CREDIT NUMBER 6537 - MV GRANT NUMBER D554 - MV

Financing Agreement

(Urban Development and Resilience Project)

between

REPUBLIC OF MALDIVES

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6537-MV GRANT NUMBER D554-MV

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF MALDIVES ("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 six million Special Drawing Rights (SDR 6,000,000) ("Grant"); and
 - (b) an amount equivalent to six million Special Drawing Rights (SDR 6,000,000) ("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 The Service Charge for the Credit is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.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 objective of the Project. To this end, the Recipient shall carry out the Project through its Ministry of National Planning and Infrastructure (MNPI), with the assistance of MWSC and NDMA for Part 1 of the Project 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 Event of Suspension consists of the following, namely that MWSC's or NDMA's Legal Framework has/have been amended, suspended or abrogated, repealed or waived so as to affect materially and adversely the ability of MWSC and/or the NDMA to perform any of its/their obligations under the Project.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its Ministry of Finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

Minister of Finance

Ameenee Magu Male 20379 Republic of Maldives; and

(b) the Recipient's Electronic Address is:

Telex: Facsimile: E-mail:

+9603349390 +9603324432 <u>dmd@finance.gov.mv</u>

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: Facsimile:

248423 (MCI) 1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF MALDIVES

Ву	Ortholical.
	Authorized Representative
	Name: Ibrahim Ameer
	Title: Minister of Finance
	Date: 29-Apr-2020
INTERNATION By	NAL DEVELOPMENT ASSOCIATION Idab Z. Pswarayi-Riddibouzh
	Authorized Representative
	Name: Idah Z. Pswarayi-Riddihough
	Title: Country Director Maldives, Nepal and Sri Lanka
	Date: _28-Apr-2020

SCHEDULE 1

Project Description

The objective of the Project is to enhance resilient infrastructure and urban planning in select cities in Maldives and strengthen the Recipient's capacity to provide effective response to disasters.

The Project consists of the following parts:

Part 1: Resilient Infrastructure and Emergency Preparedness

- **1.1 Resilient Infrastructure:** (i) Finance feasibility studies, design, construction, management, and operations and maintenance of an STP in Hulhumalé Phase 1 and feasibility study of an STP in Malé and Hulhumalé Phase 2; (ii) Support a stormwater drainage masterplan, rainwater harvesting and the upgrading of the primary drainage network in select wards in Malé and Hulhumalé to be connected to underground storage tanks constructed under the Project.
- 1.2 Strengthening Emergency Response Systems: (i) Establish and operationalize an Emergency Operations Coordination Center (EOCC) within the NDMA; (ii) Support trainings for fire and rescue personnel in urban search and rescue operations and provide specialized small equipment that will assist fire and rescue personnel within Malé; (iii) Support targeted interventions within NDMA to address gender gaps such as developing gender equitable guidelines and prepare and implement a citizen participation plan.

Part 2: Sustainable Urban Planning, Development and Management

- 2.1 Analytical Studies on sustainable urban infrastructure and services: (i) Finance analytical and feasibility studies for urban infrastructure and services, including regional development and affordable housing; (ii) Support select Regional Centers' integrated Regional Urban Development Plans, provide overall assessment of the National Spatial Plan, and propose a strategic road map for affordable housing including interventions to address low female home ownership and (iii) support the development of a fire safety study.
- **2.2** Strengthening enforcement mechanism of building code and regulations. Finance the development of a building permit procedure and online building approval system, as well as a capacity enhancement program for officials in charge of building permit and code-compliance operations.

Part 3: Project Implementation, management and reporting

Finance Incremental Operating Costs, project implementation staff and consultants, monitoring and evaluation, communication and relevant trainings.

