KP/FATA/Balochistan MDTF GRANT NUMBERS TF0B2594 & TF0B2595 CASA 1000 MDTF GRANT NUMBER TF0B2589

# KP/FATA/Balochistan Multi-Donor Trust Fund and Central Asia South Asia Transmission Project (CASA 1000) Multi-Donor Trust Fund

## **Grant Agreement**

(Pakistan Community Support Project (CASA-1000))

between

ISLAMIC REPUBLIC OF PAKISTAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of KP/FATA/Balochistan Multi-Donor Trust Fund and Central Asia South Asia Transmission Project (CASA 1000) Multi-Donor Trust Fund

### KP/FATA/Balochistan MDTF GRANT NUMBER TF0B2594 & TF0B2595 CASA 1000 MDTF GRANT NUMBER TF0B2589

# KP/FATA/BALOCHISTAN MULTI-DONOR TRUST FUND CENTRAL ASIA SOUTH ASIA TRANSMISSION PROJECT (CASA 1000) MULTI-DONOR TRUST FUND GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between ISLAMIC REPUBLIC OF PAKISTAN ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as administrator of KP/FATA/Balochistan Multi-Donor Trust Fund and Central Asia South Asia Transmission Project (CASA 1000) Multi-Donor Trust Fund. The Recipient and the Bank hereby agree as follows:

### Article I Standard Conditions; Definitions

- 1.01. The Standard 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 Standard Conditions or in the Appendix this Agreement.

### Article II The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("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 II of the Standard Conditions, Schedule 2 to this Agreement and the Project Agreement.

# **Article III The Grant**

3.01. The Bank agrees to extend to the Recipient a grant from various sources in the following amounts, which in aggregate do not exceed fifteen million Dollars (\$15,000,000) ("Grant"), to assist in financing the Project: (a) an amount not to exceed thirteen million Dollars (\$13,000,000) ("Portion KP/FATA/Balochistan of

- the Grant"); and (b) an amount not to exceed two million Dollars (\$2,000,000) ("Portion CASA 1000 of the Grant").
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust funds for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust funds, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

### Article IV Additional Remedies

- 4.01. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:
  - (a) The Member Country has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.
  - (b) The Project Implementing Entity has failed to perform any obligation under the Project Agreement.
  - IBRD or IDA has declared the Project Implementing Entity ineligible to (c) receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.
  - (d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the

- Project Implementing Entity will be able to perform its obligations under the Project Agreement.
- (e) The Recipient's Constitution of 1973 pursuant to which the Project Implementing Entity has been established and is operating has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

### Article V Effectiveness; Termination

- 5.01. By signing the Grant Agreement, the Recipient Entity shall be deemed to represent and warrant that on the Signature Date, the Grant Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is required to make such Grant Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Grant Agreement is legally binding upon the Recipient in accordance with its terms.
- 5.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.03. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

### Article VI Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Secretary, Additional Secretary, Joint Secretary, Deputy Secretary, or Section Officer of the Ministry of Economic Affairs of its Federal Government.

- 6.02. For purposes of Section 7.01 of the Standard Conditions:
  - (a) the Recipient's address is:

The Secretary to the Government of Pakistan Ministry of Economic Affairs Islamabad Islamic Republic of Pakistan; and

(b) the Recipient's Electronic Address is:

Facsimile: 92-51-9202417

- 6.03. For purposes of Section 7.01 of the Standard Conditions:
  - (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Facsimile:

1-202-477-6391

AGREED as of the Signature Date.

By

### ISLAMIC REPUBLIC OF PAKISTAN

	n.)				
	Authorized Representative				
N	Mr. Noor Ahmed				
Name:					
Title:	Secretary ————————————————————————————————————				
	27-Ju1-2020				
Date: _					
RECON INTER acting Donor	NATIONAL BANK FOR NSTRUCTION AND DEVELOPMENT NATIONAL DEVELOPMENT ASSOCIATION as administrator of KP/FATA/Balochistan Multi- Trust Fund and Central Asia South Asia Transmission (CASA 1000) Multi-Donor Trust Fund				
	700				
Authorized Representative					
Name:	Patchamuth Illangovan				
Title: _	Country Director				
Date:	16-Jul-2020				

### **SCHEDULE 1**

### **Project Description**

The objectives of the Project is to improve access to local infrastructure and strengthen community engagement in Project areas.

