



GRANT NUMBER D720

Financing Agreement

(Roads and Bridges in the Refugee Hosting Districts/ Koboko-Yumbe-Moyo Road Corridor Project)

between

REPUBLIC OF UGANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION



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GRANT NUMBER D720

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF UGANDA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. 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.
- 1.03. Notwithstanding any provision to the contrary in the General Conditions:
 - (a) The Uganda National Road Authority, as defined in the Appendix to this Agreement, shall be deemed to be a Project Implementing Entity for purposes of the General Conditions, regardless of whether or not it is a party to a Project Agreement; and
 - (b) all references in the General Conditions to obligations of a Project Implementing Entity under a Project Agreement shall be construed as references to obligations of the Project Implementing Entity arising under this Agreement or the relevant Subsidiary Agreement.

ARTICLE II — FINANCING

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- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to ninety-two million seven hundred thousand Special Drawing Rights (SDR 92,700,000) (“Financing”), to assist in financing the Project.
 - 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 Payment Dates are March 1 and September 1 in each year.
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- 2.05. 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 carry out the Project through Uganda National Roads Authority 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 Recipient Member Country no longer has an adequate refugee protection framework.
 - (b) The UNRA Act has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of Uganda National Roads Authority to perform any of its obligations under the Project.
- 4.02. The Additional Events of Acceleration consist of the following:
- (a) The event specified in paragraph (a) of 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 Association to the Recipient.
 - (b) The event specified in paragraph (b) of Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Association is satisfied that the Recipient has an adequate refugee protection framework.
 - (b) The Recipient has prepared and adopted the Project Implementation Manual, in form and substance satisfactory to the Association.
 - (c) The Subsidiary Agreement has been executed on behalf of the Recipient and Uganda National Road Authority.
- 5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and Uganda National Roads Authority, respectively, and is legally binding upon the Recipient and Uganda National Roads Authority, respectively, in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date one hundred and eighty (180) days after the Signature Date.

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- 5.04. 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 (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministry of Finance, Planning and Economic Development
Plot 2-12 Apollo Kaggwa Road
P.O. Box 8147
Kampala
Republic of Uganda; and

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

Telephone	Facsimile	Email
256-414-707000	256-414-230163	finance@finance.go.ug

- 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:

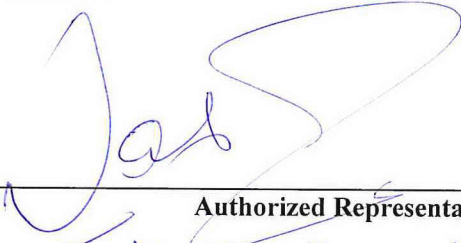
Telex: 248423 (MCI) Facsimile: 1-202-477-6391

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AGREED as of the Signature Date.

REPUBLIC OF UGANDA


By



Authorized Representative
Name: Matia Kasaija
Title: OFP & ED.
Date: 21st Oct 2020.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative
Name: ANTONY THOMPSON
Title: COUNTRY MANAGER
Date: 14th OCTOBER 2020.

SCHEDULE 1

Project Description

The objectives of the Project are to enhance: (a) road transport connectivity in select refugee hosting districts of Uganda; and (b) the capacity of Uganda National Roads Authority to manage environmental, social and road safety risks.

The Project consists of the following parts:

Part 1. Road Upgrading Works

- (a) Upgrading to bituminous paved road standard and widening of about 105 km of Koboko-Yumbe-Moyo road corridor.
- (b) Carrying out supervision of civil works under part 1(a) of the Project.
- (c) Carrying out environmental and social risks management (including implementation of action plans to address among others gender-based violence, sexual exploitation and abuse, violence against children and HIV/AIDS), monitoring and evaluation, third party integrated performance audits and road user satisfaction surveys.
- (d) Preparation of Project's environmental and social risk management documents as well as detailed engineering designs of civil works and carrying out land acquisition and resettlement and rehabilitation associated with upgrading works under Part 1(a) and maintenance of the road corridor for five years post-construction.

