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MYANMAR PARTNERSHIP MDTF GRANT NUMBER C4262

*Myanmar Partnership Multi-Donor Trust*  
*Fund*  
**Grant Agreement**

(Additional Financing to the Myanmar Community Support Project)

between

**INTERNATIONAL COMMITTEE OF THE RED CROSS**  
(For the benefit of the Republic of the Union of Myanmar)

and

**INTERNATIONAL DEVELOPMENT ASSOCIATION**  
(Acting as administrator of Myanmar Partnership Multi-Donor Trust Fund)

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**MYANMAR PARTNERHIP MDTF GRANT NUMBER C4262**

**Myanmar Partnership Multi-Donor Trust Fund  
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between the INTERNATIONAL COMMITTEE OF THE RED CROSS (“Recipient” or “ICRC”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”) acting as administrator of the Myanmar Partnership Multi-Donor Trust Fund (MDTF), for the purpose of providing additional financing for scaling-up activities related to the Original Project.

**WHEREAS:**

(A) Pursuant to the Headquarters Agreement between the Recipient and the Republic of the Union of Myanmar (Myanmar) dated May 8, 2020 (“Headquarters Agreement”), ICRC accredited its delegation to operate and implement programs within the territory of Myanmar for the benefit of the people of Myanmar (“ICRC Delegation”) consistent with the Recipient’s Documents and the laws and regulations in force within the territory of Myanmar;

(B) the Bank and ICRC, in the spirit of partnership and cooperation, have entered into an Operational Framework Agreement in 2020, setting out the agreements and understandings on operational collaboration in exceptional situations;

(C) by an agreement between the Bank and World Food Programme (WFP), the Bank will make a grant available to WFP to assist in financing Parts 1 and 2 of the Project to be implemented by WFP;

(D) under the Original Grant Agreement, the Bank decided to provide the Recipient with a grant in an aggregate amount equivalent to seven million nine hundred thousand United States Dollars (\$7,900,000) (“Original Financing”) to assist in financing the Original Project; and

(E) the Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend to the Recipient a grant for the benefit of the people of Myanmar, in support of activities related to the Original Project and described in Schedule 1 to this Agreement (“Project”), upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Recipient and the Bank hereby agree as follows:

**Article I**  
**Standard Conditions; Definitions**

- 1.01. The Standard 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 Standard Conditions or in the Appendix this Agreement.

**Article II**  
**The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out Parts 3 and 4 (its “Respective Parts of the Project”) in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

**Article III**  
**The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed five million five hundred twenty thousand United States Dollars (\$5,520,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned MDTF for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV**  
**Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

- (a) The Recipient's Documents have, in the opinion of the Bank, been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.
- (b) The obligations under the Headquarters Agreement relating to the operations of the ICRC Delegation have been amended in a manner that does not enable the Recipient to comply with its obligations under this Agreement.

**Article V**  
**Effectiveness; Termination**

- 5.01. By signing the Grant Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, the Grant Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is required to make such Grant Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Grant Agreement is legally binding upon the Recipient in accordance with its terms.
- 5.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

**Article VI**  
**Recipient's Representative; Addresses**

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Head of Resource Mobilization of ICRC.

6.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's address is:

International Committee of the Red Cross  
19 Avenue de la Paix  
1202 Geneva  
Switzerland ; and

(b) the Recipient's Electronic Address is:

Telex:	E-mail:
+41227489487	ccantoni@icrc.org

6.03. For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

INTERNATIONAL COMMITTEE OF THE RED CROSS  
(for the benefit of the Republic of the Union of Myanmar)

Signed by:

Daniel Littlejohn-Carrillo

Authorized Representative

Name: Daniel Littlejohn Carrillo

Title: Head of Resource Mobilization

26-Mar-2024

Date: \_\_\_\_\_

Witnessed by:

Clementina Cantoni

Name: Clementina Cantoni

Title: Partnership Manager

26-Mar-2024

Date: \_\_\_\_\_

INTERNATIONAL DEVELOPMENT  
ASSOCIATION

(acting as administrator of the Myanmar Partnership Multi-Donor  
Trust Fund)

By

Mariam J. Sherman

Authorized Representative

Mariam J. Sherman

Name: \_\_\_\_\_

Title: Country Director

26-Mar-2024

Date: \_\_\_\_\_

## SCHEDULE 1

### Project Description

The objective of the Project is to improve food security and livelihoods of vulnerable populations in Selected Areas of Myanmar.

The Project consists of the following parts:

#### **Part 1. Protect Human Capital**

Supporting WFP through:

- (a) Provision of Cash Transfers and Food Transfers to vulnerable populations in Selected Areas.
- (b) Provision of support to the Recipient for implementing, monitoring, and adjusting the activities set out in sub-paragraph (a) above as needed, including, *inter alia*: supporting the Recipient to identify and enroll potential Beneficiaries and monitor the implementation and impact of said activities at the local level (including through regular post-distribution surveys), and detect irregularities and areas for improvement through Beneficiary feedback and grievance redress mechanisms.