The Project consists of the following parts:

### Part 1. Community Outreach and Communications for CASA 1000

Implementation of the CASA 1000 Community Outreach and Communications Plan, including the carrying out of community consultations and capacity building and training for PMU staff.

### Part 2. Community Mobilization and Capacity Building

- (a) Mobilization for implementation of local infrastructure schemes, including: (i) the establishment of community development councils or revitalization of existing community organizations to facilitate community participation and oversight; (ii) identification and planning of community development priorities; (iii) establishment of community governance, social accountability, and conflict resolution systems; (iv) opening of community joint-signatory accounts (where possible), book-keeping, and contract management; and (v) establishment of committees for operations and maintenance and participatory monitoring.
- (b) Mobilization for citizen engagement and youth inclusion, including capacity building, training, and the establishment and implementation of feedback and accountability mechanisms.

### Part 3. Community Investments in Small Infrastructure Schemes

Provision of Sub-grants for local infrastructure schemes, including: (a) rehabilitation of damaged or inactive infrastructure; (b) construction of new infrastructure; and (c) operations and maintenance of rehabilitated or constructed infrastructure.

### Part 4. Project Management, Implementation, and Monitoring and Evaluation

Provision of support for Project management, implementation, and monitoring and evaluation to the Project Management Unit, including technical expertise and studies, procurement and contract management, financial management, local governance, social and environmental risk management, and maintenance and reporting of Project's monitoring and evaluation, as well as feedback mechanisms.

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### **Part 5. Contingent Emergency Response**

Provision of immediate response to an Eligible Crisis or Emergency in Project areas, as needed, including:

- (a) provision of technical support to disaster authority;
- (b) carrying out activities to support service delivery, including construction of schools, rehabilitation and life management aid to persons with disabilities, support to gender mainstreaming, implementation of water supply and sanitation policies and improvement of water resource management, improvement of incentives for female teachers and students, and support to social safety net initiatives;
- (c) technical assistance and implementation support, including environmental and social management support, financial and revenue management, communication campaign, and capacity building for implementing agencies and relevant government agencies; and
- (d) community support programs.

### **SCHEDULE 2**

### **Project Execution**

### Section I. Institutional and Other Arrangements

### A. On-granting Arrangements.

- 1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity under the same terms and conditions as shall have been received from the Bank and in accordance with the provision of this Agreement and the Recipient's on-granting policies and budgetary procedures.
- 2. Notwithstanding paragraph (1) above, in the event that any of the provisions of this Agreement, including such additional instructions as the Bank shall have specified in the Disbursement and Financial Information Letter, were inconsistent with the on-granting policies and budgetary procedures of the Recipient, the provisions of this Agreement and related instructions shall govern.
- 3. The Recipient shall exercise its rights under on-granting arrangements referred to in paragraph 1 of this Section above in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant.

### **B.** Contingent Emergency Response

- 1. The Recipient shall ensure that the contingent emergency response activities under Part 5 of the Project are carried out in accordance with the arrangements and procedures set out in the Emergency Response Manual ("ERM") (provided, however, that in the case of any conflict between the arrangements and procedures set out in the said manual and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the Bank shall otherwise agree, shall not assign, amend, abrogate or waive any provision of the said manual.
- 2. The Recipient shall undertake no activities under Part 5 of the Project unless and until the following conditions have been met in respect of said activities:
  - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities under Part 5 of the Project in order to respond to said Eligible Crisis and Emergency, and the Bank has agreed with such determination, accepted such request and notified the Recipient thereof; and
  - (b) the Recipient has ensured the preparation and disclosure of all safeguard instruments as may be required for said activities in accordance with the

ERM, the Bank has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.

### C. Procurement of Emergency Expenditures under Part 5 of the Project

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for activities included in Part 5 of the Project shall be procured in accordance with the procurement methods and procedures set forth in the ERM.

