenios de Préstamo Subsidiario) lleven a cabo los Subproyectos Provinciales pertinentes, y d) dispondrá que los Productores Agrícolas Elegibles (en virtud de las disposiciones de los correspondientes Contratos Regulatorios de Aportes No Reembolsables para Productores Agrícolas) lleven a cabo los correspondientes Subproyectos Dentro/Fuera de Explotaciones Agrícolas, todo ello de conformidad con las disposiciones del Artículo V de las Condiciones Generales. -----

3.02. Sin limitar las disposiciones de la Sección 3.01 de este Convenio, y salvo que la Prestataria, a través de la SAGPyA, y el Banco convinieran otra cosa, la Prestataria, a

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. T. V. - P. 17
C. I. Trad. Nat. N.º 120

MUC

través de la SAGPyA, deberá garantizar que el Proyecto se llevará a cabo de acuerdo con las disposiciones del Apéndice 2 de este Convenio.

ARTÍCULO IV: RECURSOS DEL BANCO

4.01. Las Causas Adicionales de Suspensión son las que se indican a continuación, estipulándose, sin embargo, que si hubiera ocurrido y subsistiera alguna de las causas especificadas en los apartados a) o b) *infra* respecto de un determinado Organismo Descentralizado o una determinada Provincia Participante, el Banco, a su exclusivo criterio, podrá limitar la suspensión del derecho de la Prestataria a efectuar retiros de la Cuenta del Préstamo, a los retiros respecto de Gastos Admisibles relacionados con dicho Organismo Descentralizado o dicha Provincia Participante:

a) que algún Organismo Descentralizado no hubiera cumplido cualquiera de sus obligaciones en virtud del pertinente Convenio de Ejecución (Subpréstamo) o cualquiera de sus disposiciones.

b) que alguna Provincia Participante no hubiera cumplido cualquiera de sus obligaciones en virtud del pertinente Convenio de Préstamo Subsidiario o cualquiera de sus disposiciones.

4.02. Las Causas Adicionales de Vencimiento Inmediato son las que se indican a continuación: que ocurriere alguno de los hechos especificados en los apartados a) o b) de la Sección 4.01 de este Convenio, y continuare esa situación durante un periodo de 60 días después de que el Banco haya notificado a la Prestataria al respecto.

ARTÍCULO V: EXTINCIÓN

5.01. Sin perjuicio de las disposiciones en las Condiciones Generales, el Plazo para la Entrada en Vigor es de noventa (90) días a partir de la fecha de este Convenio, pero en ningún caso será éste posterior a dieciocho (18) meses después de la aprobación del Préstamo, por parte del Banco, cuyo vencimiento opera el

ARTÍCULO VI: REPRESENTANTE; DIRECCIONES

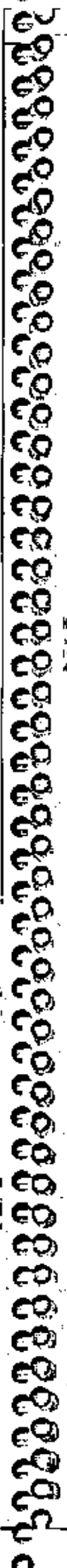
6.01. El Representante de la Prestataria es su Ministro de Economía y Producción.

6.02. La dirección de la Prestataria es:

Ministerio de Economía y Producción
Hipólito Yrigoyen 250
C1086AAB, Buenos Aires
Argentina
Dirección cablegráfica: MINISTERIO DE ECONOMIA - Baires
Telex: 121942-AR
Fax: (5411) 4349-8815

MARIA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. T.V. - F. 17
Col. Trad. M.M. N° 120

MA COCHELLA
Incu. Nacional
T.V. - F. 17
Aut. N° 120



6.03. La dirección del Banco es: _____

Banco Internacional de Reconstrucción y Fomento _____

1818 H Street, N.W. _____

Washington, D.C. 20433 _____

Estados Unidos de América _____

Dirección cablegráfica: INTBAFRAD - Washington, D.C. _____

Telex: 248423(MCI) ó 64145 (MCI) _____

Fax: 1-202- 477-6391 _____

CONVENIO suscrito en _____, _____, en el día y año mencionados en primer término. _____

REPÚBLICA ARGENTINA _____

Por _____

Representante Autorizado _____

BANCO INTERNACIONAL DE RECONSTRUCCIÓN Y FOMENTO _____

Por _____

Representante Autorizado _____

MA COCHELLA
Traductora Nacional
F.V. - FF 17
Cat. Trad. Int. N° 120

MARIA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. F.V. - FF 17
Cat. Trad. Int. N° 120

MCS

APÉNDICE I

Descripción del Proyecto

El objetivo del Proyecto es aumentar la productividad y el volumen de ventas de los pequeños y medianos productores agrícolas beneficiados en el marco del Proyecto. -----

El Proyecto consta de las siguientes partes: -----

Parte 1: Respaldo a actividades previas a la inversión -----

Proporcionar asistencia técnica a las Provincias para: -----

a) preparar, y presentar posteriormente al Banco, una estrategia provincial de desarrollo agrícola que sea aceptable (la que incluirá, entre otras cosas, los objetivos, las prioridades estratégicas y los planes de inversión de la Provincia correspondiente); -----

b) fortalecer su capacidad administrativa y operativa para participar en el Parte 2 b) del Proyecto; -----

c) i) preparar el correspondiente perfil de proyecto de los Subproyectos Provinciales, el que se ajustará a los planes pertinentes mencionados en a) y d) i) del presente, y ii) posteriormente, una vez que la SACPyA haya seleccionado dicho perfil por considerarlo acertado de conformidad con los criterios establecidos en el Manual Operativo, para preparar la correspondiente propuesta de Subproyecto Provincial; -----

d) promover, sobre una base piloto, iniciativas de desarrollo regional en las micro-regiones seleccionadas situadas en una o en más de una Provincia. Dichas iniciativas abarcarán, entre otras cosas: i) la creación o el fortalecimiento de los Consorcios de Desarrollo (CD) para incrementar la competitividad de las micro-regiones pertinentes, y ii) la preparación de un plan regional para aumentar la competitividad y el desarrollo, que sea aceptable y que sea coherente con la estrategia pertinente mencionada en a) *supra*. y -----

e) promover, sobre una base piloto, la creación de redes de innovación público-privadas para intercambiar conocimientos con respecto a las prácticas agrícolas a los efectos de mejorar la competitividad y el acceso de los pequeños y medianos productores agrícolas al mercado, y facilitar las comunicaciones entre las instituciones de conocimientos y dichos productores. -----

Parte 2: Inversiones para aumentar la competitividad -----

a) Llevar a cabo, a nivel federal: i) inversiones en competitividad agrícola y/o productividad agrícola, las que consistirán, entre otras cosas, en la construcción y/o rehabilitación de sistemas agrícolas, de riego y de drenaje, la construcción y/o rehabilitación de infraestructura pública básica, el desarrollo de oportunidades comerciales, el mejoramiento de sistemas sanitarios y de promoción y control de la calidad, y cualquier

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cae Fed TPV - P 17
Caf. Trade Mar. N° 120

MCS

otra inversión de naturaleza similar que sea aceptable para el Banco, y ii) actividades de desarrollo institucional, las que consistirán, entre otras cosas, en la implementación de la propuesta mencionada en la Parte 3 b) i) del Proyecto, la aplicación de procesos y procedimientos para mejorar la generación, ejecución y análisis de políticas de desarrollo rural a largo plazo de la SAGPyA, y la creación de mecanismos operativos para fortalecer la coordinación entre la SAGPyA, los Organismos Descentralizados y los organismos seleccionados de la Prestataria, todo ello conforme sea aprobado por la Prestataria, a través de la SAGPyA, de conformidad con los criterios establecidos en el Manual Operativo. —

b) Llevar a cabo, a nivel provincial, y conforme lo requiera la demanda: i) inversiones en competitividad agrícola y/o productividad agrícola, las que consistirán, entre otras cosas, en la construcción y/o rehabilitación de sistemas agrícolas, de riego y de drenaje, la construcción y/o rehabilitación de infraestructura pública básica, el desarrollo de oportunidades comerciales, el fortalecimiento de actividades relacionadas con la administración de la tierra, el mejoramiento de sistemas sanitarios y de promoción y control de la calidad, y cualquier otra inversión de naturaleza similar que sea aceptable para el Banco, y ii) actividades de desarrollo institucional, las que consistirán, entre otras cosas, en el fortalecimiento de la capacidad provincial para diseñar, implementar y realizar un seguimiento de marcos de política de desarrollo rural a largo plazo, y la definición del papel que les cabe a los organismos del sector público provincial en la preparación y ejecución de programas provinciales de inversión pública, todo ello conforme sea aprobado por la Prestataria, a través de la SAGPyA, de conformidad con los criterios establecidos en el Manual Operativo. —

c) Llevar a cabo, conforme lo requiera la demanda, inversiones dentro y fuera de las explotaciones agrícolas, las que podrán estar vinculadas con un Subproyecto Nacional y/o un Subproyecto Provincial y consistirán, entre otras cosas: en la construcción y/o rehabilitación de infraestructura productiva y/o sistemas productivos dentro de explotaciones agrícolas, la utilización y adquisición de equipos productivos dentro de explotaciones agrícolas, la construcción de instalaciones de almacenamiento, procesamiento y empaquetado, y cualquier otra inversión de naturaleza similar que sea aceptable para el Banco, todo ello conforme sea aprobado por la Prestataria, a través de la SAGPyA, de conformidad con los criterios establecidos en el Manual Operativo. —

Parte 3: Gestión del Programa

a) Fortalecer la capacidad administrativa y de gestión de la Unidad Ejecutora del Proyecto (PIU, por su sigla en inglés) para colaborar con la Prestataria, a través de la SAGPyA, en la coordinación, implementación, supervisión, administración, seguimiento y evaluación del Proyecto (según corresponda), entre otras cosas, mediante: i) la realización de pequeñas obras de remodelación en las oficinas de la PIU, y ii) la prestación de asistencia técnica y capacitación, y la adquisición y utilización de los equipos de oficina necesarios para ese fin.

b) Realizar: i) un estudio para aprobar la propuesta de un nuevo marco institucional para la PIU; ii) un estudio para redefinir el enfoque adoptado, a nivel tanto federal como provincial, respecto de la operación y el mantenimiento de sistemas de infraestructura, y iii)

MARIA CRISTINA COCHELLA
Transparencia Pública Nacional
Cep. Fed. T. V - P. 17
Cal. Trad. Mat. N.º 120

EA COCHELLA
Alca. Nacional
T. V - P. 17
Cal. N.º 120

evaluaciones permanentes de las actividades del Proyecto, de conformidad con el sistema mencionado en la Parte 3 c) ii) *infra*.

c) Diseñar e implementar: i) un sistema de información para la administración del Proyecto, y ii) un sistema de evaluación independiente para llevar a cabo las evaluaciones mencionadas en la Parte 3 b) iii) *supra*.