#### **Part 2. Improve Nutrition of Vulnerable Groups**

Supporting WFP through:

- (a) Provision of Food Transfers (specialized nutritious foods) to at-risk children under the age of five and pregnant and lactating women and girls; raising awareness, increasing knowledge, and mobilizing communities and families to support women in adopting nutrition-promoting behaviors, especially among pregnant and lactating women/girls and women with children under the age of two.
- (b) Provision of technical support to promote optimal infant and young child feeding practices through conducting infant and young child feeding sessions during food distributions and providing regular health education and awareness training to mother-support groups in Selected Areas.
- (c) Provisions of technical support to enhance women's knowledge of nutrition practices through conducting information sessions and implementing e-payment systems where feasible for the distribution of Cash Transfer to improve women's financial inclusion.

### **Part 3. Support Sustainable Livelihoods**

Supporting the Recipient through:

- (a) Provision of Cash Transfers to vulnerable populations in Selected Areas.
- (b) Provision of Cash for Work Transfers to Beneficiaries for carrying out labor-intensive works, such as constructing or repairing communal infrastructure such as roads, drainage or irrigation systems that would have a positive impact on local livelihoods.
- (c) Provision of agricultural inputs to households, such as seeds for staple crops, vegetables, tools, and fertilizer and provision of training and coaching support to households to cover topics, including best practices in integrated pest management practices, the proper use of fertilizers and post-harvest processing.

### **Part 4. Ensure Access to Basic Services**

Supporting the Recipient in:

- (a) Undertaking community mobilization and participatory needs assessment process with communities to determine the types of infrastructure Sub-projects to be carried out; and undertaking a security assessment to determine the feasibility of proceeding with relevant construction.
- (b) Carrying out small infrastructure civil works to provide or expand access to essential basic services in local communities in Selected Areas, such as shelters, latrines, showers and wash basins at IDP sites and return villages; improvements to access to drinking water (including tap stands, boreholes, reservoir improvements, pipelines, and handpumps) that would also include, where required, safety and access infrastructure, such as fencing, pathways, small jetties, small wooden bridge(s) and access roads; water supply and solid waste management (such as waste pits, bins, fencing and billboards); small community school(s), health structures and related access road(s), and solar lighting(s).



## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Institutional and Other Arrangements**

##### **A. Institutional Arrangements.**

1. The Recipient shall at all times during the implementation of its Respective Parts of the Project:
  - (a) maintain the ICRC Delegation in Myanmar with the day-to-day responsibility for implementation of its Respective Parts of the Project; and
  - (b) maintain appropriate presence and deploy staff in adequate numbers, as may be practicable and required for the purpose of its Respective Parts of the Project within the territory of Myanmar, including a multidisciplinary team satisfactory to the Bank.
2. Upon request by the Bank, the Recipient shall ensure that any additional due diligence measures regarding its Respective Parts of the Project, such as Agreed Upon Procedures (ISRS 4400), are carried out exclusively in accordance with its Financial Rules and Regulations.

##### **B. Implementation Arrangements**

1. The Recipient shall carry out its Respective Parts of the Project with due diligence and efficiency in conformity with appropriate administrative, financial, technical, Environmental and Social Standards and practices and in accordance with this Agreement, the ESCP, and the Project Operations Manual and shall promptly provide the funds, facilities, services, and other resources required for its Respective Parts of the Project.
2. The Recipient shall, at all times during the implementation of its Respective Parts of the Project, ensure:
  - (a) compliance with any laws and/or regulations of Myanmar applicable to it with regard to its operations within the territory of Myanmar; and
  - (b) that all governmental clearances and approvals, as may be required to allow its staff to operate and undertake activities under its Respective Parts of the Project within Myanmar, are obtained.

**C. Project Operations Manual**

1. The Recipient shall, by no later than one (1) month after the Effective Date, update, adopt and maintain throughout the Project implementation period, the operations manual for the Original Project (the “Project Operations Manual” or the “POM”), in form and substance satisfactory to the Bank, to take into account any aspects of the Project which were not part of the Original Project and include the guidelines needed for the Recipient’s obligations under this Agreement. The POM shall contain, *inter alia*, detailed arrangements and procedures for: (i) implementation arrangements, including modalities to ensure implementation flexibility for Parts 3 and 4 of the Project to allow adapting Project activities due to unforeseeable changes of circumstances, such as safety issues; (ii) administrative aspects; (iii) procurement; (iv) implementation of environmental and social arrangements set out in the ESCP; (v) financial management, disbursement and accounting; (vi) monitoring, evaluation and reporting; (vii) eligibility criteria and operating procedures for provision of Cash Transfers and Cash for Work Transfers; (viii) the modalities for handling Personