CREDIT NUMBER 7547-TZ

Financing Agreement

Zanzibar Judicial Modernization Project (Zi-JUMP)

between

UNITED REPUBLIC OF TANZANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between UNITED REPUBLIC OF TANZANIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of thirty million United States Dollars (US\$ 30,000,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are May 15 and November 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, and the Project Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Project Agreement has been duly executed and delivered, and all conditions precedent to its effectiveness, other than the effectiveness of this Agreement, have been fulfilled;
 - (b) the Subsidiary Agreement has been duly executed and delivered between the Recipient and the Project Implementing Entity, in form and substance satisfactory to the Association, and all conditions precedent to its effectiveness or to the right of the Project Implementing Entity to receive the proceeds of the Financing thereunder have been fulfilled; and
 - (c) the Project Operations Manual has been prepared and adopted in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministry of Finance Government City – Mtumba, Treasury Avenue, P. O. Box 2802, 40468 Dodoma, Tanzania; and

(b) the Recipient's Electronic Address is:

Facsimile: 255-26-296-3109

- 5.03. For purposes of Section 11.01 of the General Conditions:
 - (a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex: Facsimile:

248423 (MCI) 1-202-477-6391

AGREED as of the Signature Date.

UNITED REPUBLIC OF TANZANIA

By	
	Dr. Natu El-maamry Mwamba
	Authorized Representative
	Name: Dr. Natu El-maamry Mwamba
	Title: Permanent Secretary, Ministry of Financ
	Date:

INTERNATIONAL DEVELOPMENT ASSOCIATION

Name:

Nathan M. Belete

Nathan M. Belete

Nathan M. Belete

Title:

Country Director

Date:

Date:

SCHEDULE 1

Project Description

The objective of the Project is to enhance the accessibility, efficiency, and transparency of selected citizen-centric judicial services in Zanzibar.

The Project consists of the following components:

Component 1: Access to Justice Services

1.1. Construction of Smart Courts in Select Areas

Construction of five (5) climate-resilient and climate-responsive District Magistrate Courts and one (1) Integrated Justice Centre in select locations.

1.2. Renovation of Select Court Buildings

Renovation of two (2) court buildings, incorporating climate-resilient and climate-responsive measures.

- 1.3. Building Capacity to Strengthen the Use of Alternative Dispute Resolution
 - (a) supporting alternative dispute resolution knowledge exchange, including for Kadhi's Courts, focusing on disputes and procedures relating to family, investment/business, land, and labor; and
 - (b) providing mediation training to selected women to become mediators.
- 1.4. Development of a Gender Justice Strategy

Developing a gender justice strategy and action plan, which will include, inter alia: (i) design and implementation of pilots to provide standardized gender sensitivity training to different cadres of the judicial system; and (ii) Training on protocol in handling cases of sexual and gender-based violence (GBV) to the lower courts.

Component 2: Court Efficiency

- 2.1. Staff Training and Knowledge Exchange Programs in Strategic Areas
 - (a) conducting a Training needs assessment for judicial staff, including on decision writing, use of electronic evidence, and select areas of law such as commercial law;

- (b) facilitating knowledge exchange visits; and
- (c) developing and implementing a change management strategy for judicial staff to strengthen quality and citizen-centric approaches to judicial service delivery.

2.2. Improvement in Case and Backlog Clearance

- (a) conducting an in-depth examination into the root causes of inefficiencies leading to the backlog of cases across all court levels, and addressing the identified causes of the inefficiencies; and
- (b) conducting regular and rapid impact assessments to, *inter alia*, review the progress achieved towards improved access, efficiency, quality, and accountability of judicial services.
- 2.3. Introduction of a Judicial Information Management System

Development and roll-out of the Judicial Information Management System, including the e-case management module and e-analytical module.

2.4. Capacity Building to Operationalize a Staff Performance Management System

Carrying out a program of activities for the development, roll out and future automation of the Performance Management System (PMS), including providing orientation and Training to judicial staff on the adoption of PMS.

