CREDIT NUMBER 4624 - ET

Financing Agreement

(Ethiopia Sustainable Tourism Development Project)

between

FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated September 16, 2009

CREDIT NUMBER 4624 - ET

FINANCING AGREEMENT

AGREEMENT dated September 16, 2009, entered into between the FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA ("Recipient") and the 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) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to twenty three million six hundred thousand Special Drawing Rights (SDR 23,600,000) (variously, "Credit" and "Financing") to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are March 1 and September 1 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 US Dollars.

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 its Ministry of Culture and Tourism and in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient has established the following implementing entities, which shall be operational, in each case with functions, composition and resources satisfactory to the Association: (i) Project Coordination Unit, which shall include key staff recruited in accordance with Section III of Schedule 2 to this Agreement, including a Project coordinator, a financial management officer, a procurement officer and assistant procurement officer, a monitoring and evaluation specialist, a civil engineer, a resettlement specialist, and an administrative assistant; (ii) Site Management Units, for each of the three targeted Project sites (Lalibela, Axum and Addis Ababa), which shall include key staff recruited in accordance with Section III of Schedule 2 to this Agreement, including implementation officer and an accountant; and (iii) Project Steering Committee.
 - (b) The Recipient has adopted a Project Implementation Manual, including a project implementation plan, Matching Grants Manual, administrative, procurement, financial and accounting, monitoring and evaluation procedures; and a Project procurement manual, in form and substance satisfactory to the Association.
 - (c) The Recipient has submitted to the Association a Letter of Tourism Policy.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.

4.03. For purposes of Section 8.05 (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 date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's representative is the Minister responsible for finance and economic development.
- 5.02. The Recipient's Address is:

Ministry of Finance and Economic Development P. O. Box 1905 Addis Ababa Ethiopia

Cable: Telex: Facsimile:

MINFIN 21147 (251-111) 551355

5.03. The Association's Address is:

International Development Association 1818 H Street, N.W. Washington, D.C. 20433 United States of America

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) 1-202-477-6391

Washington, D.C.

AGREED at Addis Ababa, Ethiopia as of the day and year first above written.

FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

By /s/ Ahmed Shide

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Kenichi Ohashi

Authorized Representative

SCHEDULE 1

Project Description

The objectives of the Project are to enhance the quality and variety of tourism products and services in targeted destinations so as to increase the volume of tourism, foreign exchange earnings and jobs.

The Project consists of the following four Parts:

Part A: Destination Development

- 1. Rehabilitation of heritage sites and enhancement of basic infrastructure in selected destinations:
 - (a) conservation of selected historic churches, delineation of World Heritage site boundaries, and development of satellite sites in Lalibela;
 - (b) the improvement of basic infrastructure entailing, in Lalibela, the paving of current core site road, the construction of two short by-pass roads—3km and 2.5 km respectively—to establish the links between the three tourism zones around the church area, improvement of the Yimherane Kristos gravel road (12 km), and improvement of water supply, sanitation and solid waste management;
 - (c) improvement of the archeological museum, stelae field, monuments and attractions in Axum; and
 - (d) renovation and improvement of the Addis Ababa museum.
- 2. Enhancement of visitor services at selected destinations
 - (a) rehabilitation and upgrading of tourists/visitor facilities, including interpretative services in key destinations (Lalibela, Axum, and Addis Ababa and its environs);
 - (b) signage and trail enhancement of or near to tourism sites; and
 - (c) documentation and exhibitions at historic sites.
- 3. Tourism product development
 - (a) support for the development of tourism products utilizing vernacular architecture, landscape features including historic district assets, and intangible heritage in Axum and Lalibela;

- (b) support for the development of various tourism products such as the Entoto mountain view, museums, old houses in Addis Ababa and environs, including Adadi Mariam, Melka Qunture and Tiya; and
- (c) support for the development of various tourism products and capacity development plans for the Southern, Western and Eastern routes.