Part 2. Institutional Strengthening

- (a) Strengthening Uganda National Roads Authority capacity for managing social and environmental risks in particular in refugee hosting districts.
- (b) Reviewing and strengthening environmental, social, health and safety management system as well as supporting its piloting including annual system audits.
- (c) Acquiring and using *insitu* pollution monitoring equipment.
- (d) Analyzing mobility patterns of and mobility barriers for refugees and host population (disaggregated by gender) to inform mobility plans and the design of potential pilots for refugees to benefit from road upgrading.
- (e) Enhancing Uganda National Roads Authority capacity for promoting women's (refugees and in host communities) participation in cooperatives.

- (f) Strengthening skills in handling climate change and natural disasters risks in refugee hosting areas and improving contingency planning and the climate resilience of local communities (including through by enhancement of early warning systems and update of the road design manuals and specifications for civil works to account for climate change parameters).

Part 3. Road Safety

- (a) Development and operationalization of a Road Accident Database Management System.
- (b) Undertaking Training and awareness campaigns on road safety in the Project Area.

Part 4. Contingent Emergency Response

Providing preparedness and rapid response measures to address disaster, emergency and/or catastrophic events, in accordance with the applicable CERC Manual.

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SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall designate, at all time during the implementation of the Project, the Uganda National Roads Authority (“UNRA”) to be responsible for prompt and efficient oversight and management of the implementation of activities under the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable UNRA to perform said functions in collaboration with relevant Recipient’s ministries and agencies including Office of the Prime Minister, Ministry of Lands, Housing and Urban Development, Ministry of Works and Transport, Ministry of Local Government and Ministry of Gender, Labour and Social Development.
2. The Recipient shall maintain during the period of Project implementation the following entities with mandate/ terms of references, composition, and resources satisfactory to the Association:
 - (a) Project Steering Committee comprising executive director of Uganda National Roads Authority and representatives from Office of the Prime Minister; Ministry of Finance, Planning and Economic Development; Ministry of Works and Transport; Ministry of Gender, Labour and Social Development; Ministry of Local Government; Ministry of Lands, Housing and Urban Development, which shall be responsible for *inter alia* providing strategic guidance and oversight over the Project, enhancing Project coordination (including cross-sectoral and inter-ministerial coordination and resolving emerging issues), and monitoring the achievement of the Project objectives.
 - (b) Project Implementation Unit established within the Uganda National Roads Authority with terms of reference, resources and staffing (including a Project director, and technical staff responsible for among, others, procurement, financial management, contract monitoring, environmental and social risks management, road safety, institutional strengthening and monitoring and evaluation) and responsible overall Project implementation including provision of technical guidance as well as coordination with Recipient’s ministries and agencies.
3. Without limitation to the provision of paragraphs 1 and 2 of this Section I.A, the Recipient shall recruit and retain such consultants (including third party audit consultants and service providers) as may be needed to support the functions of the

entities referred to in these paragraphs, all with composition and terms of reference acceptable to the Association as further detailed in the Project Implementation Manual.

B. Subsidiary Agreement.

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to UNRA under a subsidiary agreement between the Recipient and UNRA ("Subsidiary Agreement"), under terms and conditions approved by the Association, which shall include the following:
 - (a) the principal amount of the Financing made available under the Subsidiary Agreement ("Subsidiary Financing") shall be denominated in Dollars;
 - (b) the Subsidiary Financing shall be made available on grant terms; and
 - (c) the Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to: (i) suspend or terminate the right of UNRA to use the proceeds of the Subsidiary Financing, or obtain a refund of all or any part of the amount of the Subsidiary Financing then withdrawn, upon UNRA's failure to perform any of its obligations under the Subsidiary Agreement; and (ii) require UNRA to: (A) carry out the Project with due diligence and efficiency and in accordance with sound technical, economic, fiduciary, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of credit proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works, non-consulting services and services to be financed out of the Subsidiary 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 Association, the progress of the Project and the achievement of its objective; (E) (I) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; and (II) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (F) enable the Recipient and the Association to inspect the Project, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the

Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

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

C. Project Implementation Manual and CERC Manual.

1. The Recipient shall:
 - (a) prepare, in accordance with terms of reference acceptable to the Association, a Project implementation manual containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (i) implementation arrangements including delineation of roles and responsibilities of various entities, institutions and agencies involved in Project implementation and their coordination; (ii) the procurement procedures and standard procurement documentation; (iii) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (iv) procedures for preparing and reviewing a consolidated annual work plan and budget for each Fiscal Year; (v) the Project performance indicators and monitoring and evaluation arrangements; (vi) arrangement and procedures for mitigating environment and social risks and impacts; (vii) grievance redress mechanism; (viii) information, education and communication of Project activities; and (ix) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project;
 - (b) (i) furnish to and exchange views with the Association on such manual promptly upon its preparation; and (ii) adopt such manual as shall have been approved by the Association (“Project Implementation Manual” or “PIM”); and (iii) thereafter implement the Project in accordance with the PIM.
 - (c) not amend, suspend, abrogate, repeal or waive any provisions of the Project Implementation Manual without the prior written agreement of the Association.
2. In the event of any conflict between the provisions of: (a) the Project Implementation Manual; and (b) those of this Agreement, the provisions of this Agreement shall prevail.

3. In order to ensure the proper implementation of Part 4 of the Project (“Contingent Emergency Response”), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the Contingent Emergency Response, including: (i) designation of, terms of reference for and resources to be allocated to the entity to be responsible for coordinating and implementing the Contingent Emergency Response (“Coordinating Agency”); (ii) specific activities which may be included in the Contingent Emergency Response, eligible expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the Contingent Emergency Response; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social risks management frameworks for the Contingent Emergency Response, consistent with the Association policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Contingent Emergency Response;
 - (b) afford the Association a reasonable opportunity to review said proposed operations manual;
 - (c) promptly adopt such operations manual for the Contingent Emergency Response as shall have been approved by the Association (“CERC Manual”);
 - (d) ensure that Part 4 of the Project is carried out in accordance with the CERC Manual; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Manual without prior approval by the Association.

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4. In the event of any conflict between the provisions of: (a) the CERC Manual; and (b) those of this Agreement, the latter shall prevail.

D. Annual Work Plans and Budgets.

1. The Recipient shall prepare and furnish to the Association not later than March 31 of each Fiscal Year during the implementation of the Project (starting in Fiscal Year 2020-2021), a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan (including the portion of Counterpart Funds to be provided) for expenditures required for such activities, setting forth the proposed amounts and sources of financing.

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2. Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (a) the type of Training; (b) the purpose of the Training; (c) the personnel to be trained; (d) the institution or individual who will conduct the Training; (e) the location and duration of the Training; and (f) the cost of the Training.
3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
4. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

E. Environmental and Social Standards.

1. The Recipient shall 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 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 ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and 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 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, including explosions, spills, and any workplace accidents that result in death, serious or multiple injury, pollution, or any violent labor unrest or dispute between UNRA and local communities, any case of sexual exploitation and abuse, sexual harassment and violence against minors in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall 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 ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, 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.

7. Resettlement activities under Part 1(d) of the Project.
 - (a) Without limitation upon the provisions of Section 5.03 of the General Conditions, the Recipient shall, in each Fiscal Year ("FY") commencing FY2020/2021: (i) through UNRA, establish and thereafter maintain at all material times during the implementation of the Project, a budget line item for costs of land acquisition and resettlement and rehabilitation (Resettlement Activities) under Part 1(d) of the Project; and (ii) through Ministry of Finance, Planning and Economic Development, allocate a portion of Counterpart Funds required for said Resettlement Activities

under said Part 1(d) of the Project as indicated in the respective Annual Work Plan and Budget.