Component 3: Citizen and Stakeholders Engagement

- 3.1. Capacity Building of Key Stakeholders
 - (a) designing capacity building interventions to improve overall court user experience; and
 - (b) implementing select initiatives to enhance inter-institutional collaboration of key stakeholders in the justice ecosystem including the Judicial Service Commission, Office of the Director of Public Prosecutions, Office of the Attorney General's Chambers of Zanzibar, and legal aid providers.
- 3.2. Design and Roll-out of Public Engagement Initiatives
 - (a) supporting public awareness and engagement programs to increase the understanding of judicial operations among the public, including the design

and implementation of public education initiatives using various communication channels;

- (b) piloting the roll out of citizen information desks in select courts;
- (c) organizing workshops for the broader justice sector community, on recurring issues experienced by different segments of court users;
- (d) carrying out select analytical work on specific issues regarding judicial operations.

3.3. Development and Implementation of Court User Satisfaction Surveys

Supporting the roll-out of court user satisfaction surveys, including gathering data on perception and experience in alternative dispute resolution, and access, efficiency, transparency, and quality of judicial services.

3.4. Strengthen Court Administration and Support Project Management

Carrying out a program of activities designed to support Project management and strengthen the institutional capacity of the Judicial Reform Delivery Unit to implement the Project, including Training, procurement management, contract management, environmental and social risk management, monitoring and evaluation, financial management, and capacity building support to the estate management unit under the JoZ to effectively oversee construction and renovation of court infrastructure.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

- 1. **Steering Committee**. The Recipient shall cause the Project Implementing Entity to maintain throughout the implementation of the Project, the Steering Committee ("Steering Committee" or "SC") within the Judiciary of Zanzibar chaired by the Chief Justice of Zanzibar and comprising, amongst others, two High Court judges, registrar of the High Court, Chief Kadhi, deputy Registrar (Pemba), Chief accountant, Chief Court Administrator, and director responsible for human resources with mandate, powers and resources satisfactory to the Association. The SC shall be responsible for, inter alia, providing strategic guidance and oversight in the implementation of the Project.
- 2. **Judiciary of Zanzibar.** The Recipient shall cause the Project Implementing Entity to designate at all times during the implementation of the Project, the Judiciary of Zanzibar, to be responsible for the fiduciary, procurement, environmental and social risk management, and such other functions under the Project, as may be detailed in the Project Operations Manual. Accordingly, the Project Implementing Entity shall take such actions, including the provision of resources and facilities, to enable the Judiciary of Zanzibar to carry out the Project.
- 3. **Judicial Reform Delivery Unit**. Without limitation to paragraph I.A.2 above, the Recipient shall cause the Project Implementing Entity to, establish not later than one (1) month after the Effective Date, and thereafter maintain throughout the implementation of the Project, a Judicial Reform Delivery Unit ("Judicial Reform Delivery Unit" or "JRDU") within the Judiciary of Zanzibar to be chaired by a Project coordinator, and comprising, amongst others, of a financial management officer, procurement officer, environmental risk management officer, social risk management safeguards officers and a monitoring and evaluation officer with mandate, powers and resources satisfactory to the Association. The JRDU shall be responsible for, inter alia, day-to-day implementation of the Project.
- 4. Without limitation to the provisions of paragraphs 1-3 of Section I.A. of this Schedule, the Recipient shall cause the Project Implementing Entity to recruit and retain such consultants as may be needed to support the functions of the entities referred to in these paragraphs all with qualifications and terms of reference satisfactory to the Association, as may be further detailed in the Project Operations Manual.

B. Subsidiary Agreement.

- 1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement").
- 2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Subsidiary Agreement or any of its provisions.

