
CREDIT NUMBER 7081-KG
GRANT NUMBER E009-KG

Financing Agreement

(Climate Resilient Water Services Project)

between

KYRGYZ REPUBLIC

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7081-KG
GRANT NUMBER E009-KG

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between KYRGYZ REPUBLIC (“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 grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
 - (a) an amount equivalent to thirty five million nine hundred thousand Special Drawing Rights (SDR 35,900,000) (“Grant”); and
 - (b) an amount equivalent to thirty five million nine hundred thousand Special Drawing Rights (SDR 35,900,000) (“Credit”).
- 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 The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.

- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall cause: (a) Parts 1.1 and 2.1 of the Project to be carried out by Gosstroy through the DDWSWD, (b) Parts 1.2, 2.2, 2.3 and 2.4 of the Project to be carried out by MoA through WRS, and (c) Parts 3 and 4 of the Project to be carried out by Gosstroy through DDWSWD and MoA through WRS, accordingly, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) the WRS legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the WRS to perform any of its obligations under this Agreement; or
 - (b) the DDWSWD's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of DDWSWD to perform any of its obligations under this Agreement.
- 4.02. The Additional Event of Acceleration consist of the following: any event specified in paragraphs (a) and (b) of Section 4.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:

- (a) the Project Operations Manual has been prepared and adopted by the Project Implementing Entities satisfactory to the Association;
 - (b) the Subsidiary Agreement has been executed on behalf of the Recipient and WRS;
 - (c) the Subsidiary Agreement has been executed on behalf of the Recipient and DDWSWD; and
 - (d) the draft ESMF, RF and final LMP have been finalized, consulted upon with the Association, adopted and redisclosed.
- 5.02. The Effectiveness Deadline is the date hundred and twenty (120) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its Minister of Finance.
- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministry of Finance
58 Erkindik Blvd.
Bishkek City, 720040
Kyrgyz Republic; and

- (b) the Recipient's Electronic Address is:

Telex:	Facsimile:
245-156 NUR KH	(996-312) 661645

- 6.03. 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:
248423 (MCI)

Facsimile:
1-202-477-6391

AGREED as of the Signature Date.

KYRGYZ REPUBLIC

By



Authorized Representative

Name: H. E. Mr. Almaz Baketaev

Title: Minister of Finance

Date: 4-19-2022

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Tatiana Proskuryakova

Title: Regional Director for Central
Asia

Date: 4-19-2022

SCHEDULE 1

Project Description

The objectives of the Project are to (i) increase access to climate-resilient water services in selected river basins, and (ii) strengthen institutional capacities for climate-resilient water management at the local and national levels.

The Project consists of the following parts:

1. Infrastructure Investments and Service Improvements

1.1. *Water supply and sanitation infrastructure*: improving access to drinking water supply and sanitation services and enhancing wastewater treatment capacity, including, *inter alia*, through: (a) rehabilitation, modernization and/or construction of water supply and wastewater systems and facilities in the selected settlements (including individual households) and social institutions; (b) technical assistance for preparation of the engineering studies and designs, as well as construction supervision for the above activities; and (c) provision of equipment for drinking water quality and water pipes testing.

1.2. *Irrigation and drainage services improvement*: improving selected irrigation and drainage schemes, including, *inter alia*, through: (a) rehabilitation and modernization of the relevant infrastructure and canals; (b) promoting climate-smart agricultural practices and resource utilization among the farmers; and (c) technical assistance for preparation of the engineering studies and designs, as well as construction supervision for the above activities.

2. Institutional Strengthening for Climate Resilient Service Delivery, Water Resources Management and Dam Management

2.1. *Institutional strengthening for water supply and sanitation service delivery*: strengthening policy and regulatory frameworks and institutional capacity, including, *inter alia*, through: (a) development and/or support of a monitoring and benchmarking system for tracking and analyzing performance of water service providers; (b) development and institutionalization of pro-poor tariff setting procedures; (c) development of plans, programs and other documents, as might be necessary, in the fields of water supply and sanitation, fecal sludge management, as well as energy efficiency of selected utilities; (d) carrying out communications, citizen engagement and public awareness tools to improve social and gender inclusion and effectiveness of reform actions; (e) Training, knowledge exchange and support to DDWSWD for improved sector coordination including support for preparation of the relevant sector reports; (f) preparation of a pilot performance based contract for a selected urban utility; and (g) Training and other

capacity building for water utility financial management, accounting and reporting.