MARIA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. 1º y - Pº 17
Cal. Trad. Mat. Nº 120

MWC

MARIA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. 1º y - Pº 17
Mat. Nº 120

APÉNDICE 2

Ejecución del Proyecto

Sección I. Disposiciones en materia de ejecución y otras cuestiones -----

A. Sin que ello implique limitar las disposiciones de la Sección 3.01 del presente Convenio, la Prestataria, a través de la SAGPyA, verificará, y dispondrá que los Organismos Descentralizados, las Provincias Participantes y los Productores Agrícolas Elegibles verifiquen, que las actividades del Proyecto bajo su responsabilidad se llevan a cabo de conformidad con las disposiciones de las Normas Anticorrupción. -----

B. a) Sin que ello implique limitar las disposiciones de la Sección 3.01 del presente Convenio, la Prestataria, a través de la SAGPyA, llevará a cabo, y dispondrá que los Organismos Descentralizados, las Provincias Participantes y los Productores Agrícolas Elegibles lleven cabo, las actividades del Proyecto bajo su responsabilidad de conformidad con las disposiciones del Manual Operativo. -----

b) En caso de existir algún conflicto entre las condiciones del Manual Operativo y las condiciones de este Convenio, prevalecerán las condiciones del presente Convenio. -----

C. a) A los efectos de llevar a cabo cualquier Subproyecto Nacional aprobado que esté comprendido en la jurisdicción administrativa de un Organismo Descentralizado, la Prestataria, a través de la SAGPyA, repondrá una parte de los fondos del Préstamo asignados a las Categorías 1) a), 2) a), 3) a), 4) a) y 5) a) (el Subpréstamo para Ejecución) al Organismo Descentralizado pertinente en el marco de un convenio de ejecución (el Convenio de Ejecución (Subpréstamo)) que la Prestataria, a través de la SAGPyA, celebrará con dicho Organismo Descentralizado en los términos y condiciones que hubieren sido aprobados por el Banco y que incluirán, entre otras cosas, aquellos estipulados en el Apéndice 4 del presente Convenio. -----

b) i) La Prestataria, a través de la SAGPyA, ejercerá sus derechos y llevará a cabo sus obligaciones en el marco de cada Convenio de Ejecución (Subpréstamo) del modo adecuado para proteger los intereses de la Prestataria y del Banco y para lograr los objetivos del Préstamo, y ii) salvo que el Banco convenga lo contrario, la Prestataria, a través de la SAGPyA, no cederá, modificará, rescindirá, derogará, renunciará o dejará de exigir el cumplimiento de cualquier Convenio de Ejecución (Subpréstamo) o de cualquiera de sus disposiciones. -----

D. a) A los efectos de llevar a cabo cualquier Subproyecto Provincial aprobado, la Prestataria, a través de la SAGPyA, repondrá una parte de los fondos del Préstamo asignados a las Categorías 1) b), 2) b), 3) b), 4) b) y 5) b) (el Préstamo Subsidiario) a la Provincia Participante pertinente en el marco de un convenio de préstamo subsidiario (el Convenio de Préstamo Subsidiario) que la Prestataria, a través de la SAGPyA, celebrará con dicha Provincia Participante en los términos y condiciones que hubieren sido

MARIA CRISTINA COCHELLA
 Transactora Pública Nacional
 Cap. Fed. P.V. - F. 17
 Col. Trad. Mat. N° 120

MCS

FA COCHELLA
 MCA Nacional
 P.V. - F. 17
 Col. N° 120

aprobados por el Banco y que incluirán, entre otras cosas, aquellos estipulados en el Apéndice 5 del presente Convenio.

b) i) La Prestataria, a través de la SAGPyA, ejercerá sus derechos y llevará a cabo sus obligaciones en el marco de cada Convenio de Préstamo Subsidiario del modo adecuado para proteger los intereses de la Prestataria y del Banco y para lograr los objetivos del Préstamo, y ii) salvo que el Banco convenga lo contrario, la Prestataria, a través de la SAGPyA, no cederá, modificará, rescindiré, derogará, renunciará o dejará de exigir el cumplimiento de cualquier Convenio de Préstamo Subsidiario o de cualquiera de sus disposiciones.

E. a) A los efectos de llevar a cabo cualquier Subproyecto Dentro/Fuera de Explotaciones Agrícolas, la Prestataria, a través de la SAGPyA, concederá, por concepto de aporte no reembolsable, una parte de los fondos del Préstamo asignados a las Categorías 1) c), 2) c) y 3) c) (el Aporte No Reembolsable para Productores Agrícolas) al Productor Agrícola Elegible pertinente en el marco de un contrato regulatorio de aportes no reembolsables (el Contrato Regulatorio de Aportes No Reembolsables para Productores Agrícolas) que la Prestataria, a través de la SAGPyA, celebrará con el Productor Agrícola Elegible en los términos y condiciones que hubieren sido aprobados por el Banco y que incluirán, entre otras cosas, aquellos estipulados en el Apéndice 6 del presente Convenio.

b) i) La Prestataria, a través de la SAGPyA, ejercerá sus derechos y llevará a cabo sus obligaciones en el marco de cada Contrato Regulatorio de Aportes No Reembolsables para Productores Agrícolas del modo adecuado para proteger los intereses de la Prestataria y del Banco y para lograr los objetivos del Préstamo, y ii) salvo que el Banco convenga lo contrario, la Prestataria, a través de la SAGPyA, no cederá, modificará, rescindiré, derogará, renunciará o dejará de exigir el cumplimiento de cualquier Contrato Regulatorio de Aportes No Reembolsables para Productores Agrícolas o de cualquiera de sus disposiciones.

F. Tras la aprobación de un Subproyecto Nacional que esté comprendido en la jurisdicción administrativa exclusiva de la SAGPyA o en la jurisdicción administrativa exclusiva de un Organismo Descentralizado, la Prestataria, a través de la SAGPyA: a) antes del inicio de las obras o actividades en el marco de ese Subproyecto Nacional (según corresponda), llevará a cabo, o dispondrá que dicho Organismo Descentralizado lleve a cabo, un estudio ambiental/social preliminar y/o una evaluación ambiental/social (según corresponda) de las obras/actividades pertinentes, y si el Banco lo determinara, aprobará un plan de gestión ambiental/social o un instrumento ambiental/social similar, aceptable para el Banco, para cada una de tales obras/actividades (entendiéndose que dicho plan o instrumento ambiental/social similar se basará en los resultados del estudio ambiental/social preliminar y/o la evaluación ambiental/social mencionados en el presente, y en los comentarios formulados por el Banco respecto dicho estudio preliminar y/o evaluación, si hubiera), en un todo de acuerdo con las disposiciones del Manual de Gestión Ambiental y Social, y b) inmediatamente después de dicha aprobación, implementará y/o dispondrá que dicho Organismo Descentralizado implemente (según corresponda) el plan de gestión

MARÍA CRISTINA COCHELLA
 Productora Pública Nacional
 Cap. Fed. 1º V - Fº 17
 Col. Trad. Met. N° 120

MUCB

MARIA COCHELLA
 Publica Nacional
 1º V - Fº 17
 Col. N° 120

ambiental/social correspondiente (o el instrumento ambiental/social similar) de conformidad con sus términos.

G. Tras la aprobación de un Subproyecto Provincial, la Prestataria, a través de la SAGPyA, dispondrá que la correspondiente Provincia Participante: a) antes del inicio de las obras/actividades en el marco de dicho Subproyecto Provincial (según corresponda), lleve a cabo y/o disponga que se lleve a cabo, un estudio ambiental/social preliminar y/o una evaluación ambiental/social (según corresponda) de las obras/actividades pertinentes, y si el Banco lo determinara, aprobará y/o dispondrá que dicha Provincia Participante apruebe un plan de gestión ambiental/social o un instrumento ambiental/social similar, aceptable para el Banco, para cada una de tales obras/actividades (entendiéndose que dicho plan o instrumento ambiental/social similar se basará en los resultados del estudio ambiental/social preliminar y/o la evaluación ambiental/social mencionados en el presente, y en los comentarios formulados por el Banco respecto dicho estudio preliminar y/o evaluación, si hubiera), en un todo de acuerdo con las disposiciones del Manual de Gestión Ambiental y Social, y b) inmediatamente después de dicha aprobación, implemente y/o disponga que se implemente (según corresponda) el plan de gestión ambiental/social correspondiente (o el instrumento ambiental/social similar) de conformidad con sus términos.

H. Tras la aprobación de un Subproyecto Dentro/Fuera de Explotaciones Agrícolas, la Prestataria, a través de la SAGPyA, dispondrá que el correspondiente Productor Agrícola Elegible: a) antes del inicio de las obras/actividades en el marco de dicho Subproyecto Dentro/Fuera de Explotaciones Agrícolas (según corresponda), lleve a cabo y/o disponga que se lleve a cabo, un estudio ambiental/social preliminar y/o una evaluación ambiental/social (según corresponda) de las obras/actividades pertinentes, y si el Banco lo determinara, aprobará y/o dispondrá que dicho Productor Agrícola Elegible apruebe un plan de gestión ambiental/social o un instrumento ambiental/social similar, aceptable para el Banco, para cada una de tales obras/actividades (entendiéndose que dicho plan o instrumento ambiental/social similar se basará en los resultados del estudio ambiental/social preliminar y/o la evaluación ambiental/social mencionados en el presente, y en los comentarios formulados por el Banco respecto dicho estudio preliminar y/o evaluación, si hubiera), en un todo de acuerdo con las disposiciones del Manual Ambiental y Social, y b) inmediatamente después de dicha aprobación, implemente y/o disponga que se implemente (según corresponda) el plan de gestión ambiental/social correspondiente (o el instrumento ambiental/social similar) de conformidad con sus términos.

I. Sin limitar las disposiciones pertinentes del presente Convenio, y si como resultado de la definición de la zona de impacto respecto de un determinado Subproyecto y/o la realización del estudio ambiental/social preliminar y/o la evaluación ambiental/social (mencionados en I.F, I.G y I.H del presente Convenio), se determinara que deberá realizarse un Reasentamiento respecto de un determinado Subproyecto, la Prestataria, a través de la SAGPyA, realizará lo siguiente y/o dispondrá que el Organismo Descentralizado, la Provincia Participante y/o el Productor Agrícola Elegible pertinente (según corresponda) lo realice: a) antes de llevar a cabo las obras/actividades en el marco del correspondiente Subproyecto, preparará y presentará al Banco un plan de reasentamiento (aceptable para el

MARÍA CRISTINA COCHELLA
 Instructora Pública Nacional
 Cap. Fed. 1° V. 5° 17
 Cal. Trad. Mat. N° 120

MCC

Banco) para cada Subproyecto (entendiéndose que dicho plan será coherente con las disposiciones del Marco de Políticas de Reasentamiento), y b) inmediatamente después, implementará y/o dispondrá que se implemente cada plan de reasentamiento de conformidad con sus términos y de una manera aceptable para el Banco. -----

J. Sin limitar las disposiciones pertinentes del presente Convenio, y si como resultado de la realización del estudio ambiental/social preliminar y/o la evaluación ambiental/social mencionados en I.F, I.G y I.H del presente Convenio, se determinara que existen pueblos indígenas en la zona y/o el radio pertinente de un determinado Subproyecto, la Prestataria, a través de la SAGPyA, realizará lo siguiente y/o dispondrá que el Organismo Descentralizado, la Provincia Participante y/o el Productor Agrícola Elegible pertinente (según corresponda) lo realice: a) antes de llevar a cabo las obras/actividades en el marco del correspondiente Subproyecto, preparará y presentará al Banco un plan de desarrollo de pueblos indígenas (aceptable para el Banco) para cada Subproyecto (entendiéndose que dicho plan será coherente con las disposiciones del Marco de Planificación para Pueblos Indígenas), y b) inmediatamente después, implementará y/o dispondrá que se implemente cada plan de desarrollo de pueblos indígenas de conformidad con sus términos y de una manera aceptable para el Banco. -----

