

JAPAN INTERNATIONAL
COOPERATION AGENCY

Brochure on
Reimbursement Procedure for Japanese ODA Loans

April 2021

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Section 1. Introduction

- 1.01. Unless otherwise defined in this brochure, the capitalized words not defined herein have the same meanings as defined in the Loan Agreement and/or the General Terms and Conditions to which this brochure applies.
- 1.02. If any provision of this brochure is inconsistent with any provision of the Loan Agreement, of which this brochure constitutes an integral part, such provision of the Loan Agreement shall govern.
- 1.03. Headings of Sections herein are inserted for convenient reference only, are not part of this brochure and do not affect the construction of, or be taken into consideration in interpreting this brochure.

Section 2. Procedure

- 2.01. This brochure is to be followed in the cases where expenditures, eligible for JICA's financing, have already been incurred. The Borrower shall request JICA to make reimbursement for a sum not exceeding the amount actually paid to the suppliers, contractors or consultants (hereinafter collectively referred to as the "**Supplier(s)**") by sending to JICA a Request for Reimbursement in accordance with the attached Form RFD(R). Each Request for Reimbursement shall be accompanied by the following documents:
 - (a) Summary Sheet of Payments made substantially as per Form SSP(T/R); and
 - (b) supporting documents evidencing each payment and its usage, as stipulated in the Loan Agreement.
- 2.02. When JICA finds the Request for Reimbursement in order and in conformity with the relevant provisions of the Loan Agreement,

JICA shall make reimbursement in Japanese Yen. Reimbursement will be made, in principle, within fifteen (15) business days from the date of receipt of the Request for Reimbursement by paying into the non-resident Yen account (hereinafter referred to as the “**Loan Account**”), which shall be opened, in accordance with the relevant laws and regulations of Japan, in advance with a bank in Tokyo (hereinafter referred to as the “**Paying Bank**”), as stipulated in the Loan Agreement.

2.03. The amount stated in the Request for Reimbursement shall be either in Japanese Yen or in an internationally traded currency acceptable to JICA. When the currency used for the actual payment to the Supplier(s) is different from the currency used in the Request for Reimbursement, the amount stated in the Request for Reimbursement shall be calculated at, unless previously agreed otherwise between JICA and the Borrower, the telegraphic transfer buying (TTB) rate quoted by a foreign exchange bank authorized as such by the authority in the territories of the Borrower, one (1) business day prior to the date on which the Request for Reimbursement is made. The amount paid to the Supplier(s) and exchange rate used for conversion to Japanese Yen or other internationally traded currency acceptable to JICA, shall be described in the Summary Sheet of Payments as per Form SSP(T/R) and submitted together with the evidence of such conversion rate. If the amount stated in the Request for Reimbursement is in a currency other than Japanese Yen, the amount of disbursement in Japanese Yen shall be calculated at the telegraphic transfer selling (TTS) rate quoted by the Paying Bank two (2) business days before the date on which the disbursement is made.

2.04. The Borrower shall make the request mentioned in Section 2.01 above so that JICA can receive the necessary documents, in principle, not less than fifteen (15) business days prior to (i) the expiration date of the Disbursement Period and (ii) the date that the Borrower requests JICA to make disbursement, provided that

item (ii) shall apply only in the case where such request is made.

Section 3. Banking Arrangement

- 3.01. The Borrower shall designate a foreign exchange bank in the territories of the Borrower (hereinafter referred to as the “**Agent Bank**”), as stipulated in the Loan Agreement, as its agent for the purposes of taking any action or entering into any arrangement or agreement, on behalf of the Borrower, required or permitted under this brochure.
- 3.02. Any action taken or arrangement or agreement entered into by the Agent Bank pursuant to the authority conferred on the Agent Bank shall be fully binding on the Borrower and shall have the same force and effect as if such action was taken or such arrangement or agreement was entered into by the Borrower. The Borrower may revoke or modify the authority conferred on the Agent Bank if consent of JICA is obtained.
- 3.03. The Borrower shall cause the Agent Bank to make necessary arrangement with the Paying Bank, including, but not limited to, the following for this brochure:
- (a) to open a Loan Account on behalf of the Borrower with the Paying Bank; and
 - (b) to confirm necessary arrangements for transaction of funds after the proceeds of the Loan is credited to the Loan Account.

Section 4. Foreign Exchange Risk

- 4.01. The Borrower shall bear all risks associated with foreign exchange fluctuations arising from disbursement and JICA shall not be liable therefor.

Section 5. Exemption of JICA's obligation

- 5.01. In the case where each of the following cases occurs at the time of making each disbursement, JICA is not obligated to make any disbursement to the Borrower.
- (a) JICA reasonably determines that fulfillment of the disbursement under the Loan Agreement would be difficult due to any event that is beyond the control of JICA, including, but not limited to, (i) a system malfunction, (ii) the imposition of economic sanctions, or (iii) the occurrence of any force majeure event, such as an act of God, epidemic disease, war, terrorism or change in governmental regulations.
 - (b) JICA reasonably determines that any reason or circumstance exists that would make it difficult for any supplier, contractor or consultant to receive a payment under a contract to be financed out of the proceeds of the Loan.