2.2. *Institutional strengthening for irrigation water services delivery:* including, *inter alia*, through: (a) provision of equipment, software and services for expansion of the Digital Water Information System; and (b) Training and capacity building for water users associations.

2.3. *Water and soil quality monitoring system:* strengthening the country's soil and surface water quality monitoring system, including, *inter alia*, through: (a) improvement and/or establishment of biochemical laboratories, repair works, provision of equipment, software and support in their accreditation; (b) upgrade of IT systems at the selected environmental monitoring entities; and (c) Training and capacity building for the selected environmental monitoring entities.

2.4. *Dam management:* strengthening dam management, including, *inter alia*, through: (a) establishment of a dam management unit within WRS; (b) development of guidelines for the elaboration of dam management plans and development of dam management plans for selected dams; and (c) development of a dam information module within the Digital Water Information System, including introduction of remote monitoring tools such as, e.g., drone applications and remote sensing.

3. Project Management, Monitoring and Evaluation and Professional Development

Providing support for:

(a) Project management activities, including: (i) coordination and supervision of Project implementation, monitoring and evaluation, Project audits; (ii) Incremental Operating Costs; and (iii) beneficiary satisfaction surveys and grievance redress mechanism; and

(b) Professional development activities, including: (i) capacity building, Training, and review and update of HR policies at WRS, DDWSWD and other relevant entities; (ii) development of a gender action plan for the water sector; and (iii) development of feasibility studies and environmental and social impact assessments for future investments in irrigation and water supply and sanitation.

4. Contingent Emergency Response Component (CERC)

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Gosstroy shall maintain DDWSWD during the entire period of the Project implementation, with the structure, functions, and resources all satisfactory to the Association and adequate for successful implementation of the Project; and shall designate DDWSWD to be responsible for day-to-day implementation of activities under the DDWSWD Parts of the Project.
2. MoA shall maintain WRS during the entire period of the Project implementation, with the structure, functions, and resources all satisfactory to the Association and adequate for successful implementation of the Project and shall designate WRS to be responsible for day-to-day implementation of activities under the WRS Parts of the Project.
3. DDWSWD shall maintain DDWSWD PIU and WRS shall maintain WRS PIU during the entire period of the Project implementation, both with the structure, functions, terms of reference, and resources all satisfactory to the Association and adequate for successful implementation of the Project.
4. The Recipient shall cause the Project Implementing Entities to adopt the Project Operations Manual, in a manner satisfactory to the Association, and shall ensure that the Project is carried out in accordance with the POM, setting forth rules, methods, guidelines, and procedures for the carrying out of the Project.
5. To facilitate the carrying out of Part 2.3 of the Project, the Recipient shall cause the MNRETS to support WRS in the implementation of Part 2.3 of the Project, all with functions, responsibilities, and adequate staff, as further described in the POM.
6. The Recipient shall maintain, during the entire period of the Project implementation, the Project Advisory Committee with the structure, functions and composition satisfactory to the Association with the purpose of providing strategic guidance, oversight and coordination of the Project, as further may be specified in the POM.
7. The WRS and DDWSWD shall each cause the WRS PIU and DDWSWD PIU, respectively, to hire not later than thirty (30) days from the Effective Date: one environmental specialist and one social specialist, all specialists with the qualifications and terms of reference acceptable to the Association.

B. Subsidiary Agreements.

1. (a) To facilitate the carrying out of WRS's Parts of the Project, the Recipient shall make part of the proceeds of the Financing available to the WRS under a subsidiary agreement between the Recipient and the WRS ("WRS Subsidiary Agreement"); and
- (b) To facilitate the carrying out of DDWSWD's Parts of the Project, the Recipient shall make part of the proceeds of the Financing available to DDWSWD under a subsidiary agreement between the Recipient and DDWSWD ("DDWSWD Subsidiary Agreement").

Both Subsidiary Agreements shall be under the terms and conditions approved by the Association, which, among other, shall include the terms on transfer of the Financing to the Project Implementing Entities, and the obligation of the Project Implementing Entities to implement Project activities in accordance with the provisions of this Agreement, the environmental and social instruments applicable to the Project, the Anti-Corruption Guidelines, and the Procurement Regulations.

2. The Recipient shall exercise its rights under the Subsidiary Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
3. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of their provisions.

C. Annual Work Plan

1. The Recipient shall cause the Project Implementing Entities to prepare and furnish to the Association not later than December 31 in each calendar year, for the Association's consideration, a draft work plan of activities proposed for inclusion in the Project for the following calendar year, containing: (a) a detailed timetable for the sequencing and implementation of proposed Project activities; (b) the types of expenditures required for such activities and a proposed financing plan (including the necessary funds and resources to be provided by the Recipient for such expenditures); and (c) any training activities that may be required under the Project.
2. The Recipient shall cause the Project Implementing Entities to afford the Association a reasonable opportunity to review each such proposed plan and budget, and thereafter shall ensure that the Project is implemented with due diligence and efficiency in accordance with such work plan as shall have been approved by the Association ("Annual Work Plan").

D. Environmental and Social Standards.

1. The Recipient shall, and shall cause the Project Implementing Entities 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, and shall cause the Project Implementing Entities to, 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, and shall cause the Project Implementing Entities 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, and shall cause the Project Implementing Entities 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, and shall cause the Project Implementing Entities 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, and shall cause the Project Implementing Entities to, 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.

E. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Component”), the Recipient shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted by the Ministry of Finance in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Component; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements and instruments applicable to the Contingent Emergency Response Component consistent with the provisions of Section I.C above; and (vii) a template Emergency Action Plan;

- (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Contingent Emergency Response Component is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Component, with adequate staff and resources satisfactory to Association.
3. The Recipient shall ensure that and shall undertake no activities under the Contingent Emergency Response Component unless and until the following conditions have been met in respect of said activities:
- (a) the environmental and social instruments required for the Contingent Emergency Response Component are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Component is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Component shall be undertaken only after an Eligible Crisis or Emergency has occurred.
5. Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for activities included in the Contingent Emergency Response Component shall be procured in accordance with the procurement methods and procedures set forth in the CERC Manual.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one 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 SDR)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs for Part 1 of the Project	35,900,000	28,700,000	100%
(2) Goods, works, non-consulting services, and consulting services, Training and Operating Costs for Parts 2 and 3 of the Project	0	7,200,000	100%
(3) Emergency Expenditures under Part 4 of the Project	0	0	100%
TOTAL AMOUNT	35,900,000	35,900,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category (3), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a

request to withdraw Financing amounts under Category 3; and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

- (ii) the Recipient, through the Ministry of Finance, has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.

2. The Closing Date is December 31, 2028.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15, commencing August 15, 2028 to and including February 15, 2060	1.5625%

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

APPENDIX

Definitions

1. “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.
2. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “CERC Manual” means the manual referred to in Section F of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association.
4. “Contingent Emergency Response Component” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
5. “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.
6. “Emergency Action Plan” means the plan referred to in Section F of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
7. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section F of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
8. “Digital Water Information System” means a distributed database application with data and maps linked together through the network system at WRS and WRS website.
9. “DDWSWD” means the Department of Drinking Water Supply and Wastewater Disposal of the State Agency of Architecture, Construction and Communal Services, established pursuant to the DDWSWD Legislation, or any legal successor thereto acceptable for the Association.
10. “DDWSWD Legislation” means the (i) Decree of the Cabinet of Ministers of Kyrgyz Republic No. 44 date June 25, 2021 on the State Agency of Architecture,

Construction and Communal Services under the Cabinet of Ministers of Kyrgyz Republic; and (ii) by-laws of the DDWSWD, as to be approved by the Cabinet of Ministers of the Kyrgyz Republic.