K. Sin limitar las disposiciones de la Sección 3.01 a) del presente Convenio, la Prestataria, a través de la SAGPyA: a) a más tardar un año después de la Fecha de Entrada en Vigor, llevará a cabo el estudio mencionado en la Parte 3 b) i) del Proyecto de la manera y en los términos que sean aceptables para el Banco; h) a más tardar tres meses después de la finalización de dicho estudio, preparará y presentará al Banco un plan de acción, aceptable para el Banco (entendiéndose que dicho plan se basará en los resultados del mencionado estudio, y los comentarios del Banco sobre el mismo, si hubiera, e incluirá las medidas que ha de emprender la Prestataria, y un cronograma para la ejecución de las mismas), y c) inmediatamente después, implementará y/o dispondrá que se implemente dicho plan de acción de conformidad con sus términos y de una manera aceptable para el Banco. -----

L. Sin limitar las disposiciones de la Sección 5.01 de las Condiciones Generales, la Prestataria, a través de la SAGPyA: a) a más tardar treinta días después de la fecha de aprobación del décimo Subproyecto Dentro/Fuera de Explotaciones Agrícolas, examinará con el Banco el tipo de Subproyectos Dentro/Fuera de Explotaciones Agrícolas aprobados; b) a más tardar treinta días después de dicho examen, preparará y presentará al Banco un informe, aceptable para el Banco (dicho informe contendrá los resultados del mencionado examen, así como un plan y un cronograma para implementar las recomendaciones derivadas de dicho examen, si hubiera), y c) inmediatamente después, si corresponde, implementará y/o dispondrá que se implemente el plan mencionado en el inciso b) del presente, de conformidad con sus términos y de una manera aceptable para el Banco. -----

M. Sin limitar las disposiciones de la Sección 5.01 de las Condiciones Generales, la Prestataria, a través de la SAGPyA: a) a más tardar treinta días después de la implementación del décimo Subproyecto Dentro/Fuera de Explotaciones Agrícolas, examinará con el Banco los aspectos relativos a la implementación de los diez Subproyectos Dentro/Fuera de Explotaciones Agrícolas; b) a más tardar treinta días

MARIA CRISTINA COCKELLA
Tratados Públicos Nacionales
Cap. Fed. T.V. - P. 17
Col. Trad. Mat. N° 120

MCS

MARIA CRISTINA COCKELLA
Tratados Públicos Nacionales
Cap. Fed. T.V. - P. 17
Col. Trad. Mat. N° 120

después de dicho examen, preparará y presentará al Banco un informe, aceptable para el Banco (dicho informe contendrá los resultados del mencionado examen, así como un plan y un cronograma para implementar las recomendaciones derivadas de dicho examen, si hubiera), y c) inmediatamente después, implementará y/o dispondrá que se implemente el plan mencionado en el inciso b) del presente, de conformidad con sus términos y de una manera aceptable para el Banco. -----

N. a) La Prestataria, a través de la SAGPyA: i) operará y mantendrá, en todo momento durante la ejecución del Proyecto: A) una unidad ejecutora del Proyecto (la PIU), y B) un comité de programación de inversiones (el IPC, por su sigla en inglés), y ii) dentro de la estructura de la PIU, operará y mantendrá, en todo momento durante la ejecución del Proyecto, una Unidad Socio-Ambiental, en todos los casos con una estructura, funciones y responsabilidades aceptables para el Banco, conforme se especifica en el Manual Operativo. -----

b) La Prestataria, a través de la SAGPyA, verificará que: i) la PIU esté dirigida, en todo momento durante la ejecución del Proyecto, por un coordinador del Proyecto que contará con personal profesional y administrativo; ii) la Unidad Socio-Ambiental esté dirigida, en todo momento durante la ejecución del Proyecto, por un coordinador que contará con personal profesional (integrado, entre otros, por un especialista en gestión social y un especialista en gestión ambiental) y administrativo, en todos los casos en el número y con términos de referencia, idoneidad y experiencia aceptables para el Banco. -----

c) La Prestataria, a través de la SAGPyA, verificará que el IPC esté dirigido, en todo momento durante la ejecución del Proyecto, por el titular de la SAGPyA. -----

O. La Prestataria, a través de la SAGPyA, dispondrá que cada Organismo Descentralizado y Provincia Participante: a) cree o disponga que se cree (según sea necesario), y posteriormente opere y mantenga en todo momento durante la ejecución del Proyecto, una o más unidades de ejecución de Subproyectos (SEU, por su sigla en inglés), con una estructura, funciones y responsabilidades aceptables para el Banco (como se describe en el Manual Operativo), y b) verificará que la SEU pertinente esté dirigida, en todo momento durante la ejecución del Proyecto, por un coordinador del Proyecto que contará con personal profesional (incluido un especialista en adquisiciones) y administrativo, en todos los casos en el número y con idoneidad y experiencia aceptables para el Banco. -----

P. La Prestataria, a través de la SAGPyA, dispondrá que cada Provincia Participante: a) cree, y posteriormente opere y mantenga en todo momento durante la ejecución del Proyecto: i) una unidad de enlace provincial, y ii) una unidad de administración financiera (FAU, por su sigla en inglés), en todos los casos con una estructura, funciones y responsabilidades aceptables para el Banco (como se describe en el Manual Operativo), y b) verificará que la unidad de enlace provincial y la FAU pertinentes cuenten, en todo momento durante la ejecución del Proyecto, con personal profesional y administrativo, en todos los casos en el número y con idoneidad y experiencia aceptables para el Banco. -----

MARIA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. 1º V - Pº 17
Col. Trad. Mat. Nº 120

MA COCHELLA
Oficina Nacional
Tº V - Pº 17
Mat. Nº 120

Q. La Prestataria, a través de la SAGPyA, creará antes del inicio de cada año calendario durante la ejecución del Proyecto, y posteriormente mantendrá durante cada uno de los mencionados años calendario de ejecución del Proyecto, un asiento específico en el presupuesto anual pertinente para realizar un seguimiento de los gastos correspondientes en los que se hubiera incurrido durante la ejecución del Proyecto.

R. La Prestataria, a través de la SAGPyA, verificará que cada Provincia Participante haya acordado (a través del Convenio de Préstamo Subsidiario pertinente), entre otras cosas, crear mecanismos adecuados y/o adoptar las medidas apropiadas para cumplir ininterrumpidamente, por lo menos durante la ejecución del Proyecto, con las disposiciones de la Ley de Responsabilidad Fiscal (o con las disposiciones de un marco fiscal coherente con los principios y parámetros estipulados en la Ley de Responsabilidad Fiscal en el caso de una Provincia Participante que no hubiere adherido a dicha ley), a fin de lograr la sostenibilidad fiscal.

Sección II. Seguimiento, preparación de informes y evaluación del Proyecto

A. Informes sobre el Proyecto

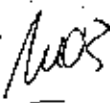
1. a) La Prestataria, a través de la SAGPyA, deberá hacer un seguimiento y evaluar la marcha del Proyecto y preparar Informes sobre el Proyecto de acuerdo con las disposiciones de la Sección 5.08 de las Condiciones Generales y teniendo en cuenta los indicadores del Proyecto que se establecen en el Manual Operativo. Cada Informe sobre el Proyecto deberá abarcar un semestre calendario (comenzando el semestre calendario en el que ocurra la fecha de Entrada en Vigor), y deberá ser entregado al Banco a más tardar cuarenta y cinco días corridos después de la finalización del periodo cubierto en el informe.

b) A los efectos de la Sección 5.08 (b) de las Condiciones Generales, a más tardar el 30 de marzo de 2013, la Prestataria, a través de la SAGPyA, intercambiará opiniones con el Banco (el examen de mitad de periodo) con respecto al pertinente Informe sobre el Proyecto que abarque el segundo semestre calendario del año 2012, y el informe mencionado en la Sección II.A.2 a) del presente Apéndice.

2. Sin limitar las disposiciones de la Sección II.A.1 del presente Apéndice, la Prestataria, a través de la SAGPyA: a) a más tardar el 30 de marzo de 2013, preparará y presentará al Banco, un informe consolidado de mitad de periodo con el alcance y los detalles que el Banco solicite razonablemente, sobre los progresos realizados por la Prestataria, a través de la SAGPyA, los Organismos Descentralizados, las Provincias Participantes y los Productores Agrícolas Elegibles en la ejecución de las actividades del Proyecto bajo su responsabilidad, al 31 de diciembre de 2012, y b) a más tardar el 30 de septiembre de 2015, preparará y presentará al Banco, un informe consolidado final con el alcance y los detalles que el Banco solicite razonablemente, sobre los resultados y el impacto del Proyecto a la fecha de presentación de dicho informe.

B. Gestión financiera, informes financieros y auditorías

MARIA CRISTINA COCHELLA
 Traductora Pública Nacional
 Cap. Fed. 11 V. 17
 Col. Trad. Mat. N° 120



1. La Prestataria, a través de la SAGPyA, mantendrá o hará que se mantenga un sistema de gestión financiera de conformidad con las disposiciones de la Sección 5.09 de las Condiciones Generales.

2. Sin limitar las disposiciones de la Parte A de esta Sección y como parte de los Informes sobre el Proyecto mencionados en la Sección II.A.1 del presente Apéndice, la Prestataria, a través de la SAGPyA, preparará y presentará al Banco, informes financieros provisionales no auditados del Proyecto que abarquen cada semestre calendario, a satisfacción del Banco en cuanto a la forma y el fondo.

3. La Prestataria, a través de la SAGPyA, deberá hacer auditar sus Estados Financieros de conformidad con las disposiciones de la Sección 5.09 (b) de las Condiciones Generales. Cada auditoría de los Estados Financieros abarcará el período correspondiente a un año fiscal de la Prestataria. Los Estados Financieros auditados correspondientes a cada uno de dichos períodos deberán presentarse al Banco a más tardar seis meses después de la finalización de dicho período.

Sección III. Adquisiciones

A. Disposiciones generales

1. **Bienes y servicios de no consultoría.** Todos los bienes, obras y servicios de no consultoría que se requieran para el Proyecto y que se hayan de financiar con los fondos del Préstamo deberán adquirirse de conformidad con los requisitos establecidos o mencionados en la Sección I de las Normas sobre Adquisiciones, y con las disposiciones de esta Sección.

2. **Servicios de consultoría.** Todos los servicios de consultoría que se requieran para el Proyecto y que se hayan de financiar con los fondos del Préstamo deberán contratarse de conformidad con los requisitos establecidos o mencionados en las Secciones I y IV de las Normas sobre Consultores, y con las disposiciones de esta Sección.

3. **Definiciones.** Las expresiones en mayúsculas que se utilizan a continuación en esta Sección para describir los métodos de adquisiciones o los métodos de examen que emplea el Banco para determinados contratos se refieren a los métodos descritos en las Normas sobre Adquisiciones, o las Normas sobre Consultores, según corresponda.

