

CONFORMED COPY

CREDIT NUMBER 4407-VN

Financing Agreement

(Vietnam Land Administration Project)

between

SOCIALIST REPUBLIC OF VIETNAM

And

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 16, 2008

CREDIT NUMBER 4407-VN

FINANCING AGREEMENT

AGREEMENT dated June 16, 2008, entered into between SOCIALIST REPUBLIC OF VIETNAM (“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) 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 forty-seven million two hundred thousand Special Drawing Rights (SDR 47,200,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 15 and September 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through its Ministry of Natural Resources and Environment and the Project Provinces 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) MONRE has adopted a Project Implementation Manual, acceptable to the Association, in accordance with the provisions of paragraph 3 of Section I of Schedule 2 to this Agreement.
 - (b) The CPMU and each of the PPMUs in the Project Provinces have installed an integrated computerized financial management system, including computerized accounting software; and completed training for their financial staff in the application of such financial management system, all in a manner satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) 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 (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the Governor or a Deputy Governor of State Bank of Vietnam.
- 5.02. The Recipient's Address is:
- State Bank of Vietnam
49 Ly Thai To
Hanoi, Vietnam

Cable address:

Telex:

Facsimile:

VIETBANK
Hanoi

412248
NHTWVT

(84-4) 825 0612

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
Washington, D.C.

248423 (MCI)

(1-202) 477-6391

AGREED at Hanoi, Socialist Republic of Vietnam, as of the day and year first above written.

SOCIALIST REPUBLIC OF VIETNAM

By: /s/ Nguyen Van Giau

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Alain Barbu

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to assist the Recipient in increasing access to land information services by all stakeholders through the development of an improved land administration system in the Project Provinces.

The Project consists of the following parts:

Part A: Modernization of the Land Registration System

Support the development of an accurate, current and complete land registration information system to support land registration in the Project Provinces through:

1. Completing and updating all cadastral mapping showing all land parcels (but excluding forestland areas).
2. Completing and updating land records for land use right and land use.
3. Improving and implementing a computerized land records management system to store, update, and access land registration and land use information.
4. Undertaking key policy studies to support the development of a modern land administration system.

Part B: Improvement of Land Registration Service Delivery

Support the improvement of land registration office service delivery through:

1. Strengthening the capacity of land registration offices at the provincial and district levels in the Project Provinces in delivering “one stop” land registration services.
2. Improving access to land registration and land use data through land registration offices at the provincial and district levels in the Project Provinces through: (a) development of a land information data warehouse; (b) development of data sharing mechanisms within the government and with the stakeholders outside of MONRE and DONRE; and (c) training in the use of the land information system and in updating land information.
3. Carrying out a comprehensive program to raise public awareness of land registration and participation in processes to complete and update land record, surveying and mapping.

Part C: Support for Project Management and Monitoring and Evaluation

1. Strengthening the capacity of CPMU and PPMUs in Project management, planning, financial management, procurement, monitoring and evaluation and audits.
2. Developing and implementing a monitoring and evaluation system for the Project at the national, provincial, and district levels; and conducting Project impact assessments and client satisfaction surveys.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

Project Management

1. Throughout the period of implementation of the Project, the Recipient shall at the central level:
 - (a) maintain the National Project Steering Committee with composition, terms of reference, and other resources acceptable to the Association to be responsible for providing strategic guidance to the Project implementation; and
 - (b) maintain the Central Project Management Unit (CPMU) within MONRE, under the direction of qualified management, provided with sufficient resources, and staffed with competent personnel in adequate numbers, including a Project director, to assist MONRE in day-to-day project implementation and supervision, including: (i) over all supervising and coordinating Project activities; (ii) providing technical support to the Project Provinces; (iii) consolidating all annual work plans, budget, financial and procurement plans; (iv) procurement and financial management; (v) Project monitoring and evaluation; and (vi) providing overall administrative support for Project implementation.
2. Throughout the period of implementation of the Project, the Recipient shall cause each Project Province to:
 - (a) maintain a Provincial Project Steering Committee with composition, terms of reference, and other resources acceptable to the Association for guiding the implementation of the Project within its own jurisdiction;
 - (b) maintain a Provincial Project Management Unit (PPMU) within DONRE, under the direction of qualified management, provided with sufficient resources, and staffed with competent personnel in adequate numbers, including a Project director, to assist DONRE in day-to-day implementation and supervision of Project activities within said Project Province, including the preparation of annual work plans for said Province;
 - (c) maintain a Provincial Community Advisory Group with composition, terms of reference, and other resources acceptable to the Association, to receive feedback from and share information with local communities on land registration matters;
 - (d) maintain a District Implementation Team in each Project district with terms of reference, staffing and other resources acceptable to the