Part B: Market Development

- 1. *Positioning and marketing*. Support for: (a) development of a positioning and marketing strategy, (b) implementation of communication and promotion plan,
 - (c) development of promotional materials, (d) participation in trade fairs, and
 - (e) development of a tourism e-commerce online platform.
- 2. Implementation of demand-driven linkages program
 - (a) Establishment and implementation of a Matching Grants scheme enabling targeted Beneficiaries to enhance the quality of their tourism products and services through provision of technical assistance required for that purpose; and
 - (b) Support to communities in the form of: (i) awareness-raising about participation in industry activities and to mitigate social impacts, (ii) training and skills enhancement in areas that can help increase their participation as employees, suppliers, and small business operators, and (iii) partnerships with the private sector to develop linkages.

Part C: Institutional Development and Capacity Building

- 1. *Institutional development*. Provision of technical assistance for:
 - (a) policy implementation frameworks, including development of sector strategic plan, and competitiveness enhancement packages;
 - (b) strengthening of the Ministry of Culture and Tourism and of Regional Tourism Bureaux;
 - (c) setting and operationalizing of standards and rating schemes for tourism enterprises;
 - (d) strengthening of tourism data collection and statistics; and

(e) establishment of and support to the Tourism Council and Tourism Board.

2. Capacity building.

- (a) Carrying out of an assessment of a tourism education and training and development of an action plan for improving tourism training institutions' programs;
- (b) Support skills enhancement at the Ministry of Culture and Tourism and other stakeholders; and
- (c) Support the upgrading of guides and the hospitality industry workforce to standard levels of professionalization.

Part D: Implementation Support and Results Monitoring

- 1. Assistance in the establishment and operation of a Project Coordination Unit, under the Ministry of Culture and Tourism, and Site Management Units to support Regional Tourism Bureaux in key destinations, as well as in the Project Steering Committee's operations.
- 2. Support for reporting, auditing, results monitoring and evaluation, as well as safeguards compliance activities, including the recruitment of an environmental expert on a need basis.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall ensure that the Project Steering Committee, the Project Coordination Unit and Site Management Units are maintained at all times during the implementation of the Project with functions, composition and resources satisfactory to the Association so as to ensure prompt and efficient implementation of the Project.

B. Implementation Arrangements

1. Project Implementation Manual

The Recipient shall implement the Project in accordance with the arrangements and procedures set out in the Project Implementation Manual (provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail), and, except as the Recipient and the Association shall otherwise agree, the Recipient shall not amend or waive any provision of the Project Implementation Manual, if in the opinion of the Association, such amendment or waiver shall materially or adversely affect the carrying out of the Project or the achievement of the objectives thereof.

2. Annual Work Program

- (a) The Recipient shall prepare and furnish to Association for its approval, not later than March 31 of each year during the implementation of the Project, or such later date as the Association may agree, the annual work plans and budgets containing all proposed Sub-projects to be carried out in the following Fiscal Year, modified in a manner satisfactory to the Association, taking into account the Association's comments and views on the matter.
- (b) The Recipient shall cause each Selected Region to implement, monitor and evaluate its respective project activities in accordance with the provisions set forth in this Agreement and in more detail in the Project Implementation Manual, and shall not make or allow to be made any material change to any Project activity included in the approved annual work plans and budgets without prior written agreement of the Association.

3 Midterm Review

The Recipient shall:

- (a) not later than May 31, 2012, undertake, in conjunction with the Association, a midterm review, during which they shall exchange views generally on all matters relating to the progress of the Project, and the performance by the Recipient of its obligations under this Agreement, including the progress achieved by the Recipient under the Project, having regard to the Project performance indicators referred to in Section II.A (1) (b) of Schedule 2 to this Agreement;
- (b) not later than two months prior to the review, furnish to the Association, for comments, a report, in such detail as the Association shall reasonably request, on the progress of the Project, and giving details of the various matters to be discussed at such review; and
- (c) following such review, act promptly and diligently in order to take any corrective action deemed necessary to remedy any shortcoming noted in the implementation of the Project, or to implement such other measures as may have been agreed upon between the parties in furtherance of the objectives of the Project.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Environmental and Social Safeguards

- 1. Except as otherwise agreed in writing by the Association, the Recipient shall:
 - (a) implement the Project in accordance with the ESMF and RPF;
 - (b) in cases of any activity requiring the adoption of an EMP or RAP:
 - (i) proceed to have such EMP or RAP, as the case may be, (A) prepared in accordance with the ESMF or RPF, as the case may be, (B) submitted to the Association for review and approval, and (C) thereafter adopted, prior to implementation of the activity; and
 - (ii) thereafter take such measures as shall be necessary or appropriate to comply with the requirements of such EMP or RAP, as the case may be.