4. **Disposiciones especiales.** Sin que ello implique limitar las otras disposiciones contenidas en la Sección III.A del presente Apéndice, las siguientes disposiciones adicionales también regularán la adquisición de bienes y la contratación de obras, Servicios de No Consultoría y servicios de consultoría en el marco del Proyecto (según corresponda):

a) la adquisición de bienes y la contratación de obras, Servicios de No Consultoría y servicios de consultoría (respecto de empresas) se llevarán a cabo empleando: i) documentos estándar de licitación y solicitudes estándar de cotización/propuestas (según corresponda), en todos los casos aceptables para el Banco, que incluirán, entre otras, una

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cup. Fed. T.º V - F.º 17
Cul. Trad. Mer. N.º 120

MA COCHELLA
Traductora Pública Nacional
Cup. Fed. T.º V - F.º 17
Cul. Trad. Mer. N.º 120

disposición para la solución de controversias; ii) modelos de formularios de evaluación de ofertas, y modelos de formularios de evaluación de cotizaciones/propuestas (según corresponda), y iii) modelos de contratos, en todos los casos aceptables para el Banco; ----

b) todos los contratos por obras respecto de Subproyectos que hayan de concertarse en el marco del Proyecto deberán contener una metodología, aceptable para el Banco, por la cual el precio de cada uno de tales contratos se ajustará mediante el uso de fórmulas de ajuste de precio, de una manera aceptable para el Banco; ----

c) no se permitirá el procedimiento de dos sobres para la adquisición de bienes y la contratación de obras y Servicios de No Consultoría; ----

d) tras la apertura pública de las ofertas respecto de bienes, obras y Servicios de No Consultoría, la información relativa al examen, aclaración y evaluación de las ofertas y las recomendaciones respecto de las adjudicaciones no serán comunicadas a los oferentes u otras personas que no estén oficialmente involucradas en el proceso hasta la publicación de la adjudicación del contrato. Además, no se permitirá a los oferentes y/o las otras personas que no estén oficialmente involucradas en el proceso examinar las ofertas de otros oferentes ni realizar copias de las mismas; ----

e) tras la apertura de las propuestas de los consultores, la información relativa al examen, aclaración y evaluación de las propuestas y las recomendaciones respecto de las adjudicaciones no serán comunicadas a los consultores u otras personas que no estén oficialmente involucradas en el proceso hasta la publicación de la adjudicación del contrato (salvo como se establece en los apartados 2.20 y 2.27 de las Normas sobre Consultores). Además, no se permitirá a los consultores y/o las otras personas que no estén oficialmente involucradas en el proceso examinar las propuestas de otros consultores ni realizar copias de las mismas; ----

f) como condición para la presentación de ofertas o propuestas y/o para la adjudicación del contrato, no será necesario que los oferentes o los consultores: i) estén registrados en Argentina; ii) tengan un representante en Argentina, y iii) estén asociados o celebren subcontratos con proveedores, contratistas o consultores argentinos; ----

g) los llamados a licitación, los documentos de licitación, las minutas de la apertura de las ofertas, las solicitudes para expresión de interés y el resumen pertinente de los informes de evaluación de las ofertas y propuestas correspondientes a todos los bienes, obras, Servicios de No Consultoría y servicios de consultoría adquiridos y contratados por la Prestataria, a través de la SAGPyA, y los Organismos Descentralizados (según corresponda) serán publicados en la página web de la Oficina Nacional de Contrataciones de la Prestataria, y de una manera que sea aceptable para el Banco. El período de licitación abarcará desde la fecha de publicación del llamado a licitación o la fecha en que los documentos de licitación estén disponibles, de ambas fechas, la posterior, hasta la fecha de apertura de las ofertas; --

h) los llamados a licitación, los documentos de licitación, las minutas de la apertura de las ofertas, las solicitudes para expresión de interés y el resumen pertinente de los informes de

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Dep. Fed. T. V. - F. 17
Col. Trad. Mat. N° 120

MCC

evaluación de las ofertas y propuestas correspondientes a todos los bienes, obras, Servicios de No Consultoría y servicios de consultoría adquiridos y contratados por la Provincia Participante pertinente serán publicados en: i) la página web de dicha Provincia Participante; ii) la página web de la SAGPyA, y iii) la página web de la Oficina Nacional de Contrataciones de la Prestataria, en todos los casos de una manera que sea aceptable para el Banco. El período de licitación se contará a partir de la fecha en que el llamado a licitación se publique en la página web de la SAGPyA;

i) las disposiciones estipuladas en los apartados 2.49, 2.50, 2.52, 2.53, 2.54 y 2.59 de las Normas sobre Adquisiciones también se aplicarán a los contratos por bienes, obras y Servicios de No Consultoría que han de adquirirse en virtud de procedimientos de Licitación Pública Nacional;

j) las referencias a los oferentes en una o más revistas especializadas no serán utilizadas por la Prestataria, a través de la SAGPyA, los Organismos Descentralizados y/o las Provincias Participantes para determinar si el oferente, con respecto a bienes, que de acuerdo con la evaluación ha presentado la oferta más baja, tiene la capacidad y los recursos para llevar a cabo eficazmente el contrato de acuerdo con la oferta presentada, como se menciona en la disposición estipulada en el apartado 2.58 de las Normas sobre Adquisiciones. La disposición estipulada en el apartado 2.58 de las Normas sobre Adquisiciones (incluida la limitación especificada en el presente) también se aplicará a los contratos por bienes que han de adquirirse en virtud de procedimientos de Licitación Pública Nacional;

k) en la evaluación o rechazo de las ofertas o la adjudicación de contratos no se usarán precios testigo como parámetros;

l) la Prestataria, a través de la SAGPyA: i) presentará al Sistema de Ejecución de Planes de Adquisiciones (SEPA) la información incluida en el Plan de Adquisiciones inicial, dentro de los 30 días siguientes a la fecha en que el Banco apruebe el Proyecto, y ii) actualizará el Plan de Adquisiciones por lo menos semestralmente o conforme lo requiera el Banco para reflejar las necesidades reales de ejecución del proyecto y el progreso alcanzado e inmediatamente después presentará al SEPA la información contenida en el Plan de Adquisiciones actualizado;

m) se aplicarán las disposiciones de los apartados 2.55 y 2.56 de las Normas sobre Adquisiciones, en las que se establece la preferencia local para la evaluación de las ofertas, a los bienes manufacturados en el territorio de la Prestataria respecto de contratos por bienes que han de adquirirse en virtud de procedimientos de Licitación Pública Internacional;

n) los consultores no estarán obligados a presentar garantías de oferta o de cumplimiento;

o) los contratos de bienes, obras y Servicios de No Consultoría no se adjudicarán a la oferta "más conveniente" sino al oferente que, conforme se determine, presentó una oferta que: i) se ajusta sustancialmente a lo solicitado y ii) ha sido evaluada como la más baja,

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. T. V. - F.º 17
Col. Trad. Mat. Nº 120

LA COCHELLA
Oficina Nacional
T. V. - F.º 17
Aut. Nº 120

siempre que dicho oferente haya demostrado a la Prestataria, a través de la SAGPyA, y/o al Organismo Descentralizado pertinente y/o a la Provincia Participante pertinente y/o al Productor Agrícola Elegible (según corresponda) que reúne los requisitos para cumplir el contrato en forma satisfactoria, y -----

p) los tipos de contratos que se describen en la Sección IV de las Normas sobre Consultores serán los únicos tipos de contratos que podrá usar la Prestataria, a través de la SAGPyA, los Organismos Descentralizados, las Provincias Participantes y los Productores Agrícolas Elegibles en relación con la contratación de servicios de consultoría prestados por empresas y que se hayan de financiar con el importe del Préstamo. -----

B. Métodos para la adquisición de bienes y la contratación de obras y Servicios de No Consultoría

1. **Licitación pública internacional.** Salvo que en el apartado 2 *infra* se disponga otra cosa, los contratos para la adquisición de bienes y la contratación de obras y Servicios de No Consultoría se adjudicarán conforme a los procedimientos de licitación pública internacional. -----

2. **Otros métodos para la adquisición de bienes y la contratación de obras y Servicios de No Consultoría.** En el cuadro siguiente se indican los métodos de adquisición, distintos de la licitación pública internacional, que pueden utilizarse para la adquisición de bienes y la contratación de obras y Servicios de No Consultoría. En el Plan de Adquisiciones se deberán especificar las circunstancias en las cuales se pueden utilizar esos métodos. -----

Método de adquisición
a) Licitación pública nacional
b) Comparación de precios
c) Contratación directa

C. Métodos para la contratación de servicios de consultoría

1. **Selección basada en la calidad y el costo.** Salvo que en el apartado 2 *infra* se disponga otra cosa, los servicios de consultoría se contratarán mediante los procedimientos de selección basada en la calidad y el costo. -----

2. **Otros métodos para la contratación de servicios de consultoría.** En el cuadro siguiente se indican los métodos de contratación, distintos de la selección basada en la calidad y el costo, que pueden utilizarse para la contratación de servicios de consultoría. En el Plan de Adquisiciones se deberán especificar las circunstancias en las cuales se pueden usar esos métodos. -----

MARÍA CRISTINA COCHELLA
Tribunadora Pública Nacional
Cap. Fed. T. V. - P. 17
s. Cot. T. Ind. Mat. N.º 120

A COCHELLA
N.º Nacional
T. V. - P. 17
s. Cot. T. Ind. Mat. N.º 120

Método de contratación
a) Selección según el menor costo
b) Selección basada en la calidad
c) Selección según un presupuesto fijo
d) Selección basada en las aptitudes de los consultores
e) Selección de una única fuente
f) Procedimientos establecidos en los apartados 5.2 a 5.4 de las Normas sobre Consultores para la selección de consultores individuales
g) Procedimientos de una única fuente para la selección de consultores individuales establecidos en el apartado 5.4 de las Normas sobre Consultores para la selección de consultores individuales

D. Examen por el Banco de las decisiones en materia de adquisiciones

El Plan de Adquisiciones establecerá los contratos que quedarán sujetos al Examen Previo del Banco. Todos los otros contratos estarán sujetos al Examen Posterior del Banco.

Sección IV. Retiro de los fondos del Préstamo

A. Disposiciones generales

1. La Prestataria puede retirar los fondos del Préstamo de conformidad con las disposiciones del Artículo II de las Condiciones Generales, esta Sección, y las otras instrucciones que el Banco pudiera especificar mediante notificación a la Prestataria (incluidas las "Directrices del Banco Mundial sobre desembolso para proyectos", fechadas en mayo de 2006, con las revisiones que pudiere realizar el Banco oportunamente y según se apliquen a este Convenio conforme a dichas instrucciones), para financiar los Gastos Admisibles que se indican en el cuadro incluido en el apartado 2 *infra*.

2. El siguiente cuadro especifica las categorías de Gastos Admisibles que pueden financiarse con los fondos del Préstamo (la "Categoría"), la asignación de los importes del Préstamo a cada Categoría, y el porcentaje de gastos que se han de financiar en concepto de Gastos Admisibles en cada Categoría.

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. 3º V - Fº 17
Cul. Trad. Mat. N° 120

MCO?

