Agreement Amending Program Agreement

(Second NWFP Structural Adjustment Credit)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

NORTH WEST FRONTIER PROVINCE

Dated October 25, 2005
AGREEMENT AMENDING
PROGRAM AGREEMENT

AGREEMENT, dated October 25, 2005, between INTERNATIONAL DEVELOPMENT ASSOCIATION (the “Association”) and NORTH WEST FRONTIER PROVINCE acting by its Governor (NWFP).

(A) WHEREAS pursuant to a development credit agreement dated June 22, 2004, between Islamic Republic of Pakistan (the “Borrower”) and the Association (the “Development Credit Agreement”), the Association agreed to provide the Borrower with a Credit in an amount in various currencies equivalent to sixty-two million one hundred thousand Special Drawing Rights (SDR 62,100,000) to support the Borrower and NWFP in the execution of the Program as described in Recital (A) of the Development Credit Agreement (the “Program”), but only on condition that NWFP agreed to undertake such obligations toward the Association as are set forth in the Program Agreement;

(B) WHEREAS pursuant to the Program Agreement dated June 22, 2004, between the Association and NWFP, NWFP agreed to undertake the obligations set forth in the Program Agreement;

(C) WHEREAS the Borrower and NWFP have requested the Association to provide additional financial assistance in support of the Program to help in meeting the increased financing requirements caused by the impact of the earthquake that hit the Borrower’s territory on October 8, 2005, by increasing the amount made available under the Development Credit Agreement by an amount in various currencies equivalent to thirty four million six hundred thousand Special Drawing Rights (SDR 34,600,000); and

(D) WHEREAS the Association has agreed to extend such additional assistance to the Borrower and to NWFP on the terms and conditions set out in the Development Credit Agreement as amended by the Agreement Amending the Development Credit Agreement of even date herewith (the “Amending Agreement”);

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I
Definitions

Section 1.01. Unless the context otherwise requires and except where otherwise defined in this Agreement Amending the Program Agreement, all capitalized terms contained herein shall have the meanings given to them in the Development Credit Agreement, the Amending Agreement or in the General Conditions as the case requires.
ARTICLE II

Amending Provisions

Section 2.01. Recital (C) of the Development Credit Agreement is amended to read as follows:

“(C) by the Development Credit Agreement of even date herewith, as amended by the Agreement Amending the Development Credit Agreement (together, the “Development Credit Agreement”) between the Borrower and the Association, the Association has agreed to make available to the Borrower an amount in various currencies equivalent to ninety six million seven hundred thousand Special Drawing Rights (SDR 96,700,000) on the terms and conditions set forth in the Development Credit Agreement, but only on condition that NWFP agrees to undertake such obligations toward the Association as are set forth in this Agreement as amended by the Agreement Amending the Program Agreement (together, the “Program Agreement”); and”

Section 2.02. Except as expressly provided in this Agreement Amending the Program Agreement, all other provisions of the Program Agreement shall remain in full force and effect.

ARTICLE III

Effective Date; Termination

Section 3.01. The Agreement Amending the Program Agreement shall come into force and effect on the date upon which the Amending Agreement becomes effective.

ARTICLE IV

Miscellaneous Provisions

Section 4.01. Any notice or request required or permitted to be given or made under this Agreement Amending the Program Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telex or facsimile to the party to which it is required or permitted to be given or made at such party’s address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. Deliveries made by facsimile transmission shall also be confirmed by mail. The addresses so specified are:

For the Association:

International Development Association
Section 4.02. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement Amending the Program Agreement on behalf of NWFP may be taken or executed by the Secretary, Finance Department, NWFP, or such other person or persons as NWFP shall designate in writing, and NWFP shall furnish to the Association sufficient evidence of the authority and the authenticated specimen signature of each such person.

Section 4.03. This Agreement Amending the Program Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Praful Patel
Regional Vice President
South Asia

NORTH WEST FRONTIER PROVINCE

By /s/ Mushtaq Malik
Authorized Representative