

**FRAMEWORK AGREEMENT**

**BETWEEN**

**DOMINICAN REPUBLIC**

**AND**

**NORDIC INVESTMENT BANK**

**Dated  
April 3, 2006**

# **FRAMEWORK AGREEMENT BETWEEN DOMINICAN REPUBLIC AND NORDIC INVESTMENT BANK**

## **Whereas**

- The Nordic Investment Bank (hereinafter referred to as “NIB”) was established pursuant to a treaty between Denmark, Finland, Iceland, Norway and Sweden,
- Estonia, Latvia and Lithuania have become members of MB by 1 January 2005,
- The Dominican Republic and NIB desire to establish the basis for long-term cooperation in utilizing financing provided by NIB for projects of interest to the Dominican Republic and the member countries of NIB, and  
In pursuance thereof the framework of operations and the legal status of NIB in the Dominican Republic shall be determined,

NOW THEREFORE it is hereby agreed as follows:

1

The Dominican Republic, and any public-, semi-public-, or private legal person in the Dominican Republic is eligible for loans and guarantees made available by NIB pursuant to this Agreement. The proceeds of the financing may be used for any cost item of the selected projects.

2

Financing from NIB shall supplement other available financial sources. NIB will assist in the arrangement of advantageous financing of suitable projects through co-financing with other multilateral institutions, official and private financial institutions of its member countries, and other selected institutions.

3

The parties hereto shall on a regular basis discuss and exchange views on the objectives, lending criteria, and activities of NIB in the Dominican Republic.

4

In order to benefit from the provisions of this Agreement, NIB shall, in respect of financing not extended to or guaranteed by the Dominican Republic, request in writing a statement from the Ministry of Finance of the Dominican Republic confirming that the Dominican Republic has no objection to the financing by NIB of the project in question.

5

NIB shall enjoy in the Dominican Republic the most extensive legal capacity accorded to legal persons under the laws of the Dominican Republic. NIB may in particular

- hold, own and dispose of fixed property
- borrow funds in the Dominican Republic by means of ah instruments permitted by the haws and regulations of the Dominican Republic, and
- be a party to legal proceedings.

6

The Dominican Republic recognizes that NIB is a multilateral financial institution which follows policies similar to other multilateral financial institutions as regards project execution and debt service obligations of its borrowers, including the policy of non-participation in any rescheduling of national debt.

7

Ah payments to NIB in respect of its loans and guarantees, and ah transactions related to realization of any security given for such loans arid guarantees, shah be exempt from any tax, levy or impost of any nature whatsoever in the Dominican Republic.

Entities in the Dominican Republic, which enjoy financing or guarantees from NIB, or in which NIB has a security interest, shall be exempt from any duty to withhold taxes on payments to MB.

8

NIB shall be assured free access to purchase and transfer foreign currency for the purposes of its operations.

Entities in the Dominican Republic, which enjoy financing or guarantees from NIB, or in which NIB has a security interest shall be assured free access to purchase and transfer foreign currency for the payment of interest, principal and other financial obligations towards NIB.

9

Entities in the Dominican Republic, which enjoy financing or guarantees from NIB, or in which NIB has a security interest, shall benefit from treatment not less favorable than that available under current legislation of the Dominican Republic or under any bilateral agreement on the reciprocal promotion and protection of investments to which the Dominican Republic is a party.

10

Financial instruments issued by NIB on the capital market of the Dominican Republic shall in respect of risk weighting by category of on-balance-sheet asset be rated at the same percentage as the multilateral development banks nailed in Annex 2 to the Basle Capital Accord of July 1988 on. International Convergence of Capital Measurement and Capital Standards or in such (annex to) accord as shall replace the said Basic Capital Accord of July 1988.

NIB, and the assets, communications and documents of MB, shall be exempt (i) from search and all forms of expropriation and (ii) from the levy or imposition of any measure of execution or constraint prior to the award of a final, non-reviewable judgment against NIB, rendered by a court or tribunal of competent jurisdiction.

Representatives of NIB, while they are engaged in activities connected with the implementation of this Agreement, shall enjoy immunity from legal and administrative proceedings in respect of acts performed by them in their official capacity, except in cases where NIB waives such immunity.

12

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, which is not settled by negotiation or other agreed mode of settlement within 60 days, shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration involving International Organizations and States, as in effect on the date of this Agreement.

The number of arbitrators shall be three.

The language to be used in the arbitral proceedings shall be English.

13

This Agreement shall enter into force upon notification by the Ministry of Finance of the Dominican Republic of the completion of its constitutional requirements for entry into force of international agreements and shall remain in force until either party notifies the other party of termination thereof. Notwithstanding such termination the provisions hereof shall remain in force for all contracts within the scope of this Agreement signed before the notification until all sums due under such contracts have been fully paid.

Done in Belo Horizonte, Brazil on 3 April, 2006 in two originals each in the English and Spanish language, both language versions being equally authentic provided that in case of any discrepancy or disagreement on interpretation the English version shall prevail.

**DOMINICAN REPUBLIC**  
represented by  
the Ministry of Finance

**NORDIC INVESTMENT**