Categoría	Importe del Préstamo asignado (expresado en US\$)	Porcentaje de gastos por financiar
1) Obras		
a) en el marco de Subproyectos Nacionales	2.000.000	80%
b) en el marco de Subproyectos Provinciales	165.550.000	80%
c) en el marco de Subproyectos Dentro/Fuera de Explotaciones Agrícolas	4.300.000	100% de las sumas desembolsadas en virtud de los Aportes no Reembolsables para Productores Agrícolas pertinentes
d) en el marco de la Parte 3 a) i) del Proyecto	150.000	80%
2) Bienes y Servicios de No Consultoría		
a) en el marco de Subproyectos Nacionales	1.150.000	80%
b) en el marco de Subproyectos Provinciales	6.200.000	80%
c) en el marco de Subproyectos Dentro/Fuera de Explotaciones Agrícolas	37.300.000	100% de las sumas desembolsadas en virtud de los Aportes no Reembolsables para Productores Agrícolas pertinentes
d) en el marco de las Partes 1 y 3 del Proyecto	2.000.000	80%
3) Servicios de consultoría		
a) en el marco de Subproyectos Nacionales	2.750.000	100%
b) en el marco de Subproyectos Provinciales	15.550.000	100%
c) en el marco de Subproyectos Dentro/Fuera de Explotaciones Agrícolas	2.700.000	100% de las sumas desembolsadas en virtud de los Aportes no Reembolsables para Productores Agrícolas pertinentes
d) en el marco de las Partes 1 y 3 del Proyecto	28.250.000	100%
4) Capacitación		
a) en el marco de Subproyectos Nacionales	600.000	100%
b) en el marco de Subproyectos Provinciales	2.400.000	100%
c) en el marco de la Parte J del Proyecto	2.950.000	100%
5) Costos operativos		
a) en el marco de Subproyectos Nacionales	100.000	50%
b) en el marco de Subproyectos Provinciales	4.550.000	50%
c) en el marco de las Partes 1 y 3 del Proyecto	2.350.000	50%
6) Sin asignar	18.400.000	
7) Comisión inicial	750.000	Importe que se deberá pagar según la Sección 2.03 de este Convenio de conformidad con la Sección 2.07 (b) de las Condiciones Generales
8) Prima para topes y bandas de tasa de interés	0	Importe que se deberá pagar según la Sección 2.07 c) de este Convenio
IMPORTE TOTAL	300.000.000	

IA COCHELLA
 ICA Nacional
 Av. P. 17
 Col. N.º 120

MARIA CRISTINA COCHELLA
 Traductora Pública Nacional
 Csp. Fed. T. V. - P. 17
 Col. Trad. Mat. N.º 120

MAR

A los efectos de este cuadro: -----

a) el término "Capacitación" significa los gastos (salvo los correspondientes a servicios de consultoría) incurridos por la Prestataria, a través de la SAGPyA, los Organismos Descentralizados, las Provincias Participantes y/o los Productores Agrícolas Elegibles, en todos los casos aprobados por el Banco sobre la base de un presupuesto anual aceptable para el Banco, para financiar los costos razonables de transporte y viáticos de los instructores y participantes (si correspondiere), derechos de matrícula y alquiler de las instalaciones y equipos relacionados con la capacitación en el marco de las actividades del Proyecto bajo su responsabilidad, y -----

b) el término "Costos operativos" significa los gastos ordinarios razonables, sobre la base de un presupuesto anual aprobado previamente por el Banco, en los que la SAGPyA, la PIU y las SEU no hubieran incurrido si no hubiese existido el Proyecto, en concepto de: i) los costos de transporte y viáticos del personal de la PIU y las SEU; ii) los costos de transporte y viáticos del personal de la SAGPyA (conforme los apruebe el Banco) asignado a la labor de colaborar con la Prestataria en la ejecución de la Parte I del Proyecto; iii) los costos de administración del Proyecto (incluido el alquiler de oficinas), la operación y el mantenimiento de los equipos de oficina, y iv) bienes no perecederos, pero sin incluir los salarios. -----

B. Condiciones para el retiro de fondos; periodo de retiro de fondos -----

1. Independientemente de las disposiciones de la Parte A de esta sección, no se retirarán fondos: -----

a) respecto de pagos efectuados antes de la fecha de este Convenio, con la salvedad de que podrán efectuarse retiros por un monto total que no supere el equivalente a US\$30.000.000 para pagos efectuados antes de esta fecha, pero el o con posterioridad al 1 de julio de 2008 (pero en ningún caso más de un año antes de la fecha de este Convenio) en concepto de Gastos Admisibles de acuerdo con las Categorías 1) a 5), siempre que se hubieren cumplido las obligaciones y/o las condiciones pertinentes estipuladas en este Convenio, conforme se apliquen a cada Subproyecto: -----

b) respecto de pagos efectuados para financiar un Subproyecto Nacional comprendido en la jurisdicción administrativa de un Organismo Descentralizado, en virtud de las Categorías 1) a), 2) a), 3) a), 4) a) y 5) a), a menos que el Organismo Descentralizado pertinente hubiere cumplido los criterios estipulados en el Manual Operativo. Dichos criterios incluirán, entre otras, las siguientes condiciones: i) que las partes correspondientes hubieren suscrito el Convenio de Ejecución (Subpréstamo) pertinente, y iii) que tanto el asesor legal de la Prestataria como el asesor legal del correspondiente Organismo Descentralizado, en ambos casos aceptables para el Banco, hubieren presentado al Banco un dictamen o dictámenes, satisfactorios para el Banco, estipulando que el Convenio de Ejecución (Subpréstamo) pertinente fue debidamente autorizado o ratificado por la Prestataria y el

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. Tº V - Fº 17
Col. Trad. Mtl. Nº 120

MCP

correspondiente Organismo Descentralizado y es legalmente vinculantes para la Prestataria y el correspondiente Organismo Descentralizado de conformidad con sus términos. -----

c) respecto de pagos efectuados para financiar un Subproyecto Provincial en virtud de las Categorías 1) b), 2) b), 3) b), 4) b) y 5) b), a menos que la Provincia Participante pertinente hubiera cumplido los criterios estipulados en el Manual Operativo. Dichos criterios incluirán, entre otras, las siguientes condiciones: i) que se hubiere creado un sistema de gestión financiera y el mismo esté funcionando, y ambas cuestiones sean aceptables para el Banco; ii) que las partes correspondientes hubieren suscrito el Convenio de Préstamo Subsidiario pertinente, y iii) que tanto el asesor legal de la Prestataria como el asesor legal de la correspondiente Provincia Participante, en ambos casos aceptables para el Banco, hubieren presentado al Banco un dictamen o dictámenes, satisfactorios para el Banco, estipulando que el Convenio de Préstamo Subsidiario pertinente fue debidamente autorizado o ratificado por la Prestataria y la correspondiente Provincia Participante y es legalmente vinculantes para la Prestataria y dicha Provincia Participante de conformidad con sus términos, y -----

d) respecto de pagos efectuados para financiar un Subproyecto Dentro/Fuera de Explotaciones Agrícolas en virtud de las Categorías 1) c), 2) c) y 3) c), a menos que el Productor Agrícola Elegible pertinente hubiera cumplido los criterios estipulados en el Manual Operativo. Dichos criterios incluirán, entre otras cosas, que las partes correspondientes hubieren suscrito el Contrato Regulatorio de Aportes No Reembolsables para Productores Agrícolas pertinente. -----

2. La fecha de cierre es el 30 de marzo de 2015. -----

SRÍA CRISTINA COCHELLA
 Productora Pública Nacional
 Csp. Fall. TP V - P 17
 Cui. Trad. Mat. N° 120

Cristina

INA COCHELLA
 Productora Pública Nacional
 TP V - P 17
 Mat. N° 120

APÉNDICE 3

Calendario de Amortización

1. En el siguiente cuadro se detallan las Fechas de Pago del Principal del Préstamo y el porcentaje del monto total del principal del Préstamo que debe ser pagado en cada Fecha de Pago del Principal ("Porcentaje de Cuota"). Si en la primera Fecha de Pago del Principal se hubiera desembolsado totalmente el importe del Préstamo, el Banco determinará el monto de principal del Préstamo que debe reembolsar la Prestataria en cada Fecha de Pago del Principal multiplicando: a) el Saldo Desembolsado del Préstamo en la primera Fecha de Pago del Principal, por b) el Porcentaje de Cuota para cada Fecha de Pago del Principal; ese monto del reembolso deberá ajustarse, según sea necesario, para deducir los montos mencionados en el apartado 4 del presente Apéndice, a los cuales se aplique una Conversión Monetaria.

Fecha de Pago del Principal	Porcentaje de Cuota (Expresado como un %)
En cada 15 de marzo y 15 de septiembre A partir del 15 de marzo de 2014 hasta el 15 de septiembre de 2038	2%

MA COGNELLA
Traductora Pública Nacional
Cap. Fed. T. V. - F. 17
Art. N.º 120

2. Si el importe del Préstamo no se hubiera desembolsado totalmente antes de la primera Fecha de Pago del Principal, el monto del principal del Préstamo que deberá reembolsar la Prestataria en cada Fecha de Pago del Principal será determinado de la siguiente manera: -

a) En la medida que el importe del Préstamo haya sido desembolsado antes de la primera Fecha de Pago del Principal, la Prestataria reembolsará el Saldo Desembolsado del Préstamo en esa fecha de conformidad con el apartado 1 del presente Apéndice.

b) Todo desembolso efectuado después de la primera Fecha de Pago del Principal será reembolsado en cada Fecha de Pago del Principal que ocurra después de la fecha de ese desembolso en los montos determinados por el Banco multiplicando el monto de cada uno de tales desembolsos por una fracción, cuyo numerador será el Porcentaje de Cuota original especificado en el cuadro del apartado 1 de este Apéndice para dicha Fecha de Pago del Principal (el "Porcentaje de Cuota Original") y cuyo denominador será la suma de todos los Porcentajes de Cuota Originales restantes para las Fechas de Pago del Principal que ocurran en esa fecha o después de la misma; los montos del reembolso deberán ajustarse, según sea necesario, para deducir los montos mencionados en el apartado 4 del presente Apéndice, a los cuales se aplique una Conversión Monetaria.

3. a) Los desembolsos de fondos efectuados dentro de los dos meses calendario anteriores a cualquier Fecha de Pago del Principal serán tratados, al solo efecto de calcular los montos de principal pagaderos en una Fecha de Pago del Principal, como desembolsados y pendientes de amortización en la segunda Fecha de Pago del Principal siguiente a la fecha

MARÍA CRISTINA COGNELLA
Traductora Pública Nacional
Cap. Fed. T. V. - F. 17
Art. N.º 120

MOS

del desembolso y deberán ser reembolsados en cada Fecha de Pago del Principal a partir de la segunda Fecha de Pago del Principal siguiente a la fecha del desembolso.

b) Independientemente de las disposiciones del subapartado a) de este apartado, si en cualquier momento el Banco adoptara un sistema de facturación en la fecha de vencimiento en virtud del cual las facturas son emitidas en la respectiva Fecha de Pago del Principal o después de la misma, no se aplicarán las disposiciones del mencionado subapartado a los desembolsos efectuados después de la adopción de ese sistema de facturación.