- (c) in the case of any Resettlement Activity under the Project involving Displaced Persons, ensure that no displacement or restriction of access to legally designated parks and protected areas shall occur before necessary resettlement measures consistent with the RPF and RAP are in place, including, in the case of displacement, full payment to Displaced Persons of compensation and of other assistance required for relocation, prior to displacement.
- 2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association on a quarterly basis reports in form and substance satisfactory to the Association on the status of compliance with the ESMF, RPF, and EMPs and RAPs, if any, giving details of:
 - (a) measures taken in furtherance of such ESMF, RPF, and EMPs and RAPs, if any;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF, RPF, and EMPs and RAPs, if any; and
 - (c) remedial measures taken or required to be taken to address such conditions.

E. Sub-projects and Matching Grants

- 1. The Recipient shall provide Matching Grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association, as further described in the Matching Grants Manual, which shall include the following:
 - (a) Beneficiaries shall be legally registered entities operating under Recipient's laws.
 - (b) Each Beneficiary's request shall be backed by satisfactory business plan.
- 2. The Recipient shall provide each Matching Grant under a Sub–project Agreement with the respective Beneficiary on terms and conditions approved by the Association, which shall include the following:
 - (a) The Matching Grant shall be: (i) provided on grant-basis; (ii) 50/50 basis paid as reimbursement for costs incurred for identified set of activities.
 - (b) 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 the Beneficiary to use the proceeds of the Matching Grant, or obtain a refund of all or any part of the amount of the Matching Grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-project Agreement; and
- require each Beneficiary to: (A) carry out its Sub-project with due (ii) diligence and efficiency and in accordance with sound technical, economic, financial, 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 loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the services to be financed out of the Matching Grant 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 Subproject 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 Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (2) 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 Sub-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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

- 1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on basis of the indicators set forth below in subparagraph (b) of this paragraph. Each Project Report shall cover the period of one quarter, and shall be furnished to the Association not later than forty five (45) days after the end of the period covered by such report.
 - (b) The performance indicators referred to above in sub-paragraph (a) are:

- (i) Average percentage increase in the number of annual tourist arrivals in targeted destinations.
- (ii) Average expenditure by visitors in targeted tourist destinations.
- (iii) Number of additional tourism-related jobs created in targeted destinations.

B. Financial Management, Financial Reports and Audits

- 1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
- 2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each financial quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
- 3. The Recipient shall have the Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

- 1. Goods and Works. All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines dated May 2004 and revised in October 2006, and with the provisions of this Section.
- 2. Consultants' Services. All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines dated May 2004 and revised in October 2006, and with the provisions of this Section.
- **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts,

refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

- 1. **International and National Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International or National Competitive Bidding. National Competitive Bidding (NCB) shall follow the Recipient's procurement procedures subject to the following additional procedures: (i) the Recipient's standard bid documents for procurement of goods and works shall be used; (ii) if pre-qualification is used, the Association's standard pre-qualification document shall be used; (iii) margin of preference shall not be applicable; (iv) bidders shall be given a minimum of 30 days to submit bids from the date of availability of the bidding documents; (v) use of merit points for evaluation of bids are not allowed; (vi) foreign bidders shall not be excluded from participation; and (vii) results of evaluation and award of contract shall be made public; (viii) in accordance with para.1.14 (e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (A) the bidders, suppliers, contractors and subcontractors shall permit the Association, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the association; and (B) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.14(a)(v) of the Procurement Guidelines .
- 2. Other Methods of Procurement of Goods and Works. The following methods of procurement, other than International and National Competitive Bidding, may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used: (a) Direct contracting; (b) Community Participation in Procurement procedures as further elaborated in the Procurement Plan or the Project Implementation Manual; (c) Shopping; and (d) Procurement from United Nations Agencies.

