
GRANT NUMBER IDA-E268-SO

Financing Agreement

(Accelerating Sustainable and Clean Energy Access Transformation in Somalia
Project)

between

FEDERAL REPUBLIC OF SOMALIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER IDA-E268-SO

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between FEDERAL REPUBLIC OF SOMALIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS:

- A. The Participating Countries, including the Recipient, and the Regional Bodies have agreed to participate in the MPA Program, and intend to coordinate among each other for the carrying out of activities under projects and programs to be implemented by the Participating Countries and the Regional Bodies to accelerate access to sustainable, reliable and clean energy in Eastern and Southern Africa;
- B. To facilitate the implementation of the MPA Program:
 - (i) by a financing agreement to be entered into on or about the date hereof between the Republic of Sao Tome and Principe (“STP”) and the Association (“STP Financing Agreement”), the Association will extend to STP financing to assist STP in financing activities related to the MPA Program on the terms and conditions set forth in the STP Financing Agreement;
 - (ii) by a financing agreement to be entered into on or about the date hereof between the United Republic of Tanzania (“Tanzania”) and the Association (“Tanzania Financing Agreement”), the Association will extend to Tanzania financing to assist Tanzania in financing activities related to the MPA Program on the terms and conditions set forth in the Tanzania Financing Agreement;
 - (iii) by a financing agreement to be entered into on or about the date hereof between the Republic of Rwanda (“Rwanda”) and the Association (“Rwanda Financing Agreement”), the Association will extend to Rwanda financing to assist Rwanda in financing activities related to the MPA Program on the terms and conditions set forth in the Rwanda Financing Agreement;
 - (iv) by a financing agreement to be entered into on or about the date hereof between the Association and the Common Market for Eastern Africa (“COMESA”) (“COMESA Financing Agreement”), the Association will extend to COMESA financing to assist COMESA in financing activities

related to the MPA Program on the terms and conditions set forth in the COMESA Financing Agreement;

- (v) by a financing agreement to be entered into on or about the date hereof between the Association and the Trade Development Bank (“TDB”) (“TDB Financing Agreement”), the Association will extend to TDB, financing to assist TDB in financing activities related to the MPA Program on the terms and conditions set forth in the TDB Financing Agreement; and
- C. The Recipient, having satisfied itself as to the feasibility and priority of its activities, has requested the Association to assist in financing activities related to the Project and the MPA Program.

NOW THEREFORE, 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 grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to seventy-six million, one hundred thousand Special Drawing Rights (SDR 76,100,000) (“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 April 15 and October 15 in each year.

- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall carry out the Project through the Ministry of Energy and Water Resources, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has prepared and adopted the Project Implementation Manual (PIM), in form and substance satisfactory to the Association.
 - (b) The Recipient has adopted the Environmental and Social Management Framework, Stakeholder Engagement Plan, Labor Management Procedures, Resettlement Policy Framework, and Gender-Based Violence Action Plan – all 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 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
Corso Somalia Street
Shangani District
Mogadishu, Somalia; and

(b) the Recipient's Electronic Address is:

E-mail : info@mof.gov.so

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.

FEDERAL REPUBLIC OF SOMALIA

By

H. E. Bihi Iman Egeh

Authorized Representative

Name: H. E. Bihi Iman Egeh

Title: Minister of Finance

Date: 26-Feb-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Keith E. Hansen

Authorized Representative

Name: Keith E. Hansen

Title: Country Director

Date: 14-Feb-2024

SCHEDULE 1

Project Description

The objective of the Project is to increase access to sustainable and clean energy through private sector participation in Somalia.

The Project constitutes a phase of the MPA Program, and consists of the following parts:

Part 1: Distributed Renewal Energy (DRE) with Solar PV (SPV) and Battery Energy Storage Systems (BESS) in the capital city of Mogadishu and other major load centers in the Federal Members States (FMS)

Design, supply, and installation of 30-50MW SPV grid connected solar generation plants with BESS in Mogadishu and across selected major load centers in the FMS, including the operation and maintenance of the installed generation plants by private sector operators (ESPs) towards lowering the cost of supply.