4. Independientemente de las disposiciones de los apartados 1 y 2 del presente Apéndice, tras una Conversión Monetaria respecto de la totalidad o una porción del Saldo Desembolsado del Préstamo a una Moneda Aprobada, el monto convertido de ese modo a dicha Moneda Aprobada que deberá ser reembolsado en cualquier Fecha de Pago del Principal que ocurra durante el Período de Conversión será determinado por el Banco multiplicando ese monto expresado en la moneda de denominación inmediatamente antes de la Conversión por: i) el tipo de cambio que refleje los montos de principal en esa Moneda Aprobada que el Banco deba pagar en virtud de la Transacción de Cobertura de Moneda relativa a esa Conversión, o bien ii) si el Banco así lo determinase de conformidad con las Directrices para la Conversión, el componente del tipo de cambio de la Tasa Registrada en Pantalla.

5. Si el Saldo Desembolsado del Préstamo estuviese expresado en más de una Moneda del Préstamo, las disposiciones de este Apéndice se aplicarán por separado al monto expresado en cada Moneda del Préstamo, de manera de generar un calendario de amortización separado para cada uno de dichos montos.

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. Tr. P. 6° 17
Col. Trad. Mar. N° 129

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. Tr. P. 6° 17
Col. Trad. Mar. N° 129

APÉNDICE 4

Términos y Condiciones de los Convenios de Ejecución (Subpréstamo)

Cada Convenio de Ejecución (Subpréstamo) contendrá, entre otras cosas, las siguientes disposiciones: -----

- a) la obligación de la Prestataria, a través de la SAGPyA, de: -----
- i) desembolsar prontamente a cada Organismo Descentralizado, los fondos del Subpréstamo para ejecución de una manera aceptable para el Banco, y -----
 - ii) garantizar que la Parte 2 a) del Proyecto se lleve a cabo de conformidad con las disposiciones de las Normas Anticorrupción; -----
- b) el derecho de la Prestataria, a través de la SAGPyA, a adoptar medidas correctivas contra el Organismo Descentralizado pertinente en el caso de que dicho Organismo Descentralizado no hubiere cumplido alguna de sus obligaciones en virtud del correspondiente Convenio de Ejecución (Subpréstamo) (medidas que pueden incluir, entre otras cosas, la suspensión parcial o total y/o la cancelación del importe del correspondiente Subpréstamo para Ejecución (según corresponda), todo ello conforme se convenga previamente con el Banco), y -----
- c) la obligación de cada Organismo Descentralizado de: -----
- i) usar los fondos del Subpréstamo para Ejecución exclusivamente para financiar el correspondiente Subproyecto Nacional; -----
 - ii) proporcionar los fondos, instalaciones, servicios y otros recursos que sean necesarios o apropiados para llevar a cabo el correspondiente Subproyecto Nacional; -----
 - iii) garantizar que el Subproyecto Nacional pertinente se lleve a cabo de conformidad con las disposiciones de las Normas Anticorrupción en cuanto concierna a dicho Subproyecto Nacional; -----
 - iv) reembolsar el importe del Subpréstamo para Ejecución (dicho Subpréstamo estará denominado en el equivalente en dólares y devengará la misma tasa de interés aplicable al Préstamo en virtud de la Sección 2.04 del presente Convenio) utilizado por el Organismo Descentralizado (junto con los intereses y otros cargos respecto del mismo): A) en la misma moneda en que el correspondiente monto de principal del Préstamo y los intereses y otros cargos respecto del mismo deben ser reembolsados por la Prestataria al Banco en virtud del Artículo III de las Condiciones Generales, y B) bajo condiciones de reembolso (incluido el pago de intereses y otros cargos respecto de los mismos) que coincidan con las condiciones de reembolso estipuladas en el Apéndice 3 del presente Convenio; -----

MARIA CRISTINA COCHELLA
 Traductora Pública Nacional
 Cap. Fed. T. V. - F. 17
 Col. Tiro. Mat. N° 120



v) no ceder, modificar, rescindir, revocar, derogar, renunciar o dejar de exigir el cumplimiento del Convenio de Ejecución (Subpréstamo) o de cualquiera de sus disposiciones salvo que previamente se hubiere llegado a un acuerdo con el Banco; -----

vi) si corresponde, cumplir, o disponer que se cumplan, las obligaciones mencionadas en las Secciones 5.04, 5.05, 5.06, 5.07 y 5.10 de las Condiciones Generales (relacionadas con seguros, adquisición de tierras, uso de bienes, obras y servicios, y mantenimiento de instalaciones, planes, documentos y registros, cooperación y consultas y visitas, respectivamente) con respecto al Subproyecto Nacional pertinente, y -----

vii) adoptar o permitir que se adopten todas las medidas que permitan a la Prestataria, a través de la SAGPyA, cumplir sus obligaciones mencionadas en el presente Convenio, según corresponda para la ejecución del Subproyecto Nacional pertinente. -----

MARIA CRISTINA COCHELLA *[Handwritten Signature]*
Productora Párrafo Nacional
Cap. Fed. 7ª y 8ª 17
Col. Trad. Mat. N° 120

MA COCHELLA
Oficina Nacional
17 y 18 17
Mat. N° 120

APÉNDICE 5

Términos y Condiciones de los Convenios de Préstamo Subsidiario

Cada Convenio de Préstamo Subsidiario contendrá, entre otras cosas, las siguientes disposiciones: -----

a) la obligación de la Prestataria, a través de la SAGPyA, de: -----

i) desembolsar prontamente a cada Provincia Participante, los fondos del correspondiente Préstamo Subsidiario de una manera aceptable para el Banco, y -----

ii) garantizar que la Parte 2 b) del Proyecto se lleve a cabo de conformidad con las disposiciones de las Normas Anticorrupción; -----

b) el derecho de la Prestataria, a través de la SAGPyA, a adoptar medidas correctivas contra la Provincia Participante pertinente en el caso de que dicha Provincia Participante no hubiere cumplido alguna de sus obligaciones en virtud del correspondiente Convenio de Préstamo Subsidiario (medidas que pueden incluir, entre otras cosas, la suspensión parcial o total y/o la cancelación del importe del Préstamo Subsidiario (según corresponda), todo ello conforme se convenga previamente con el Banco), y -----

c) la obligación de cada Provincia Participante de: -----

i) usar los fondos del Préstamo Subsidiario exclusivamente para financiar el correspondiente Subproyecto Provincial; -----

ii) proporcionar los fondos de contrapartida, instalaciones, servicios y otros recursos que sean necesarios o apropiados para llevar a cabo el correspondiente Subproyecto Provincial;

iii) garantizar que el Subproyecto Provincial pertinente se lleve a cabo de conformidad con las disposiciones de las Normas Anticorrupción; -----

iv) reembolsar el importe del Préstamo Subsidiario (dicho Préstamo Subsidiario estará denominado en el equivalente en dólares y devengará la misma tasa de interés aplicable al Préstamo en virtud de la Sección 2.04 del presente Convenio) utilizado por la Provincia Participante (junto con los intereses y otros cargos respecto del mismo): A) en la misma moneda en que el correspondiente monto de principal del Préstamo y los intereses y otros cargos respecto del mismo deben ser reembolsados por la Prestataria al Banco en virtud del Artículo III de las Condiciones Generales, y B) bajo condiciones de reembolso (incluido el pago de intereses y otros cargos respecto de los mismos) que coincidan con las condiciones de reembolso estipuladas en el Apéndice 3 del presente Convenio; -----

MARÍA CRISTINA COCHELLA
 Inspectora Pública Nacional
 Cap. Fed. T. V. - P. 17
 Col. Trad. Mat. N.º 120

MCC

MA COCHELLA
 Inspectora Pública Nacional
 Cap. Fed. T. V. - P. 17
 Col. Trad. Mat. N.º 120

v) no ceder, modificar, rescindir, revocar, derogar, renunciar o dejar de exigir el cumplimiento del Convenio de Préstamo Subsidiario o de cualquiera de sus disposiciones salvo que previamente se hubiere llegado a un acuerdo con el Banco; -----

vi) si corresponde, cumplir, o disponer que se cumplan, las obligaciones mencionadas en las Secciones 5.04, 5.05, 5.06, 5.07 y 5.10 de las Condiciones Generales (relacionadas con seguros, adquisición de tierras, uso de bienes, obras y servicios, y mantenimiento de instalaciones, planes, documentos y registros, cooperación y consultas y visitas, respectivamente) con respecto al Subproyecto Provincial pertinente; -----

vii) adoptar o permitir que se adopten todas las medidas que permitan a la Prestataria, a través de la SAGPyA, cumplir sus obligaciones mencionadas en el presente Convenio, según corresponda para la ejecución del Subproyecto Provincial pertinente, y -----

viii) cumplir ininterrumpidamente (incluida la obligación de crear mecanismos adecuados y/o adoptar las medidas apropiadas para cumplir ininterrumpidamente), por lo menos durante la ejecución del Proyecto, con las disposiciones de la Ley de Responsabilidad Fiscal (o con las disposiciones de un marco fiscal coherente con los principios y parámetros estipulados en la Ley de Responsabilidad Fiscal en el caso de una Provincia Participante que no hubiere adherido a dicha ley), a fin de lograr la sostenibilidad fiscal. -----

MA COCHELLA
Tribuna Pública Nacional
Cav. Fed. 1º V - Pº 17
Col. Trad. Mat. Nº 120

MANIA CRISTINA COCHELLA
Tribuna Pública Nacional
Cav. Fed. 1º V - Pº 17
Col. Trad. Mat. Nº 120



APÉNDICE 6

Términos y Condiciones de los Contratos Regulatorios de Aportes No Reembolsables para Productores Agrícolas

Cada Contrato Regulatorio de Aportes No Reembolsables para Productores Agrícolas contendrá, entre otras cosas, las siguientes disposiciones: -----

- a) la obligación de la Prestataria, a través de la SAGPyA, de: -----
- i) desembolsar prontamente a cada Productor Agrícola Elegible, los fondos del pertinente Aporte no Reembolsable de una manera aceptable para el Banco, y -----
 - ii) garantizar que la Parte 2 c) del Proyecto se lleve a cabo de conformidad con las disposiciones de las Normas Anticorrupción; -----
- b) el derecho de la Prestataria, a través de la SAGPyA, a adoptar medidas correctivas contra el Productor Agrícola Elegible pertinente en el caso de que dicho Productor Agrícola Elegible no hubiere cumplido alguna de sus obligaciones en virtud del correspondiente Contrato Regulatorio de Aportes No Reembolsables para Productores Agrícolas (medidas que pueden incluir, entre otras cosas, la suspensión parcial o total y/o la cancelación del importe del correspondiente Aporte No Reembolsable para Productores Agrícolas (según corresponda), todo ello conforme se convenga previamente con el Banco), y -----
- c) la obligación de cada Productor Agrícola Elegible de: -----
- i) usar los fondos del Aporte No Reembolsable para Productores Agrícolas exclusivamente para financiar el correspondiente Subproyecto Dentro/Fuera de Explotaciones Agrícolas; -
 - ii) proporcionar, salvo que el Banco disponga otra cosa: A) una contribución de por lo menos el 60% del costo total del correspondiente Subproyecto Dentro/Fuera de Explotaciones Agrícolas (conforme dicho costo total sea aprobado por la Prestataria, a través de la SAGPyA, de conformidad con los criterios estipulados en el Manual Operativo), y B) las instalaciones, servicios y otros recursos que sean necesarios o apropiados para llevar a cabo el correspondiente Subproyecto Dentro/Fuera de Explotaciones Agrícolas; -----
 - iii) garantizar que el Subproyecto Dentro/Fuera de Explotaciones Agrícolas pertinente se lleve a cabo de conformidad con las disposiciones de las Normas Anticorrupción; -----
 - iv) no ceder, modificar, rescindir, revocar, derogar, renunciar o dejar de exigir el cumplimiento del Contrato Regulatorio de Aportes No Reembolsables para Productores Agrícolas o de cualquiera de sus disposiciones salvo que previamente se hubiere llegado a un acuerdo con el Banco; -----

