# CREDIT NUMBER 7430-LA CREDIT NUMBER 7431-LA

# **Financing Agreement**

(Reducing Rural Poverty and Malnutrition Project II)

between

LAO PEOPLE'S DEMOCRATIC REPUBLIC

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

# CREDIT NUMBER 7430-LA CREDIT NUMBER 7431-LA

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between LAO PEOPLE'S DEMOCRATIC REPUBLIC ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

#### ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

#### ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient credits, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
  - (a) an amount equivalent to twenty-one million four hundred thousand Special Drawing Rights (SDR21,400,000) (the "Credit (A)"); and
  - (b) an amount equivalent to six million eight hundred thousand Special Drawing Rights (SDR6,800,000) (the "Credit (B)").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

- 2.04. The Service Charge is applicable only to Credit (A) and is the three-fourths of one percent (3/4 of 1%) per annum; on the amounts of Credit (A) withdrawn from the Credit Account for Credit (A).
- 2.05. The Interest Charge is applicable only to Credit (A) and is one and a quarter percent (1.25%) per annum; on the amounts of Credit (A) withdrawn from the Credit Account for Credit (A).
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Financing shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Dollar.

#### ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts 1, 2, and 3 of the Project through the Ministry of Agriculture and Forestry, and Part 4 of the Project through the Ministry of Planning and Investment in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

#### ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness is that the Project Operations Manual has been adopted in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. 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 V—REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its Minister of Finance.

- 5.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

Ministry of Finance 23<sup>rd</sup> Singha Road Saysettha District Vientiane Lao PDR

(b) the Recipient's Electronic Address is:

Facsimile: 856-21-417459

E-mail: <a href="mailto:efd@mof.gov.la">efd@mof.gov.la</a>

- 5.03. For purposes of Section 11.01 of the General Conditions:
  - (a) The Association's address is:

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

(b) the Association's Electronic Address is:

Telex: Facsimile: E-mail:

248423 (MCI) 1-202-477-6391 <u>laopdr@worldbank.org</u>

## AGREED as of the Signature Date.

#### LAO PEOPLE'S DEMOCRATIC REPUBLIC

Ву

Authorized Representative

Name: Phouthanouphet Saysombath

Title: Deputy Minister of Finance

Lucas

Date: 25-Dec-2023

#### INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Alexander Kremer

Title: Country Manager, Lao PDR

Date: 20-Dec-2023

#### **SCHEDULE 1**

#### **Project Description**

The objective of the Project is to strengthen the social protection system and enhance the convergence of multisectoral interventions to improve nutrition behaviors in Targeted Areas, and in case of an Eligible Crisis or Emergency, respond promptly and effectively to it.

The Project consists of the following parts:

#### Part 1: Strengthening Social Protection Building Blocks

#### 1.1 Support Regular Updating of the Social Registry and its Use by Other Programs

- (a) providing technical and operational support for: (i) an update strategy consisting of two complementary modalities, including a nationwide mass registration, and updating survey for 2025, and an on-demand dynamic updating method; (ii) revising the proxy means test formula and questionnaire and quality assurance procedures; and (iii) developing a legislative document institutionalizing the proxy means test and the social registry; and
- (b) carrying out a program of activities to promote the use of the social registry data at strategic and technical levels.

#### 1.2. Enhancing Beneficiary Management and Payments

Supporting the improvements of four essential elements of the social protection delivery systems, including:

- (a) beneficiary monitoring and updating: through the establishment of interoperable mechanisms to enable the exchange of information between the Project's management information system and other administrative database; including, *among others*, the DHIS2 and the e-CRVS;
- (b) payment delivery: through the improvement of business process of Helping Hand CCT Program payments and shifting more beneficiaries to electronic payments;
- (c) grievance redress mechanism: by improving categorization and developing protocols and standards to maintain an expected response time; and

(d) management information system enhancement: through increasing server capacity, updating hardware, enhancing the user interface, and building a module to monitor child scorecard monitoring.