C. Project Operations Manual.

- 1. The Recipient shall cause the Project Implementing Entity to:
 - prepare a project operations manual, in form and substance satisfactory to (a) the Association, containing detailed arrangements and procedures for implementation of the Project including, inter alia: (i) implementation arrangements, including delineation of roles and responsibilities of various entities, institutions and agencies involved in Project implementation as well as their coordination and inter-relationships; (ii) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (iii) the procurement procedures, standard procurement documentation, contracts administration and management procedures; (iv) measures to mitigate fraud and corruption as well as other integrity and fiduciary risks; (v) environmental and social risk management arrangements including measures to ensure the protection of Personal Data under the Project, address risk of Gender Based Violence and sexual exploitation of minors as well as operation of grievance redress mechanism; (vi) procedures for preparing and reviewing a consolidated annual work plan and budget for each Fiscal Year; (vii) monitoring and evaluation arrangements, reporting and communication, including performance indicators; (viii) arrangements to address community health, safety and security risks and impacts including measures to manage security risks and to avoid or minimize the transmission of communicable diseases; and (ix) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

- (b) (i) furnish to, and exchange views with the Association on such manual promptly upon its preparation; (ii) thereafter adopt such manual as shall have been approved by the Association ("Project Operations Manual" or "POM"); and (iii) implement the Project in accordance with the POM.
- (c) not amend, suspend, abrogate, repeal, or waive any provisions of the POM without the prior written agreement of the Association.
- 2. In the event of any conflict between the provisions of the POM on the one hand, and those of this Agreement on the other hand, the provisions of this Agreement shall prevail.

D. Annual Work Plan and Budget.

- 1. The Recipient shall cause the Project Implementing Entity to prepare and furnish to the Association not later than March 21 of each Fiscal Year during the implementation of the Project, a consolidated work plan and budget containing *inter alia*: (a) all activities proposed to be implemented under the Project during the following Fiscal Year; (b) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing to be made available in that year and disbursement schedule; and (c) the Training plan for such period.
- 2. The Recipient shall cause the Project Implementing Entity to ensure that in preparing any Training plan proposed for inclusion in an annual work plan and budget, it shall identify in the Training plan: (a) the objective and content of the Training envisaged; (b) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (c) the expected duration and an estimate of the cost of said Training; and (d) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known, as these requirements may be further elaborated and detailed in the POM.
- 3. The Recipient shall cause the Project Implementing Entity to afford the Association a reasonable opportunity to exchange views with it on each such proposed annual work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget")
- 4. The Recipient shall ensure that the Project Implementing Entity does not make, or allow to be made, any changes to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

5. Without limitation on the provisions of this Section, the Recipient shall cause the Project Implementing Entity to prepare and furnish to the Association the proposed Annual Work Plan and Budget for the first year of Project implementation, not later than one month after the Effective Date.

E. Environmental and Social Standards.

- 1. The Recipient shall cause the Project Implementing Entity to ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall cause the Project Implementing Entity to ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("Environmental and Social Commitment Plan" or "ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall cause the Project Implementing Entity to ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended, or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall cause the Project Implementing Entity to ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the

ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall cause the Project Implementing Entity to ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in US\$)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for the Project	30,000,000	100%
TOTAL AMOUNT	30,000,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the Signature Date.
- 2. The Closing Date is May 31, 2029.

C. Additional Provisions

1. It is the Recipient's own undertaking that the importation, procurement, and/or supply of any goods, works and/or services comprised in the Project Eligible Expenditures and which are wholly and exclusively for the purpose of the execution of the Project, and are financed with the proceeds of the Credit, will be exempted or relieved from taxes and duties.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit
	repayable
	(expressed as a percentage)*
On each May 15 and November 15:	
Commencing May 15, 2034 to and	1.25%
including November 15, 2073	

^{*} The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03 (b) (originally numbered Section 3.05 (b)) of the General Conditions.

APPENDIX

Section I. <u>Definitions</u>

- 1. "Annual Work Plan and Budget" means the yearly work plan and budget to be prepared, approved, and implemented by the Project Implementing Entity pursuant to Section I.D of Schedule 2 to this Agreement as further elaborated in the POM.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "Chief Court Administrator" means the JoZ's chief court administrator or any successor thereto.
- 5. "Chief Justice" means the head of the Judiciary of Zanzibar.
- 6. "District Magistrate Courts" means the magistrate courts established pursuant to Section 9(1) of The Magistrate Court Act No. 6 of 1985, as may be amended.
- 7. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated March 28, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
- 8. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6:

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Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.

