

OFFICIAL DOCUMENTS

LOAN NUMBER 8824-UZ

Loan Agreement

(Additional Financing for the Horticulture Development Project)

between

REPUBLIC OF UZBEKISTAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

LOAN NUMBER 8824-UZ

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF UZBEKISTAN (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank 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, the Original Loan Agreement or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of five hundred million Dollars (\$500,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the Project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are March 15 and September 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project, through RRA, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following:
- (a) the Project Implementation Plan and the Credit Line Investment Guidelines have been amended, suspended, repealed or waived without the Bank's prior approval;
 - (b) the Bank has received evidence, that it considers credible, of the use of child or forced labor in connection with the Project activities; and
 - (c) the RRA's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect, materially and adversely, the ability of the RRA to perform any of its obligations under this Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the Project Implementation Plan has been adopted by the Borrower in form and substance satisfactory to the Bank.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its Minister of Finance.
- 6.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

Ministry of Finance
Mustakillik Square 5
Tashkent 100008
Republic of Uzbekistan; and

(b) the Borrower's Electronic Address is:

Telex:	Facsimile:
11 6360 IK BOL	(998-71) 239-1225
	(998-71) 244-5643

6.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank's address is:

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

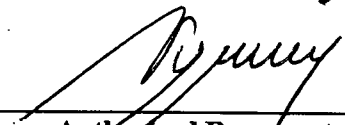
(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF UZBEKISTAN

By



Authorized Representative

Name: DJAMSHID KUCHKAROV

**Title: DEPUTY PRIME MINISTER
MINISTER OF FINANCE**

Date: MAY 17, 2018

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: CYRIL MULLER

**Title: REGIONAL VICE PRESIDENT
EUROPE AND CENTRAL ASIA**

Date: MAY 17, 2018

SCHEDULE 1

Project Description

The objective of the Project is to enhance the productivity and profitability of horticulture sector in the project area.

The Project consists of the following parts:

Part 1. Agricultural Support Services

1. *Institutional Support Services*

(a) Strengthening the capacity of Participating Research Institutes to conduct research and genetic material multiplication activities through, *inter alia*: (i) the improvement of their laboratory facilities; (ii) the provision of Training to their staff on the horticultural sector value chain development; (iii) the development of pest surveillance maps of horticulture crops; and (iv) the creation of a seed storage facility for the Research Institute for Vegetables, Melons and Potatoes;

(b) Strengthening the capacity of the Uzbek Agency for Standardization, Metrology and Certification for improving food production and handling practices through, *inter alia*: (i) the carrying out of comparative studies between existing domestic regulations and international standards on food safety; (ii) the development of manuals for quality management and packaging requirements; (iii) the provision of support for gathering and dissemination of information about national and international standards for food safety and quality in destination markets; and (iv) the improvement of the laboratory facilities.

2. *Market-led agricultural technology transfer*

Bridging the knowledge and experience gap in the horticulture sector related to new production techniques, storage methods, post-harvest handling, marketing and business management knowledge by:

(a) (i) Establishing a knowledge management and market information system aimed to collect, organize, analyze and disseminate data on the horticulture value chain development; and (ii) carrying out of market studies.

(b) Carrying out of open-field demonstration activities and Training for Beneficiaries on, *inter alia*, greenhouse vegetables and potatoes, fruits and berries production techniques, post-harvesting handling and storage methods.

(c) Developing the value chain through, *inter alia*: (i) the creation of partnerships between producers, processors and traders; (ii) the establishment of a

promotional association for fruits and vegetables; (iii) the provision of support to producer participation in national and international trade events; and (iv) the assessment of the Borrower's export and domestic marketing policies and the subsequent development of recommendations to improve said policies.

Part 2. Access to Credit

(a) Provision through selected PFIs of Investment and Working Capital Sub-Loans and Lease Financings to Beneficiaries.