Association, to assist SONRE in day-to-day Project implementation and supervision, and communications with the Project communes; and

- (e) establish and maintain District Community Participatory Groups in Project districts with significant ethnic minorities population, with composition, terms of reference, and other resources acceptable to the Association, to receive feedback from and share information with local communities.

Project Implementation

3. For the implementation of the Project, the Recipient shall:
 - (a) adopt and apply the Project Implementation Manual, which manual shall set forth, *inter alia*, the descriptions of: (i) the Project implementation arrangements, including the first year work plan; (ii) a financial management guideline consistent with the provisions of Section II.B of this Schedule; (iii) procurement procedures consistent with the provisions of Section III of this Schedule; (iv) monitoring and evaluation procedures; (v) the Ethnic Minority Planning Framework; (vi) participation and consultation process for land mapping/surveying and land record updating; (vii) complaints and conflict resolution mechanisms; and (viii) a negative list of the activities that the Project will not finance; and
 - (b) not amend, abrogate, suspend, or waive any provision of the Project Implementation Manual without the prior concurrence of the Association. In case of any conflict between the provisions of this Agreement and those of the Project Implementation Manual, the provisions of this Agreement shall prevail.
4. In carrying out the Project, the Recipient through MONRE shall:
 - (a) no later than December 31, 2008, engage an independent technical auditor under terms of reference, and with qualifications and experience acceptable to the Association;
 - (b) no later than December 31, 2008, promulgate standards for sending, receiving, storing and retrieving cadastral data in Vietnam;
 - (c) no later than December 31, 2008: (i) prepare terms of reference for the first three (3) policy studies to be carried out under Part A.4 of the Project and furnish said terms of reference to the Association for review and comments; and (ii) thereafter carry out said policy studies taking into account the Association's recommendations thereon, if any;
 - (d) no later than June 30, 2009, adopt revised land registration service standards acceptable to the Association; and
 - (e) no later than December 31, 2010, design and install a national land data warehouse, in a manner satisfactory to the Association.

Safeguards

5. The Recipient shall:
 - (a) implement, and cause the Project Provinces to implement, the Ethnic Minority Planning Framework, in a manner satisfactory to the Association;
 - (b) as may be required pursuant to the provisions of said Framework, cause the Project Provinces to prepare and implement ethnic minority action plan(s), in a manner and substance satisfactory to the Association;
 - (c) provide to the Association for its prior concurrence any revision proposed to be introduced to any of said Framework and plan(s) in order to achieve their objectives and, thereafter, only introduce such revisions as shall have been agreed with the Association; and
 - (d) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Association, the implementation of said Framework, and the related ethnic minority action plan(s), and the achievement of their objectives.

Annual Work Plan and Budget

6. The Recipient shall:
 - (a) by no later than October 1 of each year, commencing in 2008, prepare and provide to the Association for its review and comments an annual work plan and budget for the next succeeding calendar year, together with the financing plan, including sources of funds, therefor; and
 - (b) thereafter implement in a manner satisfactory to the Association such annual work plan and budget as shall have been agreed with the Association.

Monitoring and Evaluation Plan

7. The Recipient through MONRE shall, by no later than December 31, 2008 furnish a monitoring and evaluation plan for the Project to the Association for review and comments; and thereafter apply the monitoring and evaluation plan to the Project taking into account the Association's comments thereon.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports.