Request for Reimbursement

Date:

Loan Agreement No.:

Application Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY

[Name of the Department or JICA Office in charge]

Attention:

1. Pursuant to the Loan Agreement No. _____ dated _____ between the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and (the Borrower) (hereinafter referred to as the "Loan Agreement"), the undersigned hereby requests for reimbursement under the Loan Agreement, of the sum of _____ (say _____) in reimbursement of expenditures as described in the attached Summary Sheet(s) of Payments.
2. The undersigned has not previously requested for reimbursement of any amounts under the Loan Agreement for the purpose of reimbursing or of meeting the expenditures described in the attached Summary Sheet(s) of Payments. The undersigned has not obtained nor will obtain funds for such purpose out of the proceeds of any other loan, credit or grant available to the undersigned except short-term loans or credits, if any, established in anticipation of the reimbursement requested for herein and to be repaid pro-tanto with the funds reimbursed hereunder and any charges, commission or interest paid or payable under such anticipatory short-term credits are not included in the amount herein requested to be reimbursed.
3. The undersigned certifies that:
 - a) the expenditures, hereby sought to be reimbursed, were made for the purposes specified in the Loan Agreement;
 - b) the goods and services purchased with these expenditures have been procured in accordance with the applicable procurement procedures agreed with JICA pursuant to the Loan Agreement and the cost and terms of purchase thereof are reasonable;
 - c) the said goods and services were or will be supplied by the Supplier(s) specified in the attached Summary Sheet(s) of Payments and were or will be procured in (or, in the case of services, supplied from) the eligible source country(ies) for the Loan Agreement; and
 - d) the amount requesting above does not include any amount payable to non-eligible items for JICA's finance described in the schedule 2 of the Loan Agreement, namely, general administration expenses, taxes and duties, purchase of land and other real property, compensation or other indirect items.
4. Please reimburse the amount requested herein by paying into the Loan Account of (Agent Bank of the Borrower) with (Paying Bank), Tokyo, Japan.
5. Summary Sheet(s) of Payments and other required documents attached to this request shall form an integral part hereof.

Very truly yours,

For: (Name of the Borrower)By : _____
(Authorized Person's
Signature, Name & Title)

Summary Sheet of Payments

- Transfer Procedure
 Reimbursement Procedure

Date:

L/A No.:		Application Serial No.		L/A Category Name :		JICA Concurrence No.:	
						Contract No.:	
					(A)	(B)	(C)=(A)×(B)
Item No.	Supplier	Contract Concurrence Amount (or Contract Amount)	Date of Payment (Reimbursement Procedure only)	Description	Payable/Paid Amount and Currency (without Tax)	Disbursement Ratio	Amount for JICA Financing and Currency
1.							
2.							
3.							

Total (A) _____

Total (C) _____

If requested currency is different from (C) above:

Exchange rate as of Date/Month/Year : 1 JPY = XXX (name of the currency) (E)

Request Amount and Currency (D) (C) ÷ (E)	
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When applicable, please notify the Paying Bank that the Paying Bank shall transfer the necessary amount of disbursement in the applicable currency to the account of the Supplier(s) calculated at the relevant telegraphic transfer selling rate (TTS) quoted two (2) business days before the date on which the actual disbursement is made in accordance with the Banking Arrangement referred to in the Transfer Instruction.

For (Name of the Borrower)

 (Authorized Person's
 Signature, Name & Title)

Reference:**[Transfer Procedure / Reimbursement Procedure]** Tick the procedure applied to this request**[Category]:** Category Name described in Section 1 of Schedule 2 of the Loan Agreement**[Contract Concurrence Amount or Contract Amount]:** Concurrence amount by JICA. If not applicable, contract amount**[Description] :** Description of service/goods, & details of payment (i.e. down payment, an installment payment or the final payment, invoice no., monthly payment, etc).**[Amount Paid/Payable]:** Amount in the currency claimed by/paid to the Supplier(s). (A) ≥ Eligible amount on the Claims for Payment/or amount on the Receipt**[Disbursement Ratio]:** Ratio to derive the Amount for JICA Financing against Amount Payable/Paid.**[Amount for JICA Financing]:** Amount applicable for JICA financing in the currency claimed by/paid to the Supplier(s). If the currency for the final requested amount to JICA is different from (C), indicate the Exchange rate (E) (TTB rate 1 business day prior to the date on the Request for Disbursement/Reimbursement in principle) quoted in accordance with the Brochure on Transfer/Reimbursement Procedure and relevant provision(s) of the Loan Agreement, to calculate the Request Amount (D).***If the Request for Disbursement/Reimbursement includes payments for more than 1 Category/Concurrence no., prepare the Summary Sheet for each.***