Part 2. Electricity Distribution Network Rehabilitation and Reinforcement of the mini grids serving the Mogadishu capital city area and other FMS major load centers.

Carrying out a program of activities in Mogadishu and the FMS designed to support the reduction of network losses, increase network's capacity to connect new customers, and address last mile connection barriers to access, including through: (i) supply of equipment (including poles, conductors, line accessories, and distribution transformers) for the distribution network (Medium-voltage (MV) and Low-voltage (LV), metering equipment and service connections, and (ii) installation services of the network infrastructure and consumer connections including detailed line surveys.

Part 3: Sector Capacity and Institution Enhancement and Project Implementation Support

Carrying out a program of activities designed to enhance the electricity sector capacity, including: (i) preparatory studies for national electrification plan, and identification of actions to enhance the enabling environment for private sector investments; (ii) sector enhancement activities including support to operationalize the Electrification Supply Industry (ESI) institutional structure, including sector regulation, sector planning, and operational capacity; and (iii) Training for staff of MoEWR, FMS, and other stakeholder institutions to undertake core sector activities related to the sector management, policy, regulation, planning and operations.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall vest the overall responsibility for implementation of the Project in the Ministry of Energy and Water Resources (“MoEWR”). To this end, the Recipient shall:
 - (a) maintain throughout the period of implementation of the Project, a steering committee co-chaired by MoEWR and MoF, with membership and terms of reference acceptable to the Association (variously, the “Project Steering Committee” or “PSC”), as further elaborated in the PIM; which committee shall, inter alia: (i) meet periodically, as necessary, to provide policy guidance and high-level oversight to the PIU; (ii) take decision on high level critical implementation issues under the Project (e.g. terms and conditions of licensing and/or concession agreements; approval/adoption of the PIM; approval of the Annual Work Plan and Budget (AWP&B); etc.); and (iii) ensure inter-agency coordination and cooperation;
 - (b) maintain throughout the period of implementation of the Project, the Project implementation unit, headed by a Project coordinator, assisted by multi-disciplinary and competent staff (including a procurement specialist, financial management specialist, security adviser, social specialist, gender-based violence specialist, communication specialist, power engineer, environmental specialist with OHS expertise), all with experience and qualifications, in numbers and under terms of reference satisfactory to the Association (“Project Implementation Unit” or “PIU”); which unit shall be granted such powers, financial resources, functions and competencies, agreed with the Association, as shall be required for it to carry out the day-to-day implementation of the Project, including: (i) carrying out the financial management, procurement and contract management; (ii) ensuring inter-institutional coordination with FMS and MDAs; (iii) ensuring/guaranteeing compliance with environmental and social requirements under the ESSs and ESCP; and (iv) carrying out monitoring and evaluation, and reporting requirements;
 - (c) maintain, throughout the period of implementation of the Project, the EAFS Unit, established within MoF’s Office of Accountant General, with competent, experienced and qualified staff, in sufficient numbers and under terms of reference acceptable to the Association, and vested with such powers, financial resources, functions and competencies, acceptable

to the Association and set forth in the COAP Manual, necessary to assist the PIU with the day-to-day financial management and fiduciary responsibilities under the Project, including carrying out the internal audit controls, preparing the interim financial reports, preparing the Project's financial statement and coordinating their external audit;