(b) Provision of technical assistance and Training to: (i) PFIs to increase their capacity in managing a range of innovatively structured finance products that support, *inter alia*, the development of value chain financing products and tree-crop financing methodologies; and (ii) MCIs to increase their capacity to appraise agricultural loan mechanisms, as well as to strengthen their basic management knowledge.

Part 3. Project Management

Provision of goods, technical assistance and Training to RRA for the implementation of the Project (including the areas of financial management, procurement, disbursement, monitoring and evaluation) and financing of Incremental Operating Costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Borrower shall maintain the RRA until completion of the Project, with staff, resources and terms of reference satisfactory to the Bank and assign to it responsibility for overall Project management and coordination including: (a) preparation and submission to the Bank, by February 1 of each year, for its review and concurrence, of an annual work program for the Project for the following calendar year, including procurement and financing plans; (b) maintenance of Project financial records and accounts; (c) preparation of applications for withdrawal of the proceeds of the Loan; (d) preparation of bidding and contract documents and management of procurement procedures under the Project, including coordination of the recruitment of foreign and national consultants required for the Project implementation; (e) supervision of implementation of work programs under the Project; and (f) preparation and submission to the Bank of semi-annual reports on the progress of Project implementation.

2. Not later than one (1) month after the Effective Date, the Borrower, through RRA, shall recruit a social safeguard specialist and three (3) provincial level environmental specialists with terms of reference acceptable to the Association.

3. For the purposes of carrying out Part 2 of the Project, the Borrower, through RRA, shall:

- (a) implement Part 2 of the Project in accordance with the provisions in the Credit Line Investment Guidelines, which include:
 - (i) the eligibility criteria and selection procedures for PFIs;
 - (ii) the amount, terms and conditions of Subsidiary Loans, its implementation arrangements, the amount, terms and conditions of a Sub-financing;
 - (iii) the eligibility criteria and selection procedures for Beneficiaries, including, *inter alia*, Sub-financing approval procedures, collateral requirements under the respective Sub-financing Agreement, repayment periods for Sub-financing, the basis for determination of interest and other charges on Sub-financing, and procurement procedures to be followed by Beneficiaries and reporting requirements under respective Sub-financing Agreement;

(iv) safeguard obligations described in Section I.D of this Schedule and requirements for Project Beneficiaries and stakeholders to comply with the applicable laws and regulations on child and forced labor; and

(b) not assign, amend, abrogate or waive the Credit Line Investment Guidelines without obtaining the prior approval of the Bank.

4. The Borrower, through RRA, shall carry out the Project in accordance with the requirements and procedures set forth or referred to in the Project Implementation Plan and shall not amend, suspend, repeal or waive their provisions without the Bank's prior approval.

B. Subsidiary Loan Agreements

1. To facilitate the carrying out of Part 2 of the Project, the Borrower shall make a part of the proceeds of the Loan available under subsidiary agreements between the Borrower, RRA and each PFI under terms and conditions approved by the Bank, including those set forth in Section B.4 below ("Subsidiary Loan Agreements").

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

3. The Borrower shall, in close cooperation with the Bank, select PFIs for Part 2 of the Project in accordance with the eligibility criteria set forth in the Credit Line Investment Guidelines.

4. The PFIs shall carry out appraisal of Sub-projects and Beneficiaries based on criteria set forth in the Credit Line Investment Guidelines. Appraisal of Sub-projects shall include, *inter alia*: (i) environmental screening of the proposed activities and determining what type of environmental impact assessment has to be carried out by the Beneficiary; and (ii) screening of Sub-projects proposals and Beneficiaries to ensure compliance with applicable laws and regulations on child and forced labor.