MARIA CRISTINA COCHELLA
Traductora Pública Nacional
Carr. Fed. 1° y. P° 17
Cul. Trad. Mat. N° 120

MCS

LA COCHELLA
Bos Nacional
1° y. P° 17
Cul. N° 120

v) si corresponde, cumplir, o disponer que se cumplan, las obligaciones mencionadas en las Secciones 5.04, 5.05, 5.06, 5.07 y 5.10 de las Condiciones Generales (relacionadas con seguros, adquisición de tierras, uso de bienes, obras y servicios, y mantenimiento de instalaciones, planes, documentos y registros, cooperación y consultas y visitas, respectivamente) con respecto al Subproyecto Dentro/Fuera de Explotaciones Agrícolas pertinente, y -----

vii) adoptar o permitir que se adopten todas las medidas que permitan a la Prestataria, a través de la SAGPyA, cumplir sus obligaciones mencionadas en el presente Convenio, según corresponda para la ejecución del Subproyecto Dentro/Fuera de Explotaciones Agrícolas pertinente. -----

MARÍA CRISTINA COCHELLA
Directora Pública Nacional
Caj. Fed. T4 V. P° 17
Col. Trad. Mat. N° 120




RA COCHELLA
Dilce Nacional
T4 V. P° 17
Mat. N° 120

ANEXO

Definiciones

1. "Normas Anticorrupción" significa las "Normas para la prevención y lucha contra el fraude y la corrupción en proyectos financiados con préstamos del BIRF y créditos y donaciones de la AIF", de fecha 15 de octubre de 2006.
2. "Categoría" significa una categoría estipulada en el cuadro de la Sección IV del Apéndice 2 del presente Convenio.
3. "CD" significa una entidad micro-regional público-privada del ámbito provincial, con personería jurídica, que tiene, entre otras, la responsabilidad de lograr que se implemente el plan pertinente mencionado en la Parte 1 d) ii) del Proyecto.
4. "Normas sobre consultores" significa las "Normas: Selección y Contratación de Consultores por Prestatarios del Banco Mundial", publicadas por el Banco en mayo de 2004 y revisadas en octubre de 2006.
5. "Organismo Descentralizado" significa un organismo público federal, con personería jurídica, que cumple los criterios estipulados en el Manual Operativo para llevar a cabo un Subproyecto Nacional (conforme dichos términos se definen en el presente).
6. "Productor Agrícola Elegible" significa un pequeño o mediano productor individual, o una entidad con personería jurídica (integrada por pequeños y/o medianos productores individuales), que cumple los criterios estipulados en el Manual Operativo para llevar a cabo un Subproyecto Dentro/Fuera de Explotaciones Agrícolas (conforme dichos términos se definen en el presente).
7. "Manual de Gestión Ambiental y Social" significa el manual de la Prestataria, de fecha 7 de marzo de 2008, aceptable para el Banco (incluido en el Manual Operativo), en el que se establecen, entre otras cosas: a) las directrices para llevar a cabo los estudios preliminares/evaluaciones ambientales/sociales mencionados en la Sección I.F a), I.G a) y I.H a) del Apéndice 2 del presente Convenio; b) la descripción genérica del tipo de impactos ambientales que podrían afectar a los Subproyectos, entre ellos la lista de las inversiones que no se financiarán en el marco del Proyecto (incluido cualquier Subproyecto que incluya actividades en cursos de agua internacionales (conforme lo determine el Banco)); c) las directrices que se han de aplicar en relación con los hallazgos de bienes culturales; d) las directrices que se han de aplicar para prevenir la degradación de los bosques y promover la reforestación y regeneración de los bosques naturales; e) las directrices que se han de aplicar para prevenir la conversión o degradación de los hábitats naturales; f) el Marco de Planificación para Pueblos Indígenas; g) el Marco de Políticas de Reasentamiento; h) las medidas para mitigar cualquier impacto ambiental negativo derivado de la ejecución del Proyecto; i) las prácticas para combatir las plagas que se han de aplicar en caso de que algún Subproyecto entrafte el uso de plaguicidas, y j) las

MARÍA CRISTINA COCHELLA
 Traductora Pública Nacional
 Dep. Fed. T.V. EP 17
 Col. Trad. Mat. N° 120



directrices y procedimientos que se han de aplicar en relación con las pequeñas obras de remodelación en el marco de la Parte 3 a) i) del Proyecto (conforme dichos términos se definen en el presente).

8. "Aportes No Reembolsables para Productores Agrícolas" significa un aporte proporcionado en el marco del Contrato Regulatorio de Aportes No Reembolsables para Productores Agrícolas pertinente para financiar hasta el 40% del costo total del correspondiente Subproyecto Dentro/Fuera de Explotaciones Agrícolas (conforme dicho costo total sea aprobado por la Prestataria, a través de la SAGPYA, de acuerdo con los criterios estipulados en el Manual Operativo) (como dichos términos se definen en el presente).

9. "Contrato Regulatorio de Aportes No Reembolsables para Productores Agrícolas" significa cualquiera de los acuerdos mencionados en la Sección I.E a) del Apéndice 2 del presente Convenio, como el mismo pudiera ser modificado oportunamente con el consentimiento del Banco.

10. "FAU" significa cualquiera de las entidades mencionadas en la Sección I.P a) ii) del Apéndice 2 del presente Convenio, o cualquier entidad sucesora de la misma que sea aceptable para el Banco.

11. "Ley de Responsabilidad Fiscal" significa la ley N° 25.917 de la Prestataria, de fecha 4 de agosto de 2004 (debidamente publicada en el Boletín Oficial de la Prestataria el 25 de agosto de 2004), que establece, entre otras cosas, un régimen federal de responsabilidad fiscal con el objetivo de lograr la sostenibilidad fiscal a nivel provincial, y con ese fin establece reglas de comportamiento fiscal y disposiciones para intensificar la transparencia en la gestión pública; el término también incluye las reglamentaciones de dicha ley.

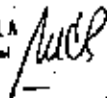
12. "Condiciones Generales" significa las "Condiciones generales para préstamos del Banco Internacional de Reconstrucción y Fomento", de fecha 1 de julio de 2005 (y sus modificaciones hasta el 12 de febrero de 2008).

13. "Convenio de Ejecución (Subpréstamo)" significa cualquiera de los convenios mencionados en la Sección LC a) del Apéndice 2 del presente Convenio, como el mismo pudiera ser modificado oportunamente con el consentimiento del Banco.

14. "Subpréstamo para Ejecución" significa un préstamo otorgado en virtud del Convenio de Ejecución (Subpréstamo) pertinente para financiar el correspondiente Subproyecto Nacional que esté comprendido en la jurisdicción administrativa exclusiva del Organismo Descentralizado pertinente (como dichos términos se definen en el presente).

15. "Marco de Planificación para Pueblos Indígenas" significa el marco de la Prestataria de fecha 7 de marzo de 2008, aceptable para el Banco (incluido en el Manual de Gestión Ambiental y Social), que incluye, entre otras cosas, los principios, los objetivos, la metodología y el contenido que se incluirá en cada plan de desarrollo de pueblos indígenas.

VARIA CRISTINA COCHELLA
 Traductora Pública Nacional
 Cap. Fed. 1° V - F° 17
 Cnt. Trad. Mat. N° 120



INA COCHELLA
 Oficina Nacional
 1° V - F° 17
 Mat. N° 120

16. "IPC" significa el comité mencionado en la Sección I.N a) i) B) del Apéndice 2 del presente Convenio. -----

17. "Subproyecto Nacional" significa cualquiera de las inversiones y/o actividades mencionadas en la Parte 2 a) del Proyecto. -----

18. "Servicios de No Consultoría" significa los servicios que serán objeto de licitación y se contratarán sobre la base del desempeño de resultados físicos cuantificables. -----

19. "Subproyecto Dentro/Fuera de Explotaciones Agrícolas" significa cualquiera de las inversiones mencionadas en la Parte 2 c) del Proyecto. -----

20. "Manual Operativo" significa el Reglamento Operativo de la Prestataria de fecha 12 de agosto de 2008, aceptable para el Banco, en el que se establecen, entre otras cosas: a) los criterios para seleccionar a los Productores Agrícolas Elegibles, los Organismos Descentralizados y las Provincias Participantes en el marco del Proyecto (los que incluirán, entre otras cosas, respecto de cada Provincia Participante, la creación de un marco de control aceptable y un sistema de gestión financiera aceptable, y que dicho sistema se esté aplicando); b) los criterios para seleccionar el perfil de proyecto de los Subproyectos Provinciales conforme se menciona en la Parte 1 c) ii) del Proyecto; c) los criterios para evaluar, seleccionar y aprobar los Subproyectos (los que incluirán, entre otras cosas, la lista de las inversiones que no se financiarán en el marco del Proyecto consignada en el Manual de Gestión Ambiental y Social); d) las estructuras, funciones y responsabilidades del comité de programación de inversiones, las unidades de administración financiera, las unidades de enlace provincial, la unidad ejecutora del Proyecto, las unidades de ejecución de Subproyectos y la Unidad Socio-Ambiental; e) el Manual de Gestión Ambiental y Social; f) el plan de cuentas y los controles internos del Proyecto; g) el formato de: A) los informes financieros provisionales no auditados mencionados en la Sección II. B.2 del Apéndice 2 del presente Convenio, y B) los Estados Financieros; h) los términos de referencia para llevar a cabo las auditorías del Proyecto en el marco de la Sección II.B.3 del Apéndice 2 del presente Convenio; i) los indicadores del Proyecto (incluido el marco de resultados), y j) los procedimientos en materia de desembolsos y adquisiciones para el Proyecto, conforme dicho manual pudiera ser actualizado y/o modificado oportunamente con el consentimiento del Banco. -----

21. "Provincia Participante" significa cualquier Provincia que reúna los criterios de elegibilidad estipulados en el Manual Operativo para llevar a cabo un Subproyecto Provincial (como dichos términos se definen en el presente). -----

22. "PIU" significa la unidad mencionada en la Sección I.N a) i) A del Apéndice 2 del presente Convenio, o cualquier unidad sucesora de la misma aceptable para el Banco. -----

23. "Unidad de enlace provincial" significa cualquiera de las unidades mencionadas en la Sección I.P a) i) del Apéndice 2 del presente Convenio, o cualquier unidad sucesora de la misma aceptable para el Banco. -----

MARIA CRISTINA COCHELLA
 Traductora Pública Nacional
 Cap. Fed. Tº V - EP 17
 Col. Trad. Mat. Nº 120

MA COCHELLA
 Traductora Pública Nacional
 Cap. Fed. Tº V - EP 17
 Col. Trad. Mat. Nº 120

24. "Normas sobre adquisiciones" significa las "Normas: Adquisiciones con Préstamos del BIRF y Créditos de la AIF", publicadas por el Banco en mayo de 2004 y revisadas en octubre de 2006.