- (d) maintain throughout the period of implementation of the Project, the services of the consulting firm selected under terms of reference acceptable to the Association, in order to perform the functions of the owner's engineer (the "Owner's Engineer") and assist the PIU with the implementation of this Project, including: (i) providing guidance and recommendations to the PIU on technical and policy matters in relation to the Project; (ii) preparing bidding documents and subsequent changes/variations thereof; (iii) supporting the PIU in evaluating technical and financial proposals; (iv) supporting the PIU in supervising and certifying contractors' performance/delivery of contract obligations, including carrying out site and documentary inspections, and performing quality controls tests; (v) handling contractual matters and procurement disputes; (vi) certifying payment appropriation for invoices from service providers and/or Project contractors; (vii) providing training, guidance and recommendations to the PIU, and instructions to contractors, to ensure the Project's compliance with the ESSs, the ESCP, and any safeguard documents prepared thereunder; and (viii) preparing the Project Reports.
2. The Recipient shall maintain, in a manner and substance satisfactory to the Association, an energy sector working group ("Energy Sector Working Group" or "ESWG"), headed by the ESWG coordinator, who shall be reporting to the Director General of MoEWR, with membership (including private sector, development partners, academia and consumer associations) and terms of reference acceptable to the Association, as further elaborated in the PIM, which group shall, inter alia: (a) provide a forum for sectoral dialogue among consumers, ESPs and the government; (b) assist the Recipient in formulating sectoral policies and prioritizing investments; and (c) ensure that the benefits of the Project accrue to consumers and the citizenry.
3. The Recipient shall, not later than twelve (12) months after the Effective Date, recruit and thereafter maintain throughout the period of implementation of the Project, the services of an independent monitoring and verification firm, with qualification, experience, and under terms of reference acceptable to the Association, to: (i) carry out independent audits (including technical, fiduciary, and safeguards), and assessment of environmental and social performance of contractors and ESPs, and such other functions as may be detailed in the POM; and (ii) prepare and submit bi-annual reports with its conclusions and observations to the Project Steering Committee and the Association.

B. Project Implementation Manual; COAP Manual

1. The Recipient shall:
 - (a) prepare and adopt the Project implementation manual, in form and substance satisfactory to the Association, containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (i) the detailed description of activities and the respective implementation arrangements and modalities, including the setup and job descriptions/terms of reference and allocation of functions and responsibilities, reporting lines and accountabilities across MDAs, or the various implementation units and Project consultants to be established or engaged as per Section I.A of this Schedule; (ii) all necessary inter-institutional coordination arrangements for the Project, including allocation decision-making powers the various implementation units; (iii) the procedures for the preparation and approval of the Annual Work Plans and Budgets; (iv) the Project procurement arrangements, including standard procurement documentation, contracts administration and management procedures; (v) eligibility criteria, integrity due diligence procedures, and terms and conditions required for the selection of ESPs; and arrangements for their involvement including terms of the license/agreements; (vi) disbursement arrangements and financial management and reporting requirements (including financial approval hierarchies, segregation of duties, flow of funds, management of bank accounts, payment processes, management and accounting of assets, and preparation of internal audits and annual Financial Statements) ancillary to those of the COAP Manual; (vii) measures to mitigate fraud and corruption as well as other fiduciary risks; (viii) environmental and social risks mitigation measures (ancillary to those of the ESCP) including measures to address risk of gender based violence, sexual exploitation and abuse, sexual harassment, as well as operation of grievance redress mechanism; (ix) the Project monitoring and evaluation, and reporting requirements; and (x) 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; and (ii) thereafter adopt such manual as shall have been approved by the Association (“Project Implementation Manual” or “PIM”).
2. The Recipient shall implement the Project in accordance with the COAP Manual, prepared and adopted by the EAFS Unit in a manner and substance satisfactory to the Association.

3. In case of any conflict between the arrangements and procedures set out in the Project Operations Manual and/or the COAP Manual, and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive, any provision of the PIM and/or the COAP Manual, in respect of any sections of the POM and/or the COAP Manual, the amendment of which would materially and adversely affect the ability of the Recipient to perform any of its obligations under this Agreement, whether in whole or in part, without the prior written concurrence of the Association.

C. ESPs License

1. In carrying out activities under Parts 1 and 2 of the Project, and prior to commencing any civil works for sub-project benefiting one or more ESPs, unless the Association otherwise agree: (a) the Recipient, assisted by the National Electricity Authority (NEA) shall agree in writing, with the respective ESPs, the terms and conditions for the update of the ESP(s)' license (each a "Revised License"), with such details acceptable to the Association and as may be provided in the Project Implementation Manual; (b) the Recipient and ESPs shall enter into such other contractual arrangement regarding the DRE generation infrastructure, with such details acceptable to the Association and as may be detailed in the Project Implementation Manual.
2. The Recipient shall refrain, and cause the ESP(s) to refrain, from materially and/or substantially amending, revising, waiving, voiding, suspending, or abrogating, any provision of the Revised License, whether in whole or in part, without the prior written concurrence of the Association.
3. In the event of any inconsistency between a provision of the Revised License and those of this Agreement, the provisions of this Agreement shall prevail.