1. 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 the basis of the indicators agreed with the Association. Each Project Report shall cover the period of one (1) calendar semester, and shall be

furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. Without limitation on the provisions in paragraph A.1 of this Section II above, the Recipient shall:
 - (a) prior to completing the first year of Project implementation, through MONRE, review with the Association the implementation progress under the Project, particularly on mapping and surveying, and the Project management structure; and thereafter make adjustments, if needed, to the Project implementation arrangements, taking into account the Association's views thereon;
 - (b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association by January 15 and June 15 of each year, commencing on January 15, 2009, semi-annual reports of the results of the monitoring and evaluation activities; and starting from June 15, 2009 such semi-annual reports shall include the findings and recommendations of the independent technical auditor referred to in paragraph 4(a) of Section I of this Schedule 2, and a description of the status of compliance with the Ethnic Minorities Planning Framework and ethnic minorities action plan(s) prepared pursuant to such Framework;
 - (c) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, by June 30, 2010, a mid-term evaluation report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph 1 of this Section II of Schedule 2, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and
 - (d) review with the Association, by September 30, 2010, or such later date as the Association shall request, the report referred to in subparagraph (c) of this paragraph 2, 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.

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 calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its 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 (1) 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 Technical Services.** All goods and Technical 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 Section I of the Procurement Guidelines, 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, and with the provisions of this Section.
3. **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 (Including Technical Services).

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and Technical Services shall be procured under contracts awarded on the basis of International Competitive Bidding.

Domestic Preference. The provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines and Appendix 2 thereto, providing for domestic preference in the evaluation of bids, shall apply to goods manufactured in the territory of the Recipient.

2. **Other Methods of Procurement of Goods and Technical Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and Technical Services. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) National Competitive Bidding, subject to the additional provisions set forth in the Annex to this Schedule 2

(b) Shopping
(c) Direct Contracting

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. For purposes of paragraph 2.7 of the Consultant Guidelines, the short list of consultants for services estimated to cost less than \$200,000 equivalent per contract may comprise entirely national consultants.
2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) Single-source Selection
(b) Selection of Individual Consultants
(c) Quality-based Selection
(d) Selection under a Fixed Budget
(e) Least-cost Selection
(f) Selection based on Consultants’ Qualification

D. Review by the Association of Procurement Decisions.

Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association:

- (a) each contract for goods or Technical Services procured on the basis of International Competitive Bidding, regardless of the contract value thereof;
- (b) each contract for goods or Technical Services estimated to cost the equivalent of \$200,000 or more;
- (c) the first contract for goods procured by the CPMU and each of the PPMUs through National Competitive Bidding;
- (d) each contract for goods procured on the basis of Direct Contracting, regardless of the contract

value thereof; (e) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more; (f) each contract for consultants' services provided by an individual estimated to cost the equivalent of \$50,000 or more; and (g) all contracts for consultants' services procured through Single Source Selection, regardless of the contract value thereof.

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) Goods, consultants' services, training, and workshops, and Operating Costs	13,800,000	100%
(2) Technical Services for map digitalizing, surveying, records-updating, land use right certificate issuing/re-issuing	33,400,000	75%
TOTAL AMOUNT	<u>47,200,000</u>	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that

withdrawals up to an aggregate amount not to exceed \$3,500,000 equivalent may be made for payments made prior to this date but on or after February 15, 2007 for Eligible Expenditures under Categories (1) and (2).

2. The Closing Date is December 31, 2013.

ANNEX to SCHEDULE 2**National Competitive Bidding Procedures**

The procedure to be followed for National Competitive Bidding shall be those set forth in Article 18 on *Open Bidding of the Law on Procurement 61/2005/QH11* dated November 29, 2005 and *Decree 111/2006/ND-CP, Guiding Implementation of Law on Procurement and Selection of Contractor Bidder in Accordance with Law on Construction* dated September 29, 2006 (collectively, “National Procurement Laws”) with due consideration to economy, efficiency and transparency as set forth in, and broad consistency with, Section I of the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Association in May 2004 (the “Guidelines”) and required by paragraphs 3.3 and 3.4 of the Guidelines. Whenever any procedure in the National Procurement Laws is inconsistent with the requirements of said paragraphs 3.3 and 3.4 of the Guidelines, the latter shall prevail, including the following:

Eligibility

(i) The eligibility of bidders shall be as set out in Section I of the Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Association for reasons other than those provided in Section I of the Guidelines. Foreign bidders shall be eligible to participate in bidding under the same conditions as national bidders. In particular, no domestic preference over foreign bidders shall be granted to national bidders in bid evaluation, nor shall foreign bidders be asked or required to form joint ventures with national bidders in order to submit a bid. Bidders located in the same province or city as the procuring entity shall not be given preference over bidders located outside that city or province.