#### 1.3. Adaptive Social Protection

Providing technical and operational support for the promotion of adaptive social protection in two domains, including:

- (a) augmenting the CCT business process and policy; and
- (b) adapting the social protection delivery systems.

#### Part 2: Supporting the Implementation of the Nutrition-Sensitive Conditional Cash Transfer Program

#### 2.1. Helping Hand Conditional Cash Transfer Program

Providing: (a) Cash Transfers to Beneficiaries under the Conditional Cash Transfer Program in the Targeted Areas; and (b) technical support to increase the effectiveness of the Conditional Cash Transfer Program.

#### 2.2. Social and Behavior Changing Communication and Village Facilitator Support

Supporting the delivery of Social and Behavior Change Communication (SBCC), village level monitoring of conditionalities, and collection of child scorecard data.

#### Part 3: Implementation Management Support and Institutional Strengthening

Providing technical and operational support for: (a) project management and coordination, including financial management and disbursement, procurement, environmental and social risk and impact management, grievance redress mechanisms, and monitoring, reporting and evaluation; and (b) spot-checks and business process review of the Help Hand CCT Program.

#### Part 4: Enhancing the Nutrition Convergence Oversight and Coordination

Providing technical and operational support for the overall oversight and coordination of nutrition convergence program, including:

- (a) supporting MPI's leadership and coordination of the nutrition convergence program at national and sub-national levels;
- (b) strengthening the nutrition convergence monitoring and evaluation system;

- (c) promoting and tracking convergence of priority nutrition services at the individual level through the implementation of an innovative child scorecard; and
- (d) supporting MPI's coordination with MOH of social and behavior change communication interventions and community delivery platforms.

## **Part 5: Contingent Emergency Response**

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

#### **SCHEDULE 2**

#### **Project Execution**

#### **Section I.** Implementation Arrangements

#### A. Institutional Arrangements.

- 1. The Recipient, through the MAF and MPI, shall maintain, throughout the period of implementation of the Project, Project implementation structures at the national, provincial and district levels, all with composition, functions, staffing and resources satisfactory to the Association and set out in the Project Operations Manual.
- 2. Without limitation to the foregoing, the Recipient, through the MAF and MPI, shall:
  - (a) establish and thereafter maintain a Steering Committee, chaired by Deputy Minister of Ministry of Agriculture and Forestry and including members from the Ministry of Agriculture and Forestry, Ministry of Planning and Investment, and other relevant ministries and agencies involved in the implementation of the Project, which shall be responsible, *inter alia*, for: (i) monitoring the overall progress of the Project and providing strategic guidance on its implementation and the achievement of its objectives; and (ii) facilitating coordination of Project activities.
  - (b) establish and thereafter maintain a Project Management Unit within MAF, which shall be responsible, *inter alia*, for carrying out Parts 1, 2, and 3 of the Project's day-to-day implementation and management, preparation of relevant Annual Work Plans and Budgets and procurement plan(s), monitoring and evaluation, and management of relevant environmental and social impacts;
  - (c) establish and thereafter maintain a Project Management Unit within MPI, which shall be responsible, *inter alia*, for carrying out Part 4 of the Project's day-to-day implementation and management, preparation of relevant Annual Work Plans and Budgets and procurement plan(s), monitoring and evaluation, and management of relevant environmental and social impacts;
  - (d) at provincial level, prior to the commencement of any Project activity in the respective province, establish and thereafter maintain a Provincial Project Coordinating Unit, which shall be responsible, *inter alia*, for: (i) providing technical support and supervision for the implementation of

- Project activities in the province; and (ii) coordination with the relevant provincial nutrition committee; and
- (e) at district level, prior to the commencement of any Project activity in the respective district, establish and thereafter maintain a District Project Implementing Unit, which shall be responsible, *inter alia*, for: (i) implementing the Project activities in the district and villages; (ii) deploying and supervising the community mobilization officers; and (iii) coordination with the relevant district nutrition committee and village authorities.

#### **B.** Project Operations Manual.

1. The Recipient, through the MAF and MPI, shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in the Project Operations Manual (provided, however, that in the event of any conflict between the arrangements and procedures set out in the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail); and shall not amend, abrogate or waive any provision of the Project Operations Manual unless the Association has provided its prior no-objection thereof in writing.