D. Annual Work Plan and Budget.

1. The Recipient shall prepare and furnish to the Association on an annual basis, by no later than October 1st of each year, the annual work plan and budget containing all activities proposed to be included in the Project during the Fiscal Year, and a proposed financing plan (setting forth the proposed amounts and sources of financing) for expenditures required for such activities; notwithstanding the foregoing, the annual work plan and budget for the first year of Project implementation shall be prepared by the Recipient not later than one (1) month after the Effective Date;
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget, and

thereafter adopt and ensure the Project is implemented with due diligence during the 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"); and

3. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

E. Environmental and Social Standards

1. The Recipient shall 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 ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall 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 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, including, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall 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 ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and 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.

F. Regional Level Coordination Arrangements

The Recipient shall during implementation of the Project, collaborate and coordinate with COMESA to outline arrangements that will facilitate the Recipient's participation in the regional energy access acceleration platform established under the MPA Program, and to draw on the technical assistance and other benefits available to the Recipient and other Participating Countries through the said platform.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the said quarter. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

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 Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for the Project	76,100,000	100%
TOTAL AMOUNT	76,100,000	

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 November 30, 2028.

APPENDIX**Definitions**

1. “Annual Work Plan & Budget” or the term “AWP&B” means each annual work plans, together with their envisioned budgets, to be prepared by the Recipient under the Project, pursuant to the provisions of Section I.D of Schedule 2 to this Agreement.
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. “BESS” means battery energy storage systems.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “COAP Manual” means the comprehensive operation and accounting procedures manual dated January 1, 2019, adopted by the EAFS Unit, MoF Office of the Accountant General, as amended from time to time with the prior written concurrence of the Association.
6. “DRE” means distributed renewable energy.
7. “EAFS Unit” means the Recipient’s external assistance fiduciary section unit established within MoF’s Office of the Accountant General, to carry out the overall financial management in respect of the external developmental assistance including proceeds received from the Association.
8. “Electricity Sector Recovery Project” or “ESRP” means the project pursuant to which a financing agreement was signed between the Recipient and the Association dated December 17, 2021, for the provision of the sum of One Hundred Six Million Five Hundred Thousand Special Drawing Rights (SDR 106,500,000), for increasing access to lower cost and cleaner electricity supply in Project areas and re-establishing the electricity supply industry (Grant Number D931-SO).
9. “Electricity Supply Industry” means the electricity supply institutional agencies/organizations.
10. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated October 26, 2023, 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.

11. “Environmental and Social Management Framework” or “ESMF” means the environmental and social framework to adopted by the Recipient in a manner and substance satisfactory to the Association pursuant to the ESCP, setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities in accordance with the ESSs, including the risks of gender-based violence, and occupational, health and safety hazards, as well as the measures to be taken to offset, reduce or mitigate such adverse impacts, and the protocols and procedures for preparing site-/activity-specific environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written concurrence of the Association.
12. “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: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan 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.
13. “ESPs” means an electricity service provider, i.e., a private sector venture providing power services (whether generation, transmission and/or distribution) under a license extended by the Recipient or FMS.
14. “ESWG” means the energy sector working group established by the Recipient pursuant to the Electricity Sector Recovery Project, referenced in Section I.A.2 of Schedule 2 to this Agreement.
15. “Fiscal Year” means the Recipient’s fiscal year commencing on January 1 of each calendar year and finishing on December 31 of the same calendar year.