Part 4: Contingent Emergency Response Component

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

- 1. The Recipient shall vest the overall responsibility for Project implementation in its Ministry of National Planning and Infrastructure. The MNPI shall be responsible for the implementation of the technical details of the Project. To this end, the Recipient shall:
 - (a) Maintain, throughout the implementation of the Project, the Steering Committee, and with membership, functions and terms of reference satisfactory to the Association, as set forth in the Operations Manual. Without limitation on the foregoing, the said committee shall be chaired by the Minister from MNPI or its respective designate: (i) to support the PMU in providing strategic oversight and operational guidance for Project implementation and ensure sustainability of project investments and interventions; (ii) to facilitate inter-agency coordination to ensure adherence to the Project objectives; (iii) to resolve disputes, or conflicts related to the Project, if any; (iv) to approve any policy, regulatory and institutional recommendations from the Project; and (v) to facilitate timely approvals for Project-related matters pertaining to agencies included in the committee, where relevant.
 - (b) establish, by no later than one (1) month after the Effective Date, two (2) implementation cells pursuant to an MoU (i) one within the MWSC to oversee the activities under sub-component 1.1 of the Project and the (ii) second within the National Disaster Management Authority to oversee the activities under sub-component 1.2 of the Project.
 - (c) maintain throughout Project implementation, four (4) inter-agency technical committees constituted by the MNPI as further provided for in the Operations Manual to provide necessary guidance on issues related to: (i) STP; (ii) affordable housing; (iii) Regional Urban Development Plans; and (iv) rainwater harvesting, stormwater drainage masterplans and underground storage water tanks of Malé and Hulhumalé. The existing technical committee on building regulations constituted by the Recipient will provide technical guidance for the activities related to the building code.
 - (d) The Recipient shall carry out the day-to-day management of Project activities through its MNPI and, to this end, shall maintain at all times

during the period of implementation of the Project, a PMU within the said ministry, with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association. Without limitation on the foregoing, the said unit shall be headed by the Project Director and supported by a Project Manager, assistant project coordinator, a financial management specialist, a procurement specialist, contract management engineer, a monitoring and evaluation specialist, an environmental and social safeguards specialist and a communications specialist and shall be responsible for, inter alia: (i) preparing the Annual Work Plans and Budgets and Project reports for endorsement by the Steering Committee; (ii) carrying out the overall execution of the Project including the; aspects its coordination, management, procurement, financial management, communications and environmental and social safeguards management activities under the Project and related follow-up; (iv) carrying out the overall communications, monitoring and evaluation of the Project; and (v) reporting to the said Steering Committee and act as its technical advisor and liaising with the Association on any matters related to the progress of the Project and the use of the proceeds of the Financing.

- (e) Further to the provisions of the MoU to be entered into with HDC and MNDF respectively, establish, by no later than one (1) month after the Effective Date, two (2) focal points within HDC and MNDF's Fire and Rescue Service to work closely with the PMU and the implementation cells.
- (f) The Recipient shall, by not later than three (3) months from the Effective Date, establish suitable internal audit arrangements, acceptable to the Association.

B. Project Operations Manual

The Recipient shall:

- (a) carry out the Project in accordance with the Project Operations Manual; provided that, in the event of any inconsistency between the Project Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
- (b) not amend, revise or waive, nor allow to be amended, revised or waived, any provision of the Project Operations Manual, whether in whole or in part, without the prior written agreement of the Association.

C. Annual Work Plans and Budgets

- 1. During the implementation of the Project, the PMU shall prepare and furnish to the Project Steering Committee for approval and thereafter to the Association no March 31 of each vear for its no-objection. (or such later date as the Association may agree) for the Association's approval, a consolidated annual work plan and budget containing all eligible Project activities and expenditures proposed to be included in the Project for the Recipient's following fiscal year, including the activities and expenditures proposed to be financed from the Recipient's counterpart funding contribution, and the environmental and social safeguard measures taken or planned to be taken in accordance with the provisions of Section I.D of this Schedule.
- 2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets approved by the Association for the Recipient's respective fiscal year (provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the Association shall otherwise agree in writing, shall not make any change to the Annual Work Plans and Budgets.

D. Safeguards

1. The Recipient shall:

- (a) carry out the Project, and/or ensure that the Project is carried out, in accordance with the Safeguard Documents, in each case in a manner and in substance satisfactory to the Association; and
- (b) refrain from taking any action which would prevent or interfere with the implementation of the Safeguard Documents, including any amendment, suspension, waiver, and/or voidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Association.