11. “DDWSWD Parts of the Project” means Parts of the Project listed in Section 3.01(a) of this Agreement, as well as Section 3.01(c) of this Agreement, as might be applicable.
12. “DDWSWD PIU” means the project implementing unit under the DDWSWD, referred to in Section I.A.3 of Schedule 2 to this Agreement.
13. “DDWSWD Subsidiary Agreement” means the subsidiary agreement referred to in Section I.B.1 of Schedule 2 to this Agreement.
14. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 15, 2022, 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.
15. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s environmental and social management framework for the Project referred to in Article 5.01(d) of this Agreement, to be adopted, maintained, and implemented throughout Project implementation, as set out in the ESCP and this Agreement, and in accordance with the Environmental and Social Standards.
16. “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”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

17. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
18. “Gosstroy” means the State Agency of Architecture, Construction and Communal Services under the Cabinet of Ministers of Kyrgyz Republic, or any legal successor thereto, acceptable to the Association.
19. “LMP” means the labor management procedures referred to in Section 5.01(d) of this Agreement and further specified in the ESCP.
20. “Ministry of Finance” means the Recipient’s Ministry of Finance, or any legal successor thereto acceptable to the Association.
21. “MNRETS” means the Ministry of Natural Resources, Ecology and Technical Supervision of the Kyrgyz Republic, or any successor thereto acceptable to the Association.
22. “MoA” means the Ministry of Agriculture of the Kyrgyz Republic, or any legal successor thereto acceptable to the Association.
23. “Operating Costs” means the incremental operating expenditures incurred by the Project Implementing Entities, all on account of the Project implementation, management, monitoring and evaluation, including salaries of contractual staff (but excluding consultants’ services and salaries of officials of the Recipient’s civil service) and the associated Social Charges, office rent, office materials and supplies, utilities, communication costs, transport and vehicle maintenance costs, support for information systems, translation costs, bank charges and travel and per diem costs of Project Implementing Entities’ staff and other reasonable expenditures directly associated with implementation of the Project activities, all based on an annual budget acceptable to the Association.
24. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
25. “Project Advisory Committee” means the body referred to in Section I.A.5 of Schedule 2 to this Agreement, or any legal successor thereto acceptable to the Association.
26. “Project Implementing Entities” means WRS and DDWSWD.
27. “Project Operations Manual” or “POM” means the manual prepared by the Project Implementing Entities, satisfactory to the Association, and adopted pursuant to Section 5.01 (a) of this Agreement, and setting forth rules, methods, guidelines and procedures for the carrying out of the Project, including, *inter alia*: (a) detailed

description of the Project and institutional arrangements for its implementation; (b) monitoring, evaluation, reporting, and governance procedures for the Project; (c) disbursement, financial management, auditing and safeguards procedures for the Project; (d) procurement rules, procedures, and standard bidding documents for the Project; (e) the content of the Project anti-corruption plan; (f) modalities for documentation and information management; and (g) criteria for verification, in form and substance acceptable to the Association, as said manual may be amended from time to time with the agreement of the Association.

28. “RF” means the resettlement framework, referred to in Section 5.01(d) of this Agreement and further specified in the ESCP.
29. “SEP” means the stakeholder engagement plan, referred to in Section 5.01(d) of this Agreement and further specified in the ESCP.
30. “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.
31. “Social Charges” means any payments, *premia*, or contributions for health benefits, unemployment benefits, disability insurance, workers’ compensation benefits, retirement (pension or social security) benefits, and life insurance, which constitute payment for the drawdown of future benefits to the staff concerned.
32. “Subsidiary Agreements” means WRS Subsidiary Agreement and DDWSWD Subsidiary Agreement.
33. “Training” means expenditures (other than those for consulting services) incurred by the Project Implementing Entity in connection with study tours, training courses, seminars, workshops and other training activities, not included under goods or service providers’ contracts, including costs of training materials, space and equipment rental, travel, per diem costs for trainees and trainers and trainers’ fees (as applicable), all based on an annual budget satisfactory to the Association.
34. “WRS” means the Water Resource Agency under the Ministry of Agriculture of Kyrgyz Republic, established pursuant to WRS Legislation, or any legal successor thereto acceptable to the Association.
35. “WRS Legislation” means the Decree of the Cabinet of Ministers No. 116 dated August 6, 2021 On Subordinated Units and Organizations of the Ministry of Agriculture, Water and Regional Development of Kyrgyz Republic.
36. “WRS Parts of the Project” means Parts of the Project listed in Section 3.01(b) of the Agreement, as well as Section 3.01(c) of this Agreement, as might be applicable.

37. "WRS PIU" means the project implementing unit under the WRS, referred to in Section I.A.2 of Schedule 2 to this Agreement.
38. "WRS Subsidiary Agreement" means the subsidiary agreement referred to in Section I.B.1 of Schedule 2 to this Agreement.