C. Particular Methods of Procurement of Consultants' Services

- 1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
- 2. Other Methods of Procurement of Consultants' Services. The following methods of procurement, other than Quality and Cost-based Selection, may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used: (a) Single Source Selection; (b) Selection of Individual Consultants; (c) Least Cost Selection; (d) Selection Based on Consultants'

Qualifications; (e) Quality-based Selection; (f) Selection under a Fixed Budget; and (g) Commercial Practice.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

- 1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
- 2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Works	9,600,000	100%
(2) Goods	1,400,000	100%
(3) Services	5,200,000	100%
(4) Training	1,500,000	100%
(5) Matching Grants under Part B(2a) of the Project	2,000,000	100%
(6) Operating Costs	1,100,000	100%
(7) Refund of Project Preparation Advance	500,000	
(8) Unallocated	2,300,000	
TOTAL AMOUNT	23,600,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made:
 - (a) prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 2,360,000 equivalent may be made for payments made prior to this date but on or after July 1, 2009, for Eligible Expenditures under Categories (1) to (6); and
 - (b) in respect of any Matching Grant under Part B(2a) of the Project, unless the Matching Grant was made in conformity with the criteria, procedures referred to in Section I.E of this Schedule 2 to this Agreement.
- 2. The Closing Date is December 30, 2014.

Section V. Other Undertakings

1. The Recipient shall:

(a) not later than two months after the effectiveness of this Agreement recruit, in accordance with the provisions of Section III of this Schedule 2, external auditors, with qualifications, experience, and terms of reference acceptable to the Association, to provide auditing services in connection with the Project.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 1 and September 1:	
commencing September 1, 2019 to and including March 1, 2029	1%
commencing September 1, 2029 to and including March 1, 2049	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 3.03 (b) of the General Conditions.

APPENDIX

Definitions

- 1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006.
- 2. "Beneficiary" means any private sector recipient of a grant under the grant facility established pursuant to Part B(2a) of the Project, in accordance with the eligibility criteria for Beneficiaries according to the Matching Grants Manual included in the Project Implementation Manual.
- 3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 4. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004 and revised in October 2006.
- 5. "Displaced Person" mean persons who, on account of the execution of the Project or any Part thereof, (A) have experienced or would experience direct economic and social impacts caused by: the involuntary taking of land, resulting in (1) relocation or loss of shelter; (2) loss of assets or access to assets; or (3) loss of income sources or means of livelihood, whether or not such persons must move to another location (4); or (B) have or would have their right, title, or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, or otherwise adversely affected temporarily or permanently.
- 6. "Environmental and Social Management Framework" or "ESMF" means the Recipient's framework, dated March 11, 2009, that includes the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts. The measures include *inter alia*: clear procedures and methodologies for the environmental and social assessment, review, approval and implementation of investments to be financed under the Project; appropriate roles and responsibilities, and necessary reporting procedures for managing and monitoring environmental and social concerns related to proposed Sub-projects; and practical information resources for implementing the ESMF.
- 7. "Environmental Management Plan" or "EMP" means an Environmental Management Plan, acceptable to the Association and consistent with the ESMF, adopted for the purposes of an activity financed under the Project, and giving details of the specific actions, measures and policies designed to facilitate the achievement of the objectives of the ESMF under the said activity, along with the procedural and institutional