5. The Borrower shall ensure that each Subsidiary Loan Agreement with PFIs for Sub-financings shall comply with, but not be limited to, the following terms and conditions:

(a) the amount of Subsidiary Loan to each PFI shall be made available in Dollars or Soum;

(b) the principal amount of the Subsidiary Loan shall be repaid by the respective PFI in Dollars or in Soum to the Borrower in semi-annual installments over twenty five (25) years, including a grace period of five (5) years;

- (c) interest shall be charged on the outstanding balances of the Subsidiary Loans at rates acceptable to the Bank;
- (d) each PFI shall carry out activities under Part 2 of the Project in accordance with the Anti-Corruption Guidelines;
- (e) each PFI shall be responsible for monitoring implementation of Sub-projects and ensuring compliance of Beneficiaries with any applicable laws and regulations on child and forced labor. In case of established non-compliance with laws and regulations on child and forced labor by a Beneficiary utilizing Sub-financing from a respective PFI, said Sub-financing shall be refunded to the RRA and such PFI shall be disqualified from providing Sub-financings under Part 2 of the Project, all in accordance with the relevant criteria and provisions established in the Credit Line Investment Guidelines.

C. Sub-financing

1. The Borrower shall ensure that PFIs make Sub-financing to Beneficiaries in accordance with terms and conditions, eligibility criteria and procedures set forth in the Credit Line Investment Guidelines.

2. Sub-financing shall not finance: (i) any non-eligible activities or expenditures listed in the Credit Line Investment Guidelines; (ii) any Sub-projects requiring land acquisition or resettlement or loss of assets or income; and (iii) any Sub-project relating to cotton production.

3. The Borrower shall ensure that PFIs make each Sub-financing under a Sub-financing Agreement with each Beneficiary on terms and conditions set forth in the Credit Line Investment Guidelines, which shall, *inter alia*, include the following:

- (a) the Investment and Working Capital Sub-loan and Lease Financing shall be made to each Beneficiary in Dollars or Soum;
- (b) interest shall be charged by a PFI on the principal amount of each Sub-financing withdrawn and outstanding from time to time, at the prevailing interest rate under the concerned Subsidiary Loan Agreement of said PFI as determined in accordance with Section B.5 (c) above plus a market-based spread determined by the PFI making such Sub-financing;
- (c) each Sub-financing shall be made by the PFI to the Beneficiary on terms and conditions, including those relating to the maturity, currency denomination, and other charges determined in accordance with the PFI's investment and lending policies and practices, and the provisions of the Credit Line Investment Guidelines;

- (d) selected Sub-project proposals for Investment and Working Capital Sub-loan or Lease Financings based on the relevant selection criteria set forth in the Credit Line Investment Guidelines shall be submitted by the PFI to the Bank for its prior review and approval, as further described in the Credit Line Investment Guidelines; and
- (e) each Sub-financing shall be made by the PFI to the Beneficiary on terms and conditions, including rights adequate to protect the interests of the Borrower and the Bank, namely, the right to:
 - (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-financing, or declare to be immediately due and payable all or any part of the amount of the Sub-financing then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-financing Agreement;
 - (ii) in case of established non-compliance by a Beneficiary with any applicable laws and regulations on child and forced labor, suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-financing and request a refund of disbursed amounts under the Sub-financing Agreement; and
 - (iii) require each Beneficiary to:
 - (A) carry out its Sub-project: (1) with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental, health and social standards and practices, satisfactory to the Bank; (2) comply with the requirements of applicable laws and regulations on child and forced labor; (3) in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower; and (4) in accordance with the Environmental Management Framework;
 - (B) provide, promptly as needed, the resources required for the purpose;
 - (C) procure the goods, works and services to be financed out of the Sub-financing in accordance with the provisions of this Agreement;
 - (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators

acceptable to the Bank, the progress of the Sub-project and the achievement of its objectives;

- (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (2) at the Bank's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank;
- (F) enable the Borrower and the Bank to inspect the Sub-project, its operation and any relevant records and documents; and
- (G) prepare and furnish to the Borrower and the Bank all such information as the Bank shall reasonably request relating to the foregoing.

D. Safeguards

Environmental Management Framework

1. The Borrower, through RRA, shall implement the Project pursuant to the ESMF in a manner satisfactory to the Bank and shall provide the Bank with a summary status of its implementation, including results from environmental monitoring, as part of Project Reports or when specifically requested by the Bank, and, to that end, if any activity under the Project would require the adoption of any site-specific ESMP, shall:
 - (a) (i) prepare such ESMP in accordance with the ESMF; and (ii) thereafter adopt such ESMP prior to implementation of the activity; and
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such ESMP.
2. The Borrower shall ensure that the Project is implemented in compliance with applicable laws and regulations on child and forced labor, including ensuring such compliance by the PFIs and Beneficiaries.
3. The Borrower, through RRA, shall ensure that the Project activities under the Project will not include any land acquisition, displacement of people, and construction of new or rehabilitation of existing dams.

TPM and Feedback Mechanism

4. The Borrower, through RRA, shall take all necessary actions, and ensure that necessary actions are taken, to enable the TPM Consultant to perform monitoring activities in accordance with the applicable terms of reference, including but not limited to allowing and facilitating for the TPM Consultant to visit sites where the Project is being carried out, collect relevant data and communicate with Project stakeholders and participants.

5. The Borrower shall: (a) review and discuss with the Bank monitoring reports prepared by the TPM Consultant; and (b) promptly take any actions, as may be requested by the Bank upon its review of said reports, with respect to compliance with the undertakings relating to child and/or forced labor as set forth in this Agreement and the Project Implementation Plan.

6. The Borrower: (a) shall and shall cause respective local authorities to fully collaborate with the TPM Consultant in developing an effective grievance redress mechanism in connection with the Project activities or within the Project Area, as set forth in the TPM Consultant's terms of reference; (b) shall review biannual reports of the TPM Consultant on grievances received, redress mechanism and any feedback provided; and (c) shall promptly implement or cause relevant local authorities to implement the recommendations provided in said reports.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Loan Proceeds

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 Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed (exclusive of Taxes other than Withheld Taxes)
(1) Goods, works, non-consulting services, consulting services and Training under Part 1.1 (b) of the Project	20,361,400	100%
(2) Non-consulting services, consulting services, Training and Incremental Operating Costs under Parts 2(b) and 3 of the Project	2,110,870	100%
(3) Investment and Working Capital Sub-loans and Lease Financings under Part 2(a) of the Project	476,277,730	100%
(4) Front-end Fee	1,250,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
TOTAL AMOUNT	<u>500,000,000</u>	

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 the Borrower has: (i) prepared and approved the Credit Line Investment Guidelines in a manner satisfactory to the Bank; and (ii) entered into the respective Subsidiary Loan Agreements with RRA and each PFI under terms and conditions approved by the Bank pursuant to Section I.B of this Schedule.
2. The Closing Date is June 30, 2023.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

Principal Payment Date	Installment Share
On each March 15 and September 15 Beginning March 15, 2023 through September 15, 2042	2.50 %

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. “Beneficiary” means any individual, private agriculture enterprise, *dehkan* farm, farmer, or farmers’ association, agro-firm, who is either engaged in or intends to engage with support of Investment and Working Capital Sub-loan or Lease Financing in any agribusiness activity in a rural area, including processing, marketing, distribution, trade, service and production activities, duly registered pursuant to the laws of the Borrower, to which a PFI, proposes to make or has made an Investment and Working Capital Sub-loan or a Lease Financing, and “Beneficiaries” means any group of said Beneficiary.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Credit Line Investment Guidelines” means the guidelines referred to in Section I.A.2 of Schedule 2 to the Original Loan Agreement and Section I.A.3 of Schedule 2 to this Agreement to be updated for the purposes of this Agreement.
5. “Environmental and Social Impact Assessment” or “ESIA” means the Borrower’s environmental and social impact assessment acceptable to the Bank, prepared or to be prepared during the Project implementation in accordance with the ESMF identifying and assessing the potential environmental and social impacts of a proposed Sub-project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures; the “Environmental and Social Impact Assessments” or “ESIAs” means the plural thereof.
6. “ESMP” means the Borrower’s site-specific environmental and social management plan, acceptable to the Bank prepared or to be prepared during the Project implementation in accordance with the ESMF and approved by the Bank, describing environmental mitigation, monitoring and institutional measures for any Sub-project under the Project; the “ESMPs” means the plural thereof.
7. “Environmental and Social Management Framework” or “ESMF” means the Borrower’s Environmental Management Framework, updated and disclosed by the Borrower on November 26, 2017 and disclosed by the Bank’s website on November 30, 2017, satisfactory to the Bank, describing the environmental mitigation, monitoring and institutional measures under the Project and referred to in Section I.D of Schedule 2 to this Agreement and outlining the procedures for: (a) screening