2. The Recipient shall:

- (a) maintain, throughout the implementation of the Project, monitoring and evaluation protocols and record keeping procedures acceptable to the Association and adequate to enable the Association to supervise and assess, on an on-going basis, the implementation of/compliance with the Safeguards Documents, as well as the achievement of the objectives thereof; and
- (b) collect, compile and submit to the Association on a semi-annual basis and as part of the Project Reports, or on such other frequency as the

Association may reasonably request, consolidated reports on the status of compliance with/implementation of the Safeguard Documents, giving details of: (i) measures taken in furtherance of the said instruments; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of thereof; and (iii) remedial measures taken or required to be taken to address such conditions.

- (c) The Recipient, shall ensure that, prior to: (i) tendering for any bids for civil works, or (ii) requesting expression of interest for the provision of technical services under the Project: (a) an environmental and social screening/assessment shall have been carried out of said proposed, civil works, technical services, as the case may be pursuant to the provisions of the ESAMF; and (b) the respective follow-up actions have been taken and/or additional instruments, if needed, have been produced, approved, and disclosed in local language(s) at the relevant Project sites, in accordance with the ESAMF.
- 3. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors to: (a) comply with the relevant aspects of Safeguard Documents; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers' camps; (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
- 4. The Recipient shall, and shall cause MNPI to, maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, 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 Association.
- 5. In the event of any conflict between the provisions of any of the Safeguard Documents, on the one hand, and the provisions of this Agreement, on the other hand, the provisions of this Agreement shall prevail.

E. Contingent Emergency Response Mechanism

- 1. In order to ensure proper implementation of the Part 4 of the Project ("CER Component"), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, an operations manual (the "CER Operations Manual") which shall set forth

detail implementation arrangements for the CER Component, including: (i) designation of, terms of reference for and resource to be allocated to, the entity to be responsible for the coordination and implementation of the CER Component (the "Coordinating Authority"); (ii) specific activities which may be included in the CER Component, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CER Component; (iv) procurement methods and procedures for Emergency under the Expenditures to be financed CER Component; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguards instruments, including management frameworks, assessments and/or plans for the CER Component consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CER Component;

- (b) afford the Association a reasonable opportunity to review said proposed CER Operations Manual;
- (c) promptly adopt the CER Operations Manual for the CER Component as shall have been approved by the Association;
- (d) ensure that the CER Component is carried out in accordance with the CER Operations Manual, provided however that in the event of any inconsistency between any of the provisions of the CER Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail; and
- (e) not amend, suspend, abrogate, repeal or waive, whether in whole or in part, any provision of the CER Operations Manual without the prior approval by the Association.
- 2. The Recipient shall, throughout the period of implementation of the CER Component, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
- 3. The Recipient shall undertake no activities under the CER Component (and no activities shall be included in the CER Component) 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 and has furnished to the Association a request to include said activities in the CER Component in order to respond to said Eligible Crisis or Emergency,

- (b) the Association has agreed with the foregoing determination, accepted the Recipient's request and notified such concurrence to the Recipient in writing; and
- (c) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CER Operations Manual, the Association has approved all such instruments, and the Recipient has implemented all actions which are required to be taken under said instruments prior to the commencement of such activities.

F. Expenditures to be Exclusively Financed with Counterpart Funds

1. The Recipient shall ensure that the following expenditures are financed exclusively out of its own resources and not out of the proceeds of the Financing: (i) all the operations and maintenance (O&M) costs arising out of the Design-Build-Operate contract/s under the Project; and (ii) all land required for the purposes of the Project.

