Guarantee Agreement

(Additional Financing for the Access and Quality in Higher Education Project)
(Financiamiento Adicional para el Programa de Acceso y Calidad de la Educación Superior – PACES)

between

REPUBLIC OF COLOMBIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
GUARANTEE AGREEMENT

AGREEMENT entered into between REPUBLIC OF COLOMBIA ("Guarantor") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") ("Guarantee Agreement") in connection with the Loan Agreement of the Signature Date between the Bank and INSTITUTO COLOMBIANO DE CRÉDITO EDUCATIVO Y ESTUDIOS TÉCNICOS EN EL EXTERIOR MARIANO OSPINA PÉREZ - ICETEX ("Borrower"), concerning Loan No. 8836-CO ("Loan Agreement"). The Guarantor and the Bank hereby agree as follows:

ARTICLE I – GENERAL CONDITIONS; DEFINITIONS

Section 1.01. The General Conditions (as defined in the Appendix to the Loan Agreement) apply to and form part of this Agreement.

Section 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 Loan Agreement.

ARTICLE II – GUARANTEE

Section 2.01. Without limitation or restriction upon any of its other obligations under the Guarantee Agreement, the Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of all Loan Payments payable by the Borrower pursuant to the Loan Agreement.

ARTICLE III – REPRESENTATIVE; ADDRESSES

Section 3.01. The Guarantor’s Representative is its Minister of Finance and Public Credit.

Section 3.02. For purposes of Section 10.01 of the General Conditions: (a) the Guarantor’s address is:

Ministry of Finance and Public Credit
Carrera 8 No. 6 C 38 Piso
Código Postal 111711 Bogotá, DC
Republic of Colombia; and
(b) the Guarantor’s Electronic Address is:

Facsimile:  
(571) 350-9344

Section 3.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank’s Address is:

International Bank for Reconstruction and Development  
1818 H Street, N.W. 
Washington, D.C. 20433 
United States of America; and

(b) the Bank’s Electronic Address is:

Telex: Facsimile: 
248423(MCI) or 1-202-477-6391 
64145(MCI)
AGREED as of the later of the two dates written below.

REPUBLIC OF COLOMBIA

By

Authorized Representative

Name: Alberto Carrasquilla
Title: Minister of Finance
Date: 12-Oct-2018

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Wil
Title: Country Director
Date: 12-Oct-2018