- measures needed to implement such actions, measures and policies, as such EMP may be amended from time to time with the prior written agreement of the Association.
- 8. "Fiscal Year" means the Recipient's fiscal year beginning July 8 and ending July 7 of the next calendar year.
- 9. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 1, 2005 (as amended through October 15, 2006).
- 10. "Letter of Tourism Policy" means Recipient's document outlining Recipient's vision and strategy for the tourism sector.
- 11. "Matching Grant" means a grant made or proposed to be made to a Beneficiary for the carrying out of a Subproject.
- 12. "Matching Grants Manual" means is a manual defining procedures and guidelines for the implementation of the Matching Grants scheme.
- 13. "Ministry of Culture and Tourism" means the Recipient's ministry of culture and tourism and any successor thereto.
- 14. "Operating Costs" means the incremental costs incurred by Project Coordination Unit and Site Management Units based on annual budgets approved by the Association, on account of Project implementation, management and monitoring, including fuel and operation and maintenance costs for vehicles; stationary and sundries; advertising and office running costs including services of office machines and equipment; purchase of materials for workshops; office supplies; communication charges; and venues for workshops and Training.
- 15. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits and Grants" published by the Bank in May 2004 and revised in October 2006.
- 16. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 28, 2009 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
- 17. "Project Coordination Unit" means Project office within the Ministry of Culture and Tourism, responsible for coordinating the overall Project implementation.
- 18. "Project Implementation Manual" means the manual referred to in Section 4.01 (b) of this Agreement to be adopted by the Recipient not later than the Effective Date, as the same may be amended from time to time with the prior written agreement of the Association.

- 19. "Project Steering Committee" means a committee comprising representatives of public sector as well as representatives of private sector and civil society, including religious institutions. The Committee will be chaired by the Minister of Culture and Tourism and will be responsible for the oversight of the Project.
- 20. "Region" means the second tier of government in the Recipient's administrative system as established under the Recipient's Constitution.
- 21. "Regional Tourism Bureaux" means offices established and operated by regional governments in Amhara (Proclamation 120/2006), Tigray (Proclamation 94/2006) and City Administration of Addis Ababa (Proclamation 4/2008) to support tourism planning, development and promotion.
- 22. "Resettlement Action Plan" or "RAP" means a Resettlement Action Plan acceptable to the Association and consistent with the RPF, adopted for the purposes of an activity financed under the Project, and giving details of the specific actions, measures and policies designed to facilitate the achievement of the objectives of the RPF under the said activity, along with the procedural and institutional measures needed to implement such actions, measures and policies, as such RAP may be amended from time to time with the prior written agreement of the Association.
- 23. "Resettlement Activity" means: (a) the involuntary taking of land, resulting in (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location.
- 24. "Resettlement Policy Framework" or "RPF" means the instrument prepared by the Recipient, dated March 11, 2009, in form and substance satisfactory to the Association, for use throughout the implementation of the Project, and publicly disclosed in impacted areas, and setting out the resettlement and compensation policy, organizational arrangements and design criteria to be applied to meet the needs of the people who may be affected by activities under the Project.
- 25. "Selected Region" means any of the following two Regions: Amhara and Tigray within the Recipient's territory as defined under the Recipient's Constitution and includes wherever mentioned in this Agreement for purposes of this Project, the City Administration of Addis Ababa.
- 26. "Site Management Units" means local implementation offices located in Lalibela, Axum and Addis Ababa reporting to the Project Coordination Unit and guided by Regional Tourism Bureaux.
- 27. "Sub-project" means integrated group of activities to be carried out under Part B (2a) of the Project.
- 28. "Sub-project Agreement" means the agreement referred to in paragraph 3 of Part B of Section I of Schedule 2 to this Agreement, pursuant to which the Recipient shall make

- portions of the proceeds of the Financing available to the Beneficiaries under the Matching Grant scheme under Parts B.2(a) of the Project.
- 29. "Tourism Board" means the board proposed to be established by the Recipient for, marketing and promotion of tourism in Recipient's territory and comprising public and private sectors representatives.
- 30. "Tourism Council" means a consulting body to be established by the Recipient to direct the growth of the tourism industry comprising, among others, heads of federal and regional tourism offices, religious institutions and private investors.
- 31. "Training" means the incremental Project-related expenses based on annual budgets approved by the Association, for per diem, travel, purchase of Training materials and rental of facilities, and includes workshops and seminars.