Sub-projects based on their expected impacts on the natural and social environment, assigning a project environmental category, and defining a need for environmental assessment as part of the procedure for preparing ESMP(s); (b) Environmental Guidelines including *inter alia*: (i) rules and procedures for Environmental and Social Impact Assessments (ESIAs); (ii) environmental impacts of the Project; (iii) generic mitigation measures to be undertaken; (iv) monitoring plan format including, *inter alia*, monitoring indicators, timing, methods; (v) institutional responsibilities in all phases of the Project's implementation; (vi) disclosure and consultation requirements; and (c) provisions for preparation of simple pest/pesticide management plans that outlines the procedures for ensuring the safe handling, storage and use of pesticides and promotion of integrated pest management as an alternative option for the use of pesticides.

8. "FBM" "Feedback Mechanism" means the system aimed to receive grievances on alleged child and forced labor occurrences that might be associated with the Project activities or within the Project Area, to be carried out by the TPM Consultant in accordance with the relevant terms of reference approved by the Bank.
9. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated July 14, 2017.
10. "Incremental Operating Costs" means the incremental expenses incurred by the RRA on account of Project implementation, management, monitoring and supervision, including office supplies, office equipment maintenance, communication, local travel, vehicles operation and maintenance, reasonable expenses for accident insurance of RRA staff and for third party liability insurance of RRA drivers, reasonable commercial bank charges, salaries of the support staff of RRA, (including the uniform social charges and the applicable income tax retained at the source but excluding salaries of civil servants of the Borrower), as such expenditures are set forth in the RRA semi-annual budget, satisfactory to the Bank and such other expenditures as may be agreed upon by the Bank
11. "Institute for Fruit Growing, Viticulture and Winemaking" or "MIRZAVEV" means the institute for growing, viticulture and winemaking, an academic institution established pursuant to the Resolution of President of the Republic of Uzbekistan No.2125 dated February 10, 2014, or any successor thereto.
12. "Investment and Working Capital Sub-loan" means a loan made or proposed to be made by a PFI out of the proceeds of the Loan for purposes of financing all or a portion of the expenditures incurred by a Beneficiary under a Sub-project.
13. "Lease Financing" means financing provided or to be provided by a PFI to a Beneficiary for purposes of financing the lease of (with the option to purchase) vehicles, equipment and/or machinery for purposes of carrying out a Sub-project,

involving the periodical payment to PFI of a lease payment consisting in part of an amortization component as set forth in the Credit Line Investment Guidelines.

14. "MCI" means micro-credit institution, and "MCIs" means the plural thereof.
15. "Participating Research Institutes" means, collectively, the Institute for Fruit Growing, Viticulture and Winemaking (MIRZAVEV); the Research Institute for Vegetables, Melons and Potatoes (RIVMP); and the Scientific Research Institute for Plant Protection (UzNIIZR); and any other research institute selected in accordance with the criteria set forth in the Project Implementation Plan and acceptable to the Bank.
16. "PFI" means a commercial bank or lease company of the Borrower, as the same are defined by the Borrower's applicable legislation, selected to participate in Part 2 of the Project pursuant to the eligibility criteria set forth in the Credit Line Investment Guidelines for the purposes of Part 2 of the Project.
17. "Research Institute for Vegetables, Melons and Potatoes" or "RIVMP" means the institute for vegetables, melons and potatoes, an academic institution established pursuant to the Resolution of President of the Republic of Uzbekistan No.2125 dated February 10, 2014, or any successor thereto.
18. "Original Loan" means the Loan No. 8393-UZ provided by the Bank to assist in the financing of the Original Project (as hereinafter defined).
19. "Original Loan Agreement" means the agreement for the financing of the Original Project (as hereinafter defined) between the Borrower and the Bank, dated April 8, 2015.
20. "Original Project" means the Project described in the Original Loan Agreement.
21. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017.
22. "Project Area" means the following Borrower's regions: Andijon; Bukhara; Jizzak; Ferghana; Kashkadarya; Karakalpakstan; Khorezm; Namangan; Navoiy; Samarkand; Sirdaya; Surhandarya; and Tashkent, and such other regions as may be agreed from time to time between the Borrower and the Bank.
23. "Project Implementation Plan" means the manual adopted by the Borrower pursuant to Section 5.01 of the Original Loan Agreement that has been updated and adopted by the Borrower pursuant to Section 5.01 (a) of this Agreement, setting forth, *inter alia*, the institutional, disbursement, procurement and financial