#### C. Annual Work Plans and Budgets.

#### 1. The Recipient shall:

- (a) through the MAF and MPI, prepare an annual work plan and budget ("Annual Work Plan and Budget") for each Respective Part of the Project for the following Fiscal Year; and through MAF, not later than November 30 of each year, submit a consolidated Annual Work Plan and Budget in a manner and substance satisfactory to the Association, covering the activities and expenditures proposed for the subsequent year of Project implementation, and the source(s) of financing of such activities and expenditures; which plan and budget shall be of such scope and detail as the Association shall have reasonably requested, except for the Annual Work Plan and Budget for the first Fiscal Year which shall be furnished to the Association prior to the commencement of the relevant activities under the Project; and
- (b) through the MAF and MPI, thereafter implement the activities under the Project during the relevant Fiscal Year in accordance with such plan and budget as agreed with the Association.

#### D. 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, as 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, 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.

#### E. Cash Transfers

- 1. To facilitate the carrying out of Part 2.1 of the Project, the Recipient, through MAF, shall ensure that the selection and enrolment of Beneficiaries and the provision of Cash Transfers are conducted in accordance with the provisions of this Agreement and the Cash Transfer Manual in a manner satisfactory to the Association.
- 2. Without limitation to the generality of Section I.E.1 above, the Recipient, through MAF, shall:
  - (a) ensure that no Beneficiary shall be eligible to receive a Cash Transfer unless such Beneficiary has been selected in accordance with the eligibility criteria, guidelines and procedures set forth in the Cash Transfer Manual;
  - (b) no later than one (1) month after the Effective Date and in any event, prior to the distribution of Cash Transfers to Beneficiaries enter into agreement(s) with one or more Payment Agents ("Payment Agent Agreement(s)"), under terms and conditions acceptable to the Association, which shall include, *inter alia*:
    - (i) the Payment Agent shall distribute, on behalf of MAF, the Cash Transfers to Beneficiaries in accordance the eligibility criteria guidelines, and procedures as set out in the Cash Transfer Manual;
    - (ii) the Payment Agent shall comply with the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient;

- (iii) the Payment Agent shall take appropriate measures to prevent, inform on, respond to and investigate corrupt, fraudulent, collusive, coercive and obstructive practices with respect to their payment of Cash Transfers;
- (iv) the Payment Agent shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing the provision of the Cash Transfer to the Beneficiaries at least two years after the Closing Date;
- (v) the Payment Agent shall enable the Recipient and/or the Association to inspect its operation and any relevant accounts, records and documents;
- (vi) the Payment Agent shall permit the Recipient and/or the Association to have such accounts, records, and other documents audited by independent auditors under the terms of reference acceptable to the Association;
- (vii) the Payment Agent shall 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;
- (viii) the Recipient, through MAF, shall suspend or terminate the Payment Agent's right to process the Credit proceeds or obtain a refund of all or any part of the amount of the Financing processed by the Payment Agent that is not in accordance with the Payment Agent Agreement;
- (ix) the Recipient, through MAF, shall obtain restitution from the Payment Agent of any amount of the Financing with respect to which fraud and corruption has occurred; and
- (x) exercise its rights and carry out its obligations under the Payment Agent Agreement in such a manner as to protect the interests of the Recipient and the Association, and to accomplish the purposes of the Credit; and shall not amend, suspend, terminate or waive any provision of the Payment Agent Agreement in such a manner so as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to comply with its Project related obligations set forth in this Agreement (including the provisions related to the Anti-Corruption Guidelines). In case of any conflict between the terms of the Payment Agent Agreement

and those of this Agreement, the terms of this Agreement shall prevail.