25. "Plan de Adquisiciones" significa el plan de adquisiciones para el Proyecto formulado por la Prestataria, de fecha 7 de agosto de 2008, y al que se hace referencia en el apartado 1.16 de las Normas sobre Adquisiciones y el apartado 1.24 de las Normas sobre Consultores, conforme el mismo sea actualizado oportunamente de conformidad con las disposiciones de dichos apartados.

26. "Provincia" significa cualquiera de las subdivisiones políticas de la Prestataria de conformidad con el Título II de la Constitución de 1994 de la Prestataria.

27. "Subproyecto Provincial" significa cualquiera de las inversiones y/o actividades mencionadas en la Parte 2 b) del Proyecto.

28. "Reasentamiento" significa el impacto directo de una privación involuntaria de tierras en el marco del Proyecto, como consecuencia de la cual las personas afectadas sufrirán: (i) efectos adversos en su nivel de vida, o (ii) la pérdida por adquisición o la pérdida de la posesión, en forma temporaria o permanente, del derecho, título o interés en una vivienda, tierra (incluidas las instalaciones y las tierras destinadas a la agricultura y el pastoreo) o cualquier otro activo fijo o bien mueble, o (iii) un menoscabo, temporario o permanente, del acceso a activos productivos, o (iv) efectos adversos, temporarios o permanentes, en su empresa, ocupación, trabajo o lugar de residencia o hábitat.

29. "Marco de Políticas de Reasentamiento" significa el marco de la Prestataria de fecha 7 de marzo de 2008, aceptable para el Banco (incluido en el Manual de Gestión Social y Ambiental), que incluye, entre otras cosas, los principios y los objetivos que rigen la preparación y ejecución de los reasentamientos y la descripción de los procedimientos para la preparación y aprobación de los planes de reasentamiento en el marco del Proyecto (como dichos términos se definen en el presente).

30. "SAGPyA" significa la Secretaría de Agricultura, Ganadería, Pesca y Alimentos, creada en el ámbito del Ministerio de Economía y Producción de la Prestataria, o cualquier entidad sucesora de la misma que sea aceptable para el Banco.

31. "SEPA" significa el Sistema de Ejecución de Planes de Adquisiciones del Banco, que está a disposición del público.

32. "Unidad Socio-Ambiental" significa la unidad mencionada en la Sección LN a) ii) del Apéndice 2 del presente Convenio, o cualquier unidad sucesora de la misma aceptable para el Banco.

33. "SEU" significa cualquiera de las unidades mencionadas en la Sección LO a) del Apéndice 2 del presente Convenio.

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cep. Fed. 11 V. P. 17
Col. Fed. Mat. N° 120

MCC

34. "Subproyecto" significa un Subproyecto Nacional, un Subproyecto Provincial y/o un Subproyecto Dentro/Fuera de Explotaciones Agrícolas (como dichos términos se definen en el presente).

35. "Préstamo Subsidiario" significa un préstamo otorgado en virtud del Convenio de Préstamo Subsidiario pertinente para financiar el correspondiente Subproyecto Provincial (como dichos términos se definen en el presente).

36. "Convenio de Préstamo Subsidiario" significa cualquiera de los convenios mencionados en la Sección I.D a) del Apéndice 2 del presente Convenio, como el mismo pudiera ser modificado oportunamente con el consentimiento del Banco.

Sección II. Modificaciones a las Condiciones Generales

Las modificaciones a las condiciones generales son las que se indican a continuación:

1. Se modifica el párrafo (a) de la Sección 2.07 a fin de decir lo siguiente:

"Sección 2.07. Refinanciamiento del Anticipo para Preparación; Capitalización de la Comisión Inicial y los Intereses

(a) Si en el Convenio de Préstamo se establece que un anticipo efectuado por el Banco o la Asociación ("Anticipo para Preparación") se ha de reembolsar con cargo a los fondos del Préstamo, el Banco, en nombre de tal Parte del Préstamo, deberá retirar de la Cuenta del Préstamo en la Fecha de Vigencia, o después de la misma, el monto que sea necesario para amortizar el saldo del anticipo retirado y pendiente de pago en la fecha de ese retiro de fondos de la Cuenta del Préstamo, y para pagar todos los cargos impagados, si hubiera, sobre el anticipo a tal fecha. El Banco deberá pagarse o pagar a la Asociación, según sea el caso, el monto retirado de esa manera, y deberá cancelar el monto del anticipo no retirado."

2. Se modifica el párrafo (l) de la Sección 7.02 a fin de decir lo siguiente:

"(l) Inelegibilidad. El Banco o la Asociación ha declarado al Prestatario (distinto del País Miembro) o a la Entidad Ejecutora del Proyecto inelegibles para recibir fondos de cualquier financiamiento otorgado por el Banco o por la Asociación, o participar de otra manera en la preparación o ejecución de un proyecto financiado, en todo o en parte, por el Banco o la Asociación, como consecuencia de una determinación del Banco o de la Asociación de que el Prestatario o la Entidad Ejecutora del Proyecto ha incurrido en prácticas fraudulentas, corruptas, coercitivas o colusorias en relación con el uso de los fondos de cualquier financiamiento otorgado por el Banco o por la Asociación."

3. El siguiente término y su definición estipulados en el Apéndice se modifican de la manera que se indica a continuación y se agrega al Apéndice el siguiente término nuevo y su definición, en orden alfabético, de la manera que se indica a continuación, y los términos se numeran nuevamente conforme sea necesario:

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. 19 y 17
Cof. Trad. Mat. N° 120

MCS

MARIA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. Fed. 19 y 17
Cof. Trad. Mat. N° 120

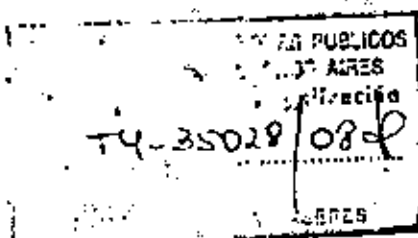
a) El término "Anticipo para la Preparación del Proyecto" se modifica a fin de decir "Anticipo para Preparación" y su definición se modifica a fin de decir lo siguiente: -----

"Anticipo para Preparación" significa el anticipo mencionado en el Convenio de Préstamo y amortizable conforme a lo dispuesto en la Sección 2.07 (a). -----

MARÍA CRISTINA COCHELLA, Traductora Pública, certifica que el texto que antecede redactado en treinta y seis (36) folios es traducción fiel al castellano del texto original ante sí, redactado en idioma inglés, al que se remite. Firma y sella en Buenos Aires, a los 5 días del mes de septiembre de 2008. -----

M. C. Cochella

MARÍA CRISTINA COCHELLA
Traductora Pública Nacional
Cap. 1 del D.V. N° 17
Cof. Trad. Mat. N° 120



COCHELLA
ca Nacional
V. P. 17
A. N° 120



**COLEGIO DE TRADUCTORES PÚBLICOS
DE LA CIUDAD DE BUENOS AIRES**

REPÚBLICA ARGENTINA
LEY 20.305

LEGALIZACIÓN



Por la presente, el COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES, en virtud de la facultad que le confiere el artículo 10, inc. d) de la Ley 20.305, certifica únicamente que la firma y el sello que aparecen en la traducción adjunta, concuerdan con los correspondientes

a/la Traductor/a Público/a **COHELLA, MARÍA CRISTINA**

que obran en los registros de esta Institución en el Folio _____ del Tomo _____

en el Idioma: **INGLES** 17. 5

Legalización Número: **35026 / 2008 / T4**

Buenos Aires, **05/09/2008**



MARCELO P. SIGALOFF
Encargado Dto. de Legalizaciones
Colegio de Traductores Públicos
de la Ciudad de Buenos Aires

**ESTA LEGALIZACIÓN NO SE CONSIDERARÁ VÁLIDA SIN EL CORRESPONDIENTE
TIMBRADO EN LA ÚLTIMA HOJA DE LA TRADUCCIÓN ADJUNTA**

Av. Corrientes 1834 - C1045AAN - Ciudad Autónoma de Buenos Aires - 4373 - 7173 y líneas rotativas

Control Interno: 1133990

Pursuant to Section 10, Paragraph D of Act 20.305, the *COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES* (Sworn Translators Association of the City of Buenos Aires) hereby certifies that the signature and seal affixed hereto appear to match the specimen signature and seal of the *Traductor Público* (Sworn Translator) whose name is subscribed to the attached translation, as such specimen signature and seal are kept on file in our office.

THIS CERTIFICATION IS NOT VALID WITHOUT THE STAMP ON THE LAST PAGE OF THE ATTACHED TRANSLATION.

Vu par le *COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES* (Ordre de Traducteurs Officiels de la ville de Buenos Aires), en vertu des attributions qui lui ont été accordées par l'article 10, alinéa d) de la Loi n° 20.305, pour la seule légalisation matérielle de la signature et du sceau du *Traductor Público* (Traducteur Officiel) apposés sur la traduction du document ci-joint, qui sont conformes à ceux déposés aux archives de cette Institution.

LE TIMBRE APPOSÉ SUR LA DERNIÈRE PAGE DE LA TRADUCTION FERA PREUVE DE LA VALIDITÉ DE LA LÉGALISATION.

Con la presente il *COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES* (Collegio dei Traduttori Giurati della Città di Buenos Aires) ai sensi della facoltà conferitagli dall'articolo 10, comma d), della Legge 20.305, CERTIFICA, esclusivamente, la firma ed il timbro del *Traductor Público* (Traduttore Giurato), apposti in calce alla qui unita traduzione, in conformità alla firma ed al timbro depositati nei propri registri.

LA PRESENTE LEGALIZZAZIONE SARÀ PRIVA DI VALIDITÀ OVE NON VENGA TIMBRATA NELL'ULTIMO FOGLIO DELLA TRADUZIONE.

Através da presente o *COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES* (Colégio de Tradutores Públicos da Cidade de Buenos Aires), em virtude das atribuições conferidas pelo art. 10 inc. d) da Lei 20.305, certifica unicamente que a assinatura e o carimbo do *Traductor Público* (Tradutor Público) que subscreve a tradução adjunta conferem com a assinatura e o carimbo arquivados nos registros desta instituição.

A PRESENTE LEGALIZAÇÃO SÓ SERÁ CONSIDERADA VÁLIDA COM A CORRESPONDENTE CHANCELA MECÂNICA APOSTA NA ÚLTIMA FOLHA DA TRADUÇÃO.

BEGLAUBIGUNG. - Hiermit bescheinigt die Kammer der Vereidigten Übersetzer der Stadt Buenos Aires *COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES* kraft der Befugnisse, die ihr nach Artikel 10, Abs. d) des Gesetzes 20.305 zustehen, lediglich die Übereinstimmung der Unterschrift und des Siegelabdrucks auf der beigelegten Übersetzung mit der entsprechenden Unterschrift und dem Siegelabdruck des vereidigten Übersetzers/der vereidigten Übersetzerin (*Traductor/a Público/a*), die in den Registern dieser Institution hinterlegt worden sind.
DIE VORLIEGENDE BEGLAUBIGUNG ERLANGT KEINE GÜLTIGKEIT OHNE DEN ENTSPRECHENDEN GEBÜHRENSTEMPEL AUF DEM LETZTEN BLATT DER BEIGELEGTEN ÜBERSETZUNG.