- (b) The Recipient shall ensure that all amounts allocated to said budget line item shall be used exclusively to pay for costs of said Resettlement Activities.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one (1) 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 Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, Training, Operating Costs and consulting services for the Project (other than Part 1(d))	92,700,000	100%
(2) Emergency Expenditures under Part 4 of the Project	0	
TOTAL AMOUNT	92,700,000	

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.
 - (b) under Category (2) until: (i) the Recipient has declared a disaster, emergency or catastrophic event through the relevant national authority;

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(ii) the Association and the Recipient have agreed in writing to address such disaster, emergency or catastrophic event under Part 4 of the Project and in accordance with the provisions of this Agreement; and
(iii) Recipient has adopted an CERC Manual in accordance with the provisions of Section I.C.3 of Schedule 2 to this Agreement.

2. The Closing Date is December 31, 2025.

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APPENDIX

Section I. Definitions

1. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.D.3 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. “CERC Manual” means the manual to be prepared and adopted by the Recipient in accordance with the provisions of Section I.C.3(c) of the Schedule 2 to the Agreement, as the manual may be revised from time to time in accordance with the provisions of Section I.C.3 of the Schedule 2 to the Agreement.
5. “Counterpart Funds” means an amount equivalent to USD 20 million to be made available by the Recipient for purpose of co-financing parts of the Project including Part 1(d).
6. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Manual in accordance with the provisions of Section I.C.3(a)(ii) of the Schedule 2 to the Agreement and required for the activities included in Part 4 of the Project.
7. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 4, 2020, 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.
8. “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”;

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(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”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association at <https://projects.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards> .

9. “Environmental Health and Safety Guidelines” means the World Bank Group environmental, health and safety guidelines published on www.ifc.org/ehsguidelines, as said guidelines are updated from time to time.
10. “Fiscal Year” or “FY” means the Recipient’s twelve-month period starting July 1 and ending June 30 of the following year.
11. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
12. “Ministry of Finance, Planning and Economic Development” means the Recipient’s ministry responsible for finance or any successor thereto.
13. “Ministry of Gender, Labour and Social Development” means the Recipient’s ministry responsible for gender, labor and social development or any successor(s) thereto.
14. “Ministry of Lands, Housing and Urban Development” means the Recipient’s ministry responsible for lands and urban development or any successor(s) thereto.
15. “Ministry of Local Government” means the Recipient’s ministry responsible for coordination, guidance, monitoring and inspection of local governments or any successor(s) thereto.
16. “Ministry of Works and Transport” means the Recipient’s ministry responsible for works and transport or any successor(s) thereto.
17. “Office of the Prime Minister” means the office of the Recipient’s prime minister or any successor thereto.
18. “Operating Costs” means the incremental expenses incurred on account of Project implementation based on the Annual Work Plan and Budget, and consisting of,

- audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, bank fees, communication and insurance costs, internet service charges, media and advertising expenses, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, and salaries of Project staff, but excluding the salaries, meeting allowances, other sitting allowances, salary top ups and any honorarium of the Recipient's civil servants.
19. "Project Area" means the Recipient's refugee hosting districts of Koboko, Yumbe, Obongi and Moyo and any other district(s) agreed in writing by the Recipient and the Association and included in the Project Implementation Manual.
 20. "Project Implementation Manual" means the manual acceptable to the Association, referred to in Section I.C.1.b (ii) of Schedule 2 to this Agreement, as the same may be amended from time to time with prior written agreement of the Association, and such term includes any schedules to the Project Implementation Manual.
 21. "Project Implementation Unit" means the unit referred to in Section I.A.2(b) of Schedule 2 to the Financing Agreement.
 22. "Project Steering Committee" means the committee referred to in Section I.A.2(a) of Schedule 2 to the Financing Agreement.
 23. "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.
 24. "Road Accident Database Management System" means a system to be developed under the Project for collating all data associated with road accidents and with the intention to use the database to inform decision making on appropriate measures to enhance road safety.
 25. "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.
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26. "Training" means the costs associated with training provided under the Project based on the Annual Work Plan and Budget, and consisting of reasonable expenditures (other than expenditures for consultants' services) for: (a) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.

27. "Uganda National Roads Authority" and the acronym "UNRA" mean the Recipient's body established and operating pursuant to the UNRA Act and any legal successor thereto.
28. "UNRA Act" means the Uganda National Roads Authority Act Number 15 of 2006, of the laws of the Recipient, as amended from time to time.

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