- 9. "Fiscal Year" means the financial year of the Project Implementing Entity commencing on July 1 of a calendar year and finishing on June 30 of the following year.
- 10. "Gender Based Violence" or "GBV" means violence committed against a person based on gender.
- 11. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
- 12. "High Court" means a superior court of record, established pursuant to Section 93(1) of the Constitution of Zanzibar, 1984, as amended.
- 13. "Integrated Justice Centre" means a court complex with more than one court in the Project Implementing Entity's territory.
- 14. "Judicial Information Management System" means the software system to be used for, inter alia, managing and processing court cases and other related administrative tasks.
- 15. "Judicial Reform Delivery Unit' OR "JRDU" means the unit to be established pursuant to Section I.A.3 of Schedule 2 to this Agreement, for day-to-day implementation of the Project.
- 16. "Judicial Service Commission' means the commission established pursuant to Section 102 of the Constitution of Zanzibar, 1984, as amended.
- 17. "Judiciary of Zanzibar" or "JoZ" means the organ of government in Zanzibar, responsible for the interpretation of laws, adjudication of cases, administration and dispensation of justice in accordance with the Constitution of Zanzibar, 1984, as may be amended.
- 18. "Kadhi Courts" means the courts established under Section 3 (1) of the Kadhi's Courts Act No. 8 of 2023
- 19. "Office of Attorney General's Chambers" means the office of attorney general established and operating pursuant to Section 4 of the The Attorney General's Chamber (Discharge of Duties) Act No. 6 of 2013, as may be amended, and any successor thereto.
- 20. "Office of the Director of Public Prosecutions" means the office established pursuant to Section 4 of the Office of the Director of Public Prosecutions Act, No. 2 of 2010, and any successor thereto.

- 21. "Operating Costs" means the incremental costs incurred, based on the Annual Work Plan and Budget approved by the Association, on account of Project implementation, management and monitoring, including fuel and operation and maintenance costs for vehicles; stationary and sundries; advertising and office running costs including services of office machines and equipment; office supplies; utilities, consumables, bank charges, communication expenses, travel per diems, accommodation and subsistence allowances for authorized travel, but excluding salaries of the Recipient's or Project Implementing Entity's civil servants.
- 22. "Performance Management System" or "PMS' means the system that tracks the performance of staff in a manner that is consistent and measurable.
- 23. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 24. "PO-FP" means the President's Office of Finance and Planning of Zanzibar, or any successor thereto.
- 25. "Project Agreement" means the agreement for the Project between the Association and the Project Implementing Entity, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Project Agreement.
- 26. "Project Operations Manual" means the manual to be prepared and adopted by the Project Implementing Entity pursuant to Section I.C.1 of Schedule 2 to this Agreement, as the said manual may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.
- 27. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 28. "Project Implementing Entity" means Zanzibar.
- 29. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.

- 30. "Steering Committee" or "SC" means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement, responsible for providing strategic guidance and oversight in the implementation of the Project.
- 31. "Subsidiary Agreement" means the subsidiary agreement to be entered into by and between the Recipient and the Project Implementing Entity pursuant to Section 1.B.1 of Schedule 2 to this Agreement.
- 32. "Training" means the training under the Project, based on the Annual Work Plan and Budget referred to in Section I.D of Schedule 2 to this Agreement as approved by the Association, and attributable to seminars, workshops, courses, technical visits, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation, as set forth in the POM.
- 33. "Zanzibar" means the Recipient's semi-autonomous part Tanzania as referred to in the Constitution of The United Republic of Tanzania (1977) as represented by the Revolutionary Government of Zanzibar.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

- 1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
- 2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:
 - "66. "Interest Charge" means the interest charge for the purpose of Section 3.07.
- 3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to "Service"

Charge" or "Service Charges" in any provision of the General Conditions is deleted.