

**ARRANGEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA
AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC CONCERNING A LOAN
FROM THE ECONOMIC DEVELOPMENT COOPERATION FUND FOR THE
ESTABLISHMENT OF INTELLIGENT TRANSPORTATION SYSTEM IN SANTO
DOMINGO PROJECT**

The Government of the Republic of Korea and the Government of the Dominican Republic,

In accordance with the Agreement between the Government of the Republic of Korea and the Government of the Dominican Republic concerning Loans from the Economic Development Cooperation Fund signed on June 30, 2006,

Have agreed as follows:

Article 1

1. The Government of the Republic of Korea shall enable the Government of the Dominican Republic to obtain a loan (hereinafter referred to as the "Loan") from the Export-Import Bank of Korea (hereinafter referred to as the "Bank"), the government agency for the Economic Development Cooperation Fund (hereinafter referred to as the "EDCF"), for the implementation of the Establishment of Intelligent Transportation Systems in Santo Domingo Project (hereinafter referred to as the "Project").
2. The borrower of the Loan shall be the Government of the Dominican Republic (hereinafter referred to as the "Borrower"), acting by and through the Ministry of Finance.
3. The Loan shall be denominated in Korean Won. The amount of the Loan shall not exceed the equivalent of Thirty Six Million Sixty Two Thousand US Dollars (US\$36,062,000) and shall be fixed in Korean Won in accordance with the relevant provisions of a loan agreement to be concluded between the Borrower and the Bank (hereinafter referred to as the "Loan Agreement").

Article 2

The terms and conditions of the Loan, as well as the procedures for its utilization, shall be governed by the Loan Agreement, which shall contain, inter alia, the following principles:

- (a) The repayment period shall be Forty (40) years including a grace period of Ten (10) years;
- (b) The interest rate shall be Two Tenths of One percent (0.2%) per annum, however no interest shall accrue for the portion of the Loan covering the consulting services provided by the Korean consultant(s);
- (c) The disbursement period shall be Twenty Six (26) months from the effective date of the Loan Agreement or such other period as the Borrower and the Bank agree upon;
- (d) A service charge of One tenth of One percent (0.1%) of the amount of each disbursement shall be collected by the Bank;
- (e) All banking charges and/or costs for services rendered by banks in connection with disbursements of the proceeds of the Loan, repayment of principal or payment of interest payable to the Bank under the Loan Agreement shall be subject to a banking arrangement to be concluded between the concerned banks designated by the Borrower and the Bank ; and
- (f) In the event the Borrower fails to make payment of all or any portion of the principal of the Loan or any other amount when due under the Loan Agreement, the unpaid amount shall bear an overdue charge at the rate of Two percent (2.0%) per annum in addition to the interest rate specified in the Loan Agreement.

Article 3

1. The eligible source countries for the procurement of goods and services, including consulting services, to be financed out of the Loan shall be the Republic of Korea for the foreign currency portion and the Dominican Republic for the local currency portion. Procurement from countries other than the eligible source countries, if any, shall be set out in the Loan Agreement.
2. The supplier(s) of the goods and services necessary for the implementation of the Project shall be selected through competitive bidding among the Korean firms.
3. The consultant(s) shall be employed through limited competitive bidding among the Korean consulting firms.
4. The procurement or consulting contracts shall be concluded within Eighteen (18) months from the effective date of the Loan Agreement.
5. Details of the methods and procedures for procurement shall be set out in the Loan Agreement.

Article 4

In the event the funds available from the proceeds of the Loan are insufficient for the full implementation of the Project, the Borrower shall promptly make arrangements to provide such funds as shall be needed.

Article 5

The proceeds of the Loan shall be disbursed by the Bank to the Borrower, or to the supplier(s) and/or consultant(s) on behalf of the Borrower, in accordance with the progress of the Project, up to the amount of the Loan, and within the disbursement period specified in the Loan Agreement and in accordance with the disbursement procedure under the Loan Agreement.

Article 6

Other terms and conditions to be specified in the Loan Agreement shall be determined through negotiations between the Borrower and the Bank.

Article 7

This Arrangement may be amended by the mutual written consent of the two Governments. The amendment of this Arrangement shall not affect the validity of the Loan advanced prior to such amendment.

Article 8

Any dispute arising out of the interpretation or implementation of this Arrangement shall be settled amicably through negotiations between the two Governments.

Article 9

1. This Arrangement shall enter into force on the date of signature and shall remain effective, unless otherwise agreed upon by the two Governments, until the Borrower performs all the obligations under the Loan Agreement.
2. Either Government may terminate this Arrangement at any time by notification through diplomatic channels. The termination shall take effect Six (6) months from the date of the notification of termination to the other Government. Outstanding obligations at the time of such termination shall nonetheless be completed in accordance with the provisions of this Arrangement, unless otherwise agreed by the Korean Government.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Arrangement.


Done in duplicate at *Santo Domingo, capital of the Dominican Republic*, on this *thirtieth* day of *July*, two thousand and twelve (2012), in the English language.

FOR THE GOVERNMENT OF THE
REPUBLIC OF KOREA

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PARK DONG-SIL
AMBASSADOR OF THE REPUBLIC OF
KOREA IN THE DOMINICAN REPUBLIC

FOR THE GOVERNMENT OF THE
DOMINICAN REPUBLIC


JOSE ANIBAL SANZ JIMINIAN
CHAIRMAN OF THE COMMITTEE ON
THE IMPLEMENTATION INTELLIGENT
TRANSPORT SYSTEM
DIRECTOR OF THE METROPOLITAN
TRANSPORTATION AUTHORITY
(AMET)