(ii) In addition to the foregoing requirements, equitized Government-owned enterprises in which the Recipient or procuring entity holds less than fifty percent of the shares are eligible to participate provided that the governing Board and management team are autonomous from the procuring entity. Military or security units or enterprises established under, reporting directly or indirectly to, or owned wholly or partly by, the Ministry of Defense or the Ministry of Public Security shall not be permitted to bid.

Registration

(iii) Registration shall not be used to assess bidders’ qualifications. A foreign bidder shall not be required to register as a condition for submitting its bid and, if determined to be the lowest evaluated responsive bidder, shall be given reasonable opportunity of registering, without any let or hindrance. Bidding shall not be restricted to any particular class of contractors, and non-classified contractors shall also be eligible to bid.

Advertising; Time for Bid Preparation

(iv) Invitations to bid shall be advertised in at least one widely circulated national newspaper, allowing a minimum of thirty (30) days, from the date of the invitation to bid or the date of availability of the bidding documents, whichever is later, for the preparation and submission of bids, and potential bidders shall be allowed to purchase bidding documents up to any time prior to the deadline for the submission of bids. In addition, the Recipient is encouraged to advertise in the Government Public Procurement Bulletin and on a free and open access website.

Standard Bidding Documents

(v) Standard Bidding Documents, acceptable to the Association, shall be used.

Qualification Criteria

(vi) Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only such specified criteria, shall be used to determine whether a bidder is qualified. Qualification shall be assessed on a pass or fail basis and merits points shall not be used. Such assessment shall only take into account the bidder's capacity and resources to perform the contract, specifically its experience and past performance on similar contracts, capabilities with respect to personnel, equipment and construction and manufacturing facilities, and financial capacity.

Bid Submission, Bid Opening and Bid Evaluation

(vii) Bidders may submit bids, at their option, either in person or by courier service or by mail. Bids shall be opened in public, immediately after the deadline for submission of bids. Bids received after the deadline for bid submission shall be rejected and returned to the bidders unopened.

(a) Bidding documents shall be sold to anyone who is willing to pay the required fee of the bidding documents which shall not exceed the costs of printing, reproduction and delivery, and no other conditions shall be imposed on the sale of the bidding documents.

(b) Evaluation of bids shall be made in strict adherence to the criteria that shall be clearly specified in the bidding documents and quantified in monetary terms for evaluation criteria other than price; merit points shall not be used in bid evaluation.

(c) A contract shall be awarded to the technically responsive bid that offers the lowest evaluated price and no negotiations shall be permitted. A bidder shall not be required, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify the bid as originally submitted.

(d) A bidder shall not be eliminated from detailed evaluation on the basis of minor, non-substantial deviations.

(e) No bidder shall be rejected on the basis of a comparison with the employer's estimate and budget ceiling without the Association's prior concurrence.

(f) A copy of the minutes of the public bid opening shall be promptly provided to all bidders who submitted bids, and to the Association with respect to contracts subject to Prior Review.

Rejection of All Bids and Re-bidding

(viii) All bids shall not be rejected or new bids solicited without the Association's prior written concurrence.

Complaints by Bidders and Handling of Complaints

(ix) The Recipient shall implement an effective and independent protest mechanism allowing bidders to protest and to have their protests handled in a timely manner.

Fraud and Corruption

(x) The Association shall declare a firm or individual ineligible, either indefinitely or for a stated period, to be awarded a contract financed by the Association, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract financed by the Association.

Right to Inspect/Audit

(xi) Each bidding document and contract financed from the proceeds of a Credit shall include a provision requiring bidders, suppliers, contractors to 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.