Section II. Project Monitoring, Reporting and Evaluation

- 1. The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.
- 2. Notwithstanding the provisions of paragraph 1 above, the Recipient shall
 - (a) carry out jointly with the Association, (i) by June 30, 2023 or such other date as may be agreed with the Association, a midterm review to assess the status of Project implementation, as measured against the performance indicators agreed with the Association. Such reviews shall include an assessment of the following: (A) overall progress in implementation; (B) results of monitoring and evaluation activities; (C) progress on procurement and disbursement; (D) progress on implementation of Safeguard Documents; (E) implementation arrangements; and (F) the need to make any adjustments to the Project to improve its performance.
 - (b) prepare and furnish to the Association, at least two (2) months before the foregoing reviews, a report, in scope and detail satisfactory to the Association, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph 1 above, on the progress achieved in the carrying out of the Project during the period preceding the date of such report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and

(c) review, jointly with the Association, the mid-term review report referred in sub-paragraph (a) above, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

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: (a) 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 and subject to Section I.F of the Schedule 2 to the Agreement above)
(1) Goods, works, non-consulting services, and consulting services, Training and Workshops and Incremental Operating Costs for the Project	5,350,000	6,000,000	100%
(2) Refund of Preparation Advance	650,000		Amount payable pursuant to Section 2.07 (a) of the General Conditions
(3) Emergency Expenditures for the CER Component	0	0	100%
TOTAL AMOUNT	6,000,000	6,000,000	

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, except that withdrawals upto an aggregate amount not to exceed SDR 1,200,000/-, may be made for payments made prior to this date but on or after March 1, 2020; for Eligible Expenditures from the amount of the Grant under Category (1); or
 - (b) under Category (3), unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met:
 - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include certain activities in the CER Component in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request, and notified the Recipient thereof;
 - (ii) the Recipient has prepared and disclosed all Safeguard Documents, acceptable to the Association, required for said activities, and has implemented any actions which are required to be taken under said instruments all in accordance with the provisions of Sections I.E.1 and I.E.3 of this Schedule 2;
 - (iii) the Recipient has provided sufficient evidence satisfactory to the Association, that the Coordinating Authority has adequate staff and resources, in accordance with the provision of Section I.E of this Schedule 2, for the purposes of said activities; and
 - (iv) the Recipient has adopted a CER Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CER Operations Manual remain or have been updated, in accordance with the provisions of Section I.E.1 of this Schedule 2, so as to be—appropriate for the inclusion and implementation of said activities under the respective CER Component.
- 2. The Closing Date is June 30, 2026.

Section IV. Other Undertakings

- A. Within six (6) months from the Effective Date, the Recipient through its MNPI undertakes to develop and deploy a comprehensive communications strategy designed to address all important issues identified that might affect Project implementation.
- B. Within three (3) months from the Effective Date, the Recipient shall have finalized for the purpose of the tender, the Design-Build-Operate procurement document.

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, 2030 to and including February 15, 2040	1%
Commencing August 15, 2040 to and including February 15, 2060	2%

^{*}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

Section I. <u>Definitions</u>

- 1. "Annual Work Plan and Budget" means each of the detailed annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.C of Schedule 2 to this Agreement.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "CER Component" means Part 4 of the Project, as described in Schedule 1 to this Agreement
- 5. "CER Operations Manual" means the immediate response mechanism operations manuals referred to in Section I.E.1 of Schedule 2 to this Agreement, acceptable to the Association, to be adopted by the Recipient for the implementation of the CER Component, in accordance with the provision of said Section.
- 6. "Coordinating Authority" means the entity or entities designated by the Recipient in the CER Operations Manual, and approved by the Association pursuant to Sections I.E.1(a)(i) and I.E.2 of Schedule 2 to this Agreement, to be responsible for coordinating their respective CER Component.
- 7. "ESAMF" means the environmental and social assessment management framework, prepared and adopted by the Recipient, satisfactory to the Association, dated December 9, 2019, disclosed in-country, and the Association's website on December 9, 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, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, 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 by the Recipient from time to time, with the prior written agreement of the Association.