management arrangements for the implementation of the Project and updated for the purposes of this Project.

24. "RRA" means the Rural Restructuring Agency, an independent administrative body operating under the Borrower's Ministry of Agriculture and Water Resources, or any successor thereto.
25. "RRA Legislation" means the Decree of the Cabinet of Ministers of the Republic of Uzbekistan No. 356 dated August 19, 1998.
26. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
27. "Scientific Research Institute for Plant Protection" or "UzNIIZR" means the institute for plant protection, an academic institution established pursuant to the Resolution of the President of the Republic of Uzbekistan No.2640 dated October 24, 2016, or any successor thereto.
28. "Soum" means the lawful currency of the Borrower.
29. "Sub-financing Agreement" means an Investment and Working Capital Sub-loan agreement to be entered into between the PFI and the Beneficiary, as the case may be, for provision of an Investment and Working Capital Sub-loan or Lease Financing pursuant to the Credit Line Investment Guidelines.
30. "Sub-financing" means an Investment and Working Capital Sub-loan or Lease Financing, collectively.
31. "Sub-project" means any specific investment project or value-chain project for a productive agribusiness activity that meets criteria set forth in the Credit Line Investment Guidelines.
32. "Subsidiary Loan Agreement" means the agreement referred to in Section I.B.1 of Schedule 2 to this Agreement pursuant to which the Borrower shall make part of the proceeds of the Financing available to the PFI, as the same may be amended from time to time, and such term includes all schedules supplemental to the Subsidiary Loan Agreement.
33. "Subsidiary Loan" means any loan made by the Borrower to a PFI for the purposes of on lending to a Beneficiary pursuant to a Subsidiary Loan Agreement.
34. "TPM Consultant" means a firm or organization, with internationally recognized expertise in social audit and monitoring and evaluation of development projects,

to be engaged by the Bank for carrying out TPM and FBM in accordance with the relevant terms of reference approved by the Bank.

35. “TPM” or “Third Party Monitoring” means monitoring activity (including, *inter alia*: periodic site visits; assessments of local context and conditions; interviews, awareness raising, training and preparation of reports) to be carried out by a TPM Consultant with the purpose of detecting any occurrence of child and forced labor in connection with the Project activities or within the Project Area, and confirming compliance with applicable laws and regulations on child and forced labor, all in accordance with the relevant terms of reference approved by the Bank.
36. “Training” means reasonable expenditures (other than those for Goods and Consultants’ services), as approved by the Bank, incurred for the carrying out of training activities and study tours under the Project, including, *inter alia*, reasonable costs of travel and *per diem* of trainers and trainees, cost of workshops, rental of training facilities and equipment and training materials, all based on a semi-annual budget acceptable to the Bank.
37. “Uzbek Agency for Standardization, Metrology and Certification” means the agency for standardization, metrology and certification established pursuant to the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No.342 dated October 3, 2002, or any successor thereto.
38. “Withheld Taxes” means the following taxes withheld at source: taxes for social charges; income taxes for residents and non-residents; and custom registrations duties withheld at the source.