### D. Safeguards.

- 1. The Recipient, through the Project Implementing Entity, shall ensure that:
  - (a) the Project is carried out with due regard to appropriate health, safety, social, and environmental practices and standards, and in accordance with the Safeguards Instruments;
  - (b) for each activity under the Project for which the ESMF, and the RPF, provides for the preparation of a Subproject ESMP, and/or a Subproject RAP:
    - (i) proceed to have such Subproject ESMP and/or Subproject RAP as appropriate: (A) prepared and disclosed in accordance with the ESMF and the RPF, respectively; (B) consulted upon adequately with people affected by the Project as per the ESMF and the RPF, respectively, and submitted to the Bank for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and
    - (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Subproject ESMP and Subproject RAP in a manner satisfactory to the Bank:
  - (c) all measures are taken to implement the Subproject RAPs in a manner and timeframe satisfactory to the Bank. To this end, the Recipient, through the Project Implementing Entity, shall ensure that:
    - (i) funds are made available to cover all the costs of implementing the RAPs;
    - (ii) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost,

- resettled and provided with assistance in accordance with the Subproject RAPs, as applicable; and
- (iii) the implementation, monitoring and evaluation of such Subproject RAPs is completed and reported in a manner satisfactory to the Bank.
- 2. The Recipient, through the Project Implementing Entity, shall ensure that the Subprojects do not include any activities or expenditures on the negative list set forth in the ESMF.
- 3. Except as the Bank shall otherwise agree in writing, the Recipient, through the Project Implementing Entity, shall ensure that none of the provisions of the Safeguard Instruments be abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient, through the Project Implementing Entity, shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and (b) such terms of reference shall require the technical assistance, design and capacity building initiatives to take into account the requirements of the applicable Bank Safeguard Policies and EHS Guidelines.
- 5. Without limitation upon its other reporting obligations under this Agreement, the Recipient, through the Project Implementing Entity, shall:
  - (a) take all measures necessary on its part to regularly collect, compile, and submit to the Bank, as part of the Project Reports, and promptly in a separate report whenever the Bank may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;
  - (b) promptly furnish to the Bank a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and

- (c) promptly notify the Bank 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.
- 6. The Recipient, through the Project Implementing Entity, shall maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

### Section II. Project Monitoring, Reporting and Evaluation

### A. Documents; Records

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

- all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include:
  (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and
- (b) the representatives of the Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donor(s).

### B. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

### Section III. Withdrawal of Grant Proceeds

### A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; 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	Amoun	Percentage of Expenditures to be Financed (inclusive of		
	Portion KP/FATA/Balochistan of the Grant		Portion CASA 1000 of the Grant	Taxes)
	TF0B2594			
(1) Non-consulting services, consulting services, Training, and Incremental Operating Costs under Parts 1 of the Project	0	0	500,000	100%
(2) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs under Parts 2 and 4 of the Project	0	2,500,000	1,500,000	100%
(3) Sub-grants under Part 3 of the Project	9,400,000	1,100,000	0	100%
(4) Emergency Expenditures under Parts 5(a) and 5(b) of the Project	0	0	-	
(5) Emergency Expenditures under Parts 5(c) and 5(d) of the Project	-	-	0	
TOTAL AMOUNT	9,400,000	3,600,000	2,000,000	

### B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date; or
  - (b) for payments under Category (1), unless and until the Recipient has adopted the CASA 1000 Community Outreach and Communications Plan, satisfactory to the Bank; or
  - (c) for Emergency Expenditures under Categories (4) and (5), unless and until the Bank is satisfied that all of the following conditions have been met in respect of said expenditures:
    - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in Part 5 of the Project in order to respond to said crisis or emergency, and that the Bank has agreed with such determination, accepted said request and notified the Recipient thereof;
    - (ii) the Recipient has ensured that all safeguard instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.C of this Schedule;
    - (iii) the entities in charge of coordinating and implementing Part 5 of the Project have adequate staff and resources, in accordance with the provisions of the ERM, for the purposes of said activities; and
    - (iv) the provisions of the ERM remain relevant, or have been updated in a manner and substance satisfactory to the Bank, so as to be appropriate for the inclusion and implementation of Part 5 of the Project.
- 2. The Closing Date of Portion KP/FATA/Balochistan of the Grant is June 30, 2020 and the Closing Date of Portion CASA 1000 of the Grant is March 31, 2022.