License

(xii) Foreign contractors shall be given a reasonable opportunity to apply for and obtain license, which shall not be arbitrarily withheld.

Publication of the Award of Contract

(xiii) The Recipient shall publish the following information on contract award in the Government Public Procurement Bulletin or on a free and open access website or on another means of publication acceptable to the Association: (a) name of each bidder who submitted a bid; (b) bid prices as read out at bid opening; (c) name and evaluated price of each bid that was evaluated; (d) name of bidders whose bids were rejected and the reasons for their rejection; and (e) name of the winning bidder, price it offered as well as the duration and summary scope of the contract awarded. This publication shall be updated regularly.

SCHEDULE 3**Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15:	
commencing September 15, 2018 to and including March 15, 2028	1%
commencing September 15, 2028 to and including March 15, 2048	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) “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- (2) “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004.
- (3) “CPMU” and “Central Project Management Unit” mean the unit referred to in paragraph 1(b) of Section I of Schedule 2 to this Agreement.
- (4) “District Community Participatory Group” means the group referred to in paragraph 2(e) of Section I of Schedule 2 to this Agreement.
- (5) “District Implementation Team” means the team referred to in paragraph 2(d) of Section I of Schedule 2 to this Agreement.
- (6) “DONRE” means the Provincial Department of Natural Resources and Environment in a Project Province, and any successor thereto.
- (7) “Ethnic Minorities Planning Framework” means the planning framework adopted by the Recipient’s MONRE through Decision No. 237/QĐ-BTNMT dated February 5, 2008, referred to in paragraph 5 of Section I of Schedule 2 to this Agreement, which sets out: (i) policies and procedures to ensure meaningful consultation with, and the informed participation of, ethnic minority communities who are present in the Project area; and (ii) principles for the preparation of ethnic minorities development plan or plans, as may be required pursuant to the terms of said Framework, during the implementation of the Project, as said Framework may be revised from time to time with the prior concurrence of the Association.
- (8) “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005.
- (9) “MONRE” and “Ministry of Natural Resources and Environment” mean the Recipient’s Ministry of Natural Resources and Environment, and any successor thereto.
- (10) “National Project Steering Committee” means the committee referred to in paragraph 1(a) of Section I of Schedule 2 to this Agreement.
- (11) “Operating Costs” means the reasonable costs incurred by the Recipient’s CPMU and PPMUs on account of Project implementation, monitoring and evaluation, which expenditures would not have been incurred absent the Project, including costs for office supplies, repairs of equipment and vehicles, staff travel, rental of office space, fuel costs, communication costs and costs of contractual staff, but excluding the salaries of the Recipient’s civil servants.

- (12) “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004.
- (13) “Procurement Plan” means the Recipient’s procurement plan for the Project, accepted by the Association on February 13, 2008, 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.
- (14) “Project Implementation Manual” means the manual referred to in paragraph 3(a) of Section I of Schedule 2 to this Agreement; as such Manual may be amended from time to time with the prior agreement of the Association.
- (15) “Project Provinces” means the Provinces of Tiền Giang, Bến Tre, Vĩnh Long, Bình Định, Khánh Hòa, Quảng Ngãi, Hà Tây, Hưng Yên and Thái Bình, and any successor thereto; and a “Project Province” means any of the Project Provinces.
- (16) “Provincial Community Advisory Group” means the group referred to in paragraph 2(c) of Section I of Schedule 2 to this Agreement.
- (17) “PPMU” and “Provincial Project Management Unit” mean the unit referred to in paragraph 2(b) of Section I of Schedule 2 to this Agreement.
- (18) “Provincial Project Steering Committee” means the committee referred to in paragraph 2(a) of Section I of Schedule 2 to this Agreement.
- (19) “SONRE” means the Section of Natural Resources and Environment (District Level) in each Project Province, and any successor thereto.
- (20) “Technical Services” means the services for surveying, mapping, preparing land records, digitizing cadastral and existing thematic maps, transforming maps from the old map datum, integrating cadastral database, and preparing and issuing land use rights certificates, contracted and/or paid for on the basis of measurable physical outputs.