#### F. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
  - a manual ("CERC Manual") is prepared and adopted in form and (a) substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
  - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
  - (c) the Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CERC Manual nor the Emergency Action Plan is amended, suspended, abrogated, repealed, or waived without the prior written approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Association.
- 3. The Recipient shall ensure that:

- (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
- (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

#### Section II. Project Monitoring, Reporting and Evaluation

#### A. Project Reports

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

#### B. Mid-term Review

The Recipient shall: (a) on or about the date thirty (30) months after the Effective Date, prepare and furnish to the Association a mid-term report, in such detail as the Association shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to this Part A, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objectives during the period following such date; and (b) review with the Association such mid-term report, on or about the date forty-five (45) days after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the Association's views on the matter.

C. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

#### 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 Credit (A) allocated (expressed in SDR)	Amount of Credit (B) allocated (expressed in SDR)	Percentage of expenditures to be Financed (Inclusive of Taxes)
(1) Goods, works, non- consulting services, consulting services, Training and Workshops, and Operating Costs for the Project	9,150,000	1,050,000	100%
(2) Cash Transfers	12,250,000	5,750,000	100% of the amount disbursed
(3) Emergency Expenditures	0	0	100%
TOTAL AMOUNT	21,400,000	6,800,000	

#### 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; or
  - (b) for Emergency Expenditures under Category (3), unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (3); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

- (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
- 2. The Closing Date is December 8, 2028.

#### **SCHEDULE 3**

#### **Repayment Schedule**

## I. REPAYMENT OF CREDIT (A)

Date Payment Due	Principal Amount of Credit (A) repayable (Expressed as a percentage) *
On each April 15 and October 15:	
commencing April 15, 2029, to and including	1.65%
October 15, 2048	
commencing April 15, 2049, to and including	3.40%
October 15, 2053	

<sup>\*</sup> The percentages represent the percentage of the principal amount of Credit (A) to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

#### II. REPAYMENT OF CREDIT (B)

Date Payment Due	Principal Amount of Credit (B) repayable (Expressed as a percentage) *
On each April 15 and October 15:	
commencing April 15, 2030, to and including April 15, 2035	8.33334%
on October 15, 2035	8.33326%

<sup>\*</sup> The percentages represent the percentage of the principal amount of Credit (B) to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

#### **APPENDIX**

#### **Definitions**

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.
- 2. "Beneficiary" means a pregnant woman or a young child under two years old from poor and vulnerable households in the selected districts selected for the nutrition convergence approach in accordance with the eligibility criteria and procedures set forth in the Cash Transfer Manual, to receive a Cash Transfer, and the term "Beneficiaries" means collectively all such Beneficiaries.
- 3. "Cash Transfer" means a cash payment made out of the proceeds of the Financing to a Beneficiary under Part 2.1 of the Project, in accordance with the provisions of Section I.E of Schedule 2 to this Agreement and the requirements of the Cash Transfer Manual; and "Cash Transfers" means, collectively, all such cash payments.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 5. "CCT" means Conditional Cash Transfer.
- 6. "Conditional Cash Transfer Program" or "CCT Program" means the Recipient's Helping Hand Conditional Cash Transfer Program implemented by Ministry of Agriculture and Forestry.
- 7. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
- 8. "CERC Manual" means the manual referred to in Section I.F of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association and which is an integral part of the Project Operations Manual.
- 9. "Credit (A)" means the credit in the amount referenced in Section 2.01(a) of this Agreement and the Credit for purposes of paragraph 24 of the General Conditions.
- 10. "Credit (B)" means the credit in the amount referenced in Section 2.01(b) of this Agreement and the Credit for purposes of paragraph 24 the General Conditions.

- 11. "DHIS2" means the District Health Information System 2 managed by the Recipient's Ministry of Health.
- 12. "District Project Implementing Unit" means the unit to be established and maintained by the MAF at district level, as referred to in Section I.A.2(e) of Schedule 2 to this Agreement.
- 13. "e-CRVS" means the Civil Registration and Vital Statistics System managed by the Recipient's Ministry of Home Affairs.
- 14. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 15. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual in accordance with the provisions of Section I.F of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
- 16. "Emergency Action Plan" means the plan referred to in Section I.F of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
- 17. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated October 10, 2023, 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.
- "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"; (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 African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental

- and Social Standard 9: Financial Intermediaries"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 19. "Fiscal Year" means the Recipient's fiscal year, which commences on January 1 and closes on December 31 of each year.
- 20. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (Last revised on July 15, 2023).
- 21. "MAF" means the Recipient's Ministry of Agriculture and Forestry, or any successor thereto.
- 22. "MPI" means the Recipient's Ministry of Planning and Investment, or any successor thereto.
- 23. "Operating Costs" means reasonable costs required for the day-to-day coordination, administration, operation and supervision of Project activities, including leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel, office supplies, utilities, consumables, communication expenses (including postage, telephone and internet costs), translation, operating costs of information campaigns including media costs; printing and photocopying expenses, bank charges, publications and advertising expenses, insurance, Project-related meeting expenses, Project-related travel, subsistence and lodging expenses, and other administrative costs and costs of contractual staff directly related to the Project, but excluding consulting fees and salaries, bonuses, fees and honoraria or equivalent payments of members of the Recipient's civil service.
- 24. "Payment Agent" means a Cash Transfer service provider contracted by the Recipient through MAF to assist in the carrying out of Part 2.1 of the Project acceptable to the Association; and "Payment Agents" means the plural thereof.
- 25. "Payment Agent Agreement" means the agreement referred to in paragraph 2(b) of Section I.E of Schedule 2 to this Agreement; and "Payment Agent Agreements" means the plural thereof.
- 26. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online

- identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 27. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 28. "Project Operations Manual" means the manual to be adopted by the Recipient, through MAF and MPI, for the implementation of the Project referred to in Section I.B of Schedule 2 to this Agreement, containing detailed arrangements and procedures for: (a) institutional coordination, including staffing plans of the Project Management Units, and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement; (d) environmental and social risks and impacts management; (e) monitoring and evaluation, reporting and communication; (f) an integrity action plan, (g) personal data collection and processing in accordance with good international practice, roles and responsibilities for Project implementation; (h) eligibility criteria, appraisal, approval and administration arrangements and procedures for provision of Cash Transfers to the Beneficiaries ("Cash Transfer Manual"); (i) Social Registry Manual; and (j) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; as said manual may be modified from time to time with the prior written no-objection of the Association, and such term includes any schedules to such manual.
- 29. "Project Management Unit" means: (a) with respect to Parts 1, 2, and 3 of the Project, the unit to be established and maintained by the MAF, and (b) with respect to Part 4 of the Project, the unit to be established and maintained by the MPI; both as referred to in Section I.A.2(b) of Schedule 2 to this Agreement.
- 30. "Provincial Project Coordinating Unit" means the unit to be established and maintained by the MAF at provincial level, as referred to in Section I.A.2(d) of Schedule 2 to this Agreement.
- 31. "Respective Part of the Project" means (a) Parts 1, 2 and 3 of the Project to be implemented by the Recipient, through MAF, and (b) Part 4 of the Project to be implemented by the Recipient, through MPI.
- 32. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 33. "Social Registry Manual" means the manual to be adopted by the Recipient, through MAF, containing detailed arrangements and procedures for the implementation of Part 1.1 of the Project, including, inter alia: (i) the modalities for social registry, method to identify poor and vulnerable households; (ii) data

- collection and validation procedures; (iii) grievance redress mechanisms; (iv) data protection; and (v) institutional arrangements.
- 34. "Steering Committee" means the committee to be established by MAF and functioning in accordance with Section I.A.2(a) of Schedule 2 to this Agreement; or any successor thereto.
- 35. "Targeted Areas" means, collectively, the priority districts in the Recipient's provinces of Phongsaly, Oudomxai, Houaphanh, Xiengkhuang, Savannakhet, Saravanh, and Sekong (or any other provinces as agreed with the Association) which are selected in accordance with the eligibility criteria set forth in the Project Operations Manual to benefit from the activities of the Project.
- 36. "Training and Workshops" means the reasonable costs incurred by the Recipient for training under the Project and directly attributable to seminars, workshops and study tours, along with travel and subsistence allowances for training participants, course fees, services of trainers, rental of training facilities, preparation, acquisition, distribution and reproduction of training materials, and other activities directly related to course preparation and implementation.