16. “FMS” means any of the federal member states constituting the Somali federation, as acknowledged in the Recipient’s Provisional Constitution (2012), including Somaliland.
17. “Gender-Based Violence Action Plan” means the action plan to be adopted by the Recipient, in a manner and substance satisfactory to the Association, pursuant to the ESCP, for addressing gender-based violence, as such instrument may be updated from time to time with the prior written concurrence of the Association.
18. “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).
19. “KV” means kilovolts.
20. “Labor Management Procedures” means the labor management procedures to be adopted by the Recipient in a manner and substance satisfactory to the Association, pursuant to the ESCP, setting out the Project’s approach and requirements to labor in meeting national requirements as well as the objectives of ESS #2 (on labor and working conditions and ESS #4 (on community health and safety), including procedures on incident investigation and reporting, recording and reporting of non-compliance, emergency preparedness and response procedures, protection of project workers from discrimination, forced labor and child labor, occupational health and safety, codes of conducts and continuous training and awareness for workers, as said instrument may be updated from time to time with the prior written concurrence of the Association.
21. “MDAs” means the ministries, departments and public agencies of the Recipient, or the Federal Member States.
22. “Ministry of Energy and Water Resources” or “MoEWR” means the Recipient’s ministry responsible for energy, or any successor thereto.
23. “MoF” means the Recipient’s ministry responsible for finance, or any successor thereto.
24. “Mogadishu” means the capital city of the Recipient.
25. “MPA Program” means the multiphase programmatic approach program designed to accelerate access to sustainable and clean energy in Eastern and Southern Africa.
26. “National Electricity Authority” means the Recipient’s agency responsible for regulation of electricity or any successor thereto.
27. “OHS” means occupational and health safety.

28. “Owner’s Engineer” means the consulting firm hired by the Recipient pursuant to Electricity Sector Recovery Project, referenced in Section I.A.1. (d) of Schedule 2 to this Agreement, which shall be maintained throughout the implementation of this Project.
29. “Operating Costs” means the reasonable incremental expenses incurred on account of Project implementation, including office equipment and supplies, vehicle operation and maintenance, maintenance small office works and maintenance of equipment, communication, advertisement and insurance costs, office administration costs, bank charges, translation costs, utilities, rental, consumables, salaries, accommodation, travel and *per diem* of Project staff, excluding the salaries of the Recipient’s or FMS civil servants.
30. “Participating Countries” means all the countries referred to in the preamble to this Agreement, and those that will participate in the future operations under the MPA Program.
31. “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, and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
32. “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.
33. “Project Implementation Unit” and the term “PIU” mean the implementation unit established pursuant to the Electricity Sector Recovery Project and referenced in Section I.A.1(b) of schedule 2 to this Agreement.
34. “Project Implementation Manual” and the term “PIM” mean the implementation manual for the Project to be prepared pursuant to Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written concurrence of the Association.
35. “Project Steering Committee” or the term “PSC” means the Recipient’s high-level committee established pursuant to the Electricity Sector Recovery Project, referred to in Section I.A.1(a) of Schedule 2 to this Agreement.

36. “Regional Bodies” means the Common Market for Eastern and Southern Africa and Eastern and Southern African Trade and Development Bank, and any regional organization that will participate in future operations under the MPA Program.
37. “Revised License” means each of the ESPs’ license for the operation of generation, and distribution of power facilities in the territory of the Recipient, whether they are owned or operated as concessionaire of the Recipient, as revised pursuant to Section I.C.1 of Section 2 to this Agreement.
38. “Resettlement Policy Framework” means the framework to be adopted by the Recipient, in a manner and substance satisfactory to the Association, pursuant to the ESCP, as such instrument may be updated from time to time with the prior
39. “Stakeholder Engagement Plan” means the stakeholder engagement plan to be prepared and adopted by the Recipient in a manner and substance satisfactory to the Association, as the same shall be updated after stakeholders consultations as set forth in the ESCP, which plan sets out the mechanisms for identifying stakeholders, gauging their interests and providing them and their communities with systematic means and processes for inclusive and meaningful engagement to influence Project design and implementation, including a grievance redress mechanism, as said instrument may be updated from time to time with the prior written concurrence of the Association.
40. “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.
41. “Solar PV” or “SPV” means solar photovoltaic.
42. “Training” means the reasonable costs of training, workshops and conferences conducted in the territory of the Recipient, or, subject to prior approval by the Association, attended overseas by the Recipient’s, FMS’ and/or ESPs’ officers, officials or staff, in connection with the Project, including the purchase and publication of materials, rental of facilities, course fees and travel and subsistence of trainees.