
Grant No. TF0B6525

Co-financing Grant Agreement

(Enhancing Systematic Land Registration Project)

between

LAO PEOPLE'S DEMOCRATIC REPUBLIC

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator for a trust fund from the Swiss Agency for Development and
Cooperation

Co-financing Grant Agreement

AGREEMENT dated as of the Signature Date between LAO PEOPLE'S DEMOCRATIC REPUBLIC ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as administrator of a trust fund from the Swiss Agency for Development and Cooperation;

WHEREAS under an agreement, to be entered into between the Recipient and the International Development Association ("Association") ("Financing Agreement"), the Association intends to provide the Recipient with a credit ("Credit") in an amount equivalent to seventeen million four hundred thousand Special Drawing Rights (SDR 17,400,000) to assist in financing the Project;

WHEREAS the Bank has agreed, on the basis, *inter alia*, of the foregoing to extend additional assistance to the Recipient upon the terms and conditions set forth in this Agreement; and

NOW THEREFORE, 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 carry out the Project, through MONRE, in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

Article III The Grant

- 3.01. The Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an initial amount not to exceed one million six hundred ninety nine thousand nine hundred twenty Dollars (\$1,699,920) ("Initial Amount") plus any subsequent amount or amounts as the Bank shall specify by notice to the Recipient and which shall not exceed an aggregate amount of six million three hundred seventy five thousand Dollars

(\$6,375,000), if and when such subsequent amounts are made available to the Bank by the donor to assist in financing of Parts 1 through 4 of the Project. The sum of the Initial Amount plus said subsequent amounts, if any, shall henceforth constitute the grant ("Grant"). The Recipient hereby confirms its understanding and agreement that the amount of the Grant extended under this Agreement shall be limited: (a) at all times to the funds available to the Bank from the donor; and (b) to the Initial Amount, unless and until the Bank has, at a later date, sent notice to the Recipient specifying any subsequent amount or amounts to be added to the Initial Amount.

- 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 fund for which the Bank receives periodic contributions from the donor 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 donor under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
- 4.02. As part of the evidence to be furnished pursuant to Section 5.01(a), there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank, showing on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 4.03. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled; and

- (b) The Recipient through MONRE has adopted the Project Operations Manual acceptable to the Bank for Project implementation.
- 4.04. 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 ("Effectiveness Date"). If, before the Effectiveness Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Financing Account of 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.
- 4.05. 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 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 V
Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Finance.
- 5.02. For purposes of Section 7.01 of the Standard Conditions:
- (a) the Recipient's address is:
- Ministry of Finance
23rd Singha Road
Saysettha District
Vientiane
Lao PDR; and
- (b) the Recipient's Electronic Address is:
- Facsimile: 856-21-412142
E-mail: soulivath@gmail.com

5.03. For purposes of Section 7.01 of the Standard Conditions:

(a) the World Bank's address is:

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

(b) the World Bank's Electronic Address is:

Telex:	Facsimile:	E-mail
1-202-477-6391	laopdr@worldbank.org	248423 (MCI)

AGREED as of the Signature Date.

LAO PEOPLE'S DEMOCRATIC REPUBLIC

By



Authorized Representative

Name: Bounleua SINXAYVORAVONG

Title: Deputy Minister of Finance

Date: 21 OCT 2021

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator for a trust fund from the Swiss
Agency for Development and Cooperation

By



Authorized Representative

Name: Alexander Kremer

Title: Country Manager

Date: 21 OCT 2021

SCHEDULE 1

Project Description

The provisions of Schedule 1 to the Financing Agreement are incorporated herein by reference and apply to the Project, *mutatis mutandis*.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

The provisions of Section I in Schedule 2 to the Financing Agreement are incorporated herein by reference and apply to the Project, *mutatis mutandis*, with the following modifications:

The term "Association" wherever used in Section I of Schedule 2 to the Financing Agreement means the "Bank" as defined in this Agreement.

Section II. Project Monitoring, Reporting and Evaluation

The provisions of Section II in Schedule 2 to the Financing Agreement are incorporated herein by reference and apply to the Project, *mutatis mutandis*.

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) the Disbursement and Financial Information Letter; (b) Article III of the Standard Conditions; and (c) 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	Amount of the Grant Allocated (expressed in Dollars)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Consulting services under Part 4 of the Project (excluding costs for audits, short term consultants, and mid-term and final reviews)	527,950	100%
(2) Consulting services under Parts 1-3 and Part 4 (only costs for audits, short term consultants, and mid-term and final reviews under Part 4), Training and Workshops, Operating Costs, and goods (except for vehicles, motorbikes, CORS, and UAVs, office equipment, furniture, and filing cabinets)	1,171,970	19%
TOTAL AMOUNT	1,699,920	

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 September 30, 2026.

APPENDIX

Definitions

The definitions set out in the Appendix to the Financing Agreement are incorporated herein by reference and apply to the Project, *mutatis mutandis*, with the following modification:

The following definition for the Standard Conditions hereby replaces the definition for the General Conditions:

“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.