- 8. "ESMP" means each of the environmental and social management plan prepared by the Recipient, satisfactory to the Association, 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; (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 by the Recipient from time to time, with the prior written approval of the Association.
- 9. "ESIA" means the document to be prepared and adopted by the Recipient satisfactory to the Association, and to be disclosed in-country, and the Association's website, setting out details of potential environmental and social risks and adverse impacts associated with any Project activities, together with an environmental and social management plan defining measures to manage such risks and impacts, procedural, budget and institutional arrangements and actions needed to implement these measures and including any schedules to such assessment, and as such assessment may be amended by the Recipient from time to time, with the prior written approval of the Association.
- 10. "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.
- 11. "Emergency Expenditures" means any of the eligible expenditures set forth in the CER Operations Manual, in accordance with the provision of Section I.E.1(a)(ii) of Schedule 2 to this Agreement, and required for the activities described in such manual to be financed under the said CER Component.
- 12. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018.
- 13. "HDC" means the Recipient's Housing Development Corporation constituted under HDC Registration Number: C-793/2008 (24th March 2009) registered under presidential decree no. 08/2009 dated 11th March 2009, and any successor thereto.
- 14. "Incremental Operating Costs" means the reasonable costs incurred by the Recipient, for purposes of the management and supervision of the Project including costs of office utilities and supplies, communication, printing services, bank charges, advertising expenses, vehicle rental, operation and maintenance of vehicles, office equipment and facilities, travel, lodging and per diem expenses, and salaries and allowances of contractual staff (other than consultants) for the

- Project; but excluding salaries and allowances of the Recipient's civil servants or other regular government staff.
- 15. "MoU" means the memorandum(s) of understanding to be entered into between (i) MNPI and MWSC and NDMA respectively and (ii) MNPI and HDC and MNDF (Fire and Rescue Service) respectively, governing the shared implementation responsibilities under the Project.
- 16. "MWSC" means the Recipient's Male Water and Sewerage Company constituted under MWSC Registration Number: C-67/95 (01st April 1995) registered under the act no. 25/82; and or any successor as agreed to by the Association.
- 17. "MWSC's Legal Framework" means the constitutional documents of MWSC, as amended to the date of this Agreement.
- 18. "MNDF" means the Recipient's Maldives National Defence Force having oversight over the Fire and Rescue Service of the Recipient.
- 19. "MNPI" means the Recipient's Ministry of National Planning and Infrastructure, or any successor thereto.
- 20. "NDMA" means the National Disaster Management Authority constituted under the Recipient's Disaster Management Act, 2015, formerly the National Disaster Management Centre ("NDMC"); and or any successor as agreed to by the Association.
- 21. "NDMA's Legal Framework" means the Recipient's Disaster Management Act, 2015.
- 22. "NEOP" means the National Emergency Operations Plan dated March, 2018 prepared by the NDMC and adopted by the Recipient's Ministry of Defence.
- 23. "Project Operations Manual" means the Recipient's Project operations manual, dated December 31, 2019, as the same may be revised from time to time with the prior written approval of the Association, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement; (d) environmental and social safeguards management; (e) monitoring and evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
- 24. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement dated October 16, 2019.

- 25. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 26. "Project Management Unit" and the acronym "PMU" shall mean the unit established within MNPI, pursuant to Policy Decision No. 13-N1/471/2019/490 of 25th December 2019 and referred to in Section I.A.1 of Schedule 2 to this Agreement.
- 27. "Regional Centers" shall mean such centers identified by the Recipient in the National Spatial Plan.
- 28. "Regional Urban Development Plans" means the plan(s) prepared or to be prepared for Addu, Thiladhunmathi, and Faadhippolhu under the Project or any other region as agreed between the Recipient and the Association.
- 29. "Safeguard Documents" means collectively, the ESAMF, ESIA, and/or ESMPs, prepared, and/or to be prepared, pursuant to the ESAMF, and "Safeguard Document" means any of such Safeguards Document.
- 30. "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.
- 31. "Steering Committee" means the committee established [pursuant to Policy Decision No. 471-PIDS1/13/2020/11 of 28th January, 2020, and referred to in Section I.A.1 of Schedule 2 to this Agreement.
- 32. "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.
- 33. "Training and Workshops" means the reasonable costs of trainings, seminars, workshops, conferences and study tours, conducted in the territory of the Recipient and/or overseas, including: (a) the fees of training institutions and courses; (b) domestic and international travel costs, lodging costs, and subsistence/per diem allowances for both trainers and trainees; (c) the rental of training facilities; and (d) preparation, purchase or reproduction of training materials; but excluding salaries and allowances of the Recipient's civil servants or other regular government staff.