### **APPENDIX**

### **Definitions**

- 1. "Affected Person" means a person or entity who, on account of the execution of the Project and/or Subprojects, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and, "Affected Persons", means more than one such Affected Person.
- 2. "Annual Work Plan and Budget" means each of the consolidated annual work plans and budgets for the Project to be prepared or updated as provided for in Section I.D(2) of the Schedule to the Project Agreement, and "Annual Work Plans and Budgets" means, collectively, all such Annual Work Plans and Budgets.
- 3. "Anti-Corruption Guidelines" means, for purposes of paragraph 2 of the Appendix to the Standard 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.
- 4. "CASA 1000" means the Central Asia-South Asia Electricity Transmission and Trade Project (P145054) aimed to facilitate electricity trade between hydropower-surplus countries in Central Asia and electricity-deficient countries in South Asia by putting in place the institutional arrangements and the transmission infrastructure required for this trade.
- 5. "CASA 1000 Community Outreach and Communications Plan" means the Recipient's community outreach and communications plan to be adopted by the Recipient, satisfactory to the Bank.
- 6. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 7. "Community Development Council" means each council to be established by the Project Implementing Entity under Part 1 of the Project for the purposes of facilitating community participation and oversight and consisting of openly elected members of the community, and "Community Development Councils" means, collectively, all such Community Development Councils.

- 8. "EHS Guidelines" means the World Bank Group Environmental, Health and Safety Guidelines published on <a href="www.ifc.org/ehsguidelines">www.ifc.org/ehsguidelines</a>, as said guidelines are updated from time to time.
- 9. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 10. "Emergency Expenditure" means any of the eligible expenditures set forth in the Emergency Response Manual in accordance with the provisions of Section I.B of Schedule 2 to this Agreement, and required for Part 5 of the Project.
- 11. "Emergency Response Manual" or "ERM" means the Recipient's manual referred to in Section I.B of Schedule 2 to this Agreement, in form and substance satisfactory to the Bank, containing detailed arrangements and procedures for activities under Part 5 of the Project: (a) any special institutional arrangements for coordinating and implementing said Part; (b) specific activities which may be included in said Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (c) financial management arrangements; (d) procurement methods and procedures; (e) documentation required for withdrawals of Emergency Expenditures; (f) application of the Safeguard Instruments and any other relevant safeguard instruments; and (g) any other arrangements necessary to ensure proper coordination and implementation of said Part; as said manual may be modified from time to time with the prior written approval of the Bank; and such term includes any schedules to such manual.
- "Environmental and Social Management Framework" or "ESMF" means the 12. framework prepared and adopted by the Recipient, satisfactory to the Bank, dated December 21, 2019, disclosed in-country and on the Bank's website on December 23, 2019, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects' risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended from time to time, with the prior written agreement of the Bank.
- 13. "Environmental and Social Management Plan" or "ESMP" means the plan to be prepared by the Project Implementing Entity, satisfactory to the Bank, and to be

disclosed on the Bank's website, which details (a) the measures to be taken during the implementation of the Project to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels; and (b) the procedural, budget and institutional arrangements and actions needed to implement these measures, including any schedules to such plan, and as such plan may be amended from time to time, with the prior written approval of the Bank.

- 14. "Incremental Operating Costs" means incremental operating costs incurred by the Project Implementing Entity for purposes of Project management, implementation, monitoring and evaluation, on account of office supplies and consumables, utilities, bank charges, taxes payable on a discrete basis (such as those payable through stamped paper), communications, mass media and printing services, vehicle rental, operation, maintenance and insurance, office space rental, building and equipment maintenance, domestic and international travel, lodging, and subsistence allowances, and salaries and salary supplements of contractual and temporary staff (those incremental to the Project Implementing Entity and working exclusively on the Project), but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of members of the Project Implementing Entity's civil service.
- 15. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 16. "Project Agreement" means the agreement between the Bank and the Project Implementing Entity relating to the implementation of the Project, as such agreement may be amended from time to time. "Project Agreement" includes the Standard Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.
- 17. "Project Implementing Entity" means the Province of Khyber Pakhtunkhwa, Recipient's administrative subdivision of such name, established pursuant to the Recipient's Constitution of 1973.
- 18. "Project Implementation Unit" means each of the units referred to in Section I.A(1)(c) of the Schedule to the Project Agreement, or any successor thereto which the Bank has confirmed in writing is acceptable for the implementation of the Project; and "Project Implementation Units" means, collectively, all such Project Implementation Units.
- 19. "Project Management Unit" means a unit within the Project Implementing Entity referred to in Section I.A(1)(b) of the Schedule to the Project Agreement, or any successor thereto which the Bank has confirmed in writing is acceptable for the implementation of the Project.

- 20. "Project Operations Manual" means the Project operations manual, dated March 17, 2020, referred to in Section I.D(1) of the Schedule to the Project Agreement, as the same may be amended from time to time in agreement with the Bank, and such term includes any schedules to the Project Operations Manual.
- 21. "Project Steering Committee" means the committee referred to in Section I.A(1)(a) of the Schedule to the Project Agreement, or any successor thereto which the Bank has confirmed in writing is acceptable for the implementation of the Project.
- 22. "Resettlement Action Plan" or "RAP" means the plan to be adopted by the Project Implementing Entity, satisfactory to the Bank, and to be disclosed on the Bank's website, which includes the principles, guidelines, procedures, organizational arrangements and budget to implement the resettlement related activities under the Project, or under Parts of the Project, as said resettlement action plan may be revised from time to time with the prior written agreement of the Bank; and "RAPs" means, collectively, all such RAP.
- 23. "Resettlement Policy Framework" or "RPF" means the framework prepared and adopted by the Project Implementing Entity as part of the ESMF, satisfactory to the Bank, which sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project and Subproject, as such framework may be amended from time to time with the prior written agreement of the Bank.
- 24. "Safeguard Instruments" means collectively, the ESMF, ESMP, RPF, and RAPs; and "Safeguard Instrument" means any of such Safeguards Instruments.
- 25. "Safeguard Policies" means, the Operational Policies (Ops) and Bank Procedures (BPs) of the Bank, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.04 (Natural Habitats), OP/BP 4.09 (Pest Management), OP/BP 4.10 (Indigenous Peoples), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12 (Involuntary Resettlement), OP/BP 4.36 (Forests), and OP/BP 4.37 (Safety of Dams); they can be found at https://policies.worldbank.org.
- 26. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
- 27. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.
- 28. "Sub-grant" means each sub-grant to be financed out of the proceeds of the Grant, under Part 3 of the Project, in accordance with the respective Sub-grant Agreement, and "Sub-grants" means, collectively, all such Sub-grants.

- 29. "Sub-grant Agreement" means each agreement to be entered into between the Project Implementing Entity and a Community Development Council for the purposes of implementing a Subproject on the terms and conditions set forth in this Agreement, the Project Agreement, and the Project Operations Manual, and "Subgrant Agreements" means, collectively, all such Sub-grant Agreements.
- 30. "Subproject" means a set of activities under Part 3 of this Project to be identified under the community development plan, to be financed by the Project Implementing Entity and carried out by a Community Development Council in accordance with the terms and conditions set forth in this Agreement, the Project Agreement, the Project Operations Manual, and the relevant Sub-grant Agreement, and "Subprojects" means, collectively, all such Subprojects.
- 31. "Training" means the reasonable costs incurred by the Project Implementing Entity for training under the Project and directly attributable to seminars, workshops and study tours, along with travel and subsistence allowances for training participants, course fees, services of trainers, rental of training facilities, preparation, acquisition, distribution and reproduction of training materials, and other activities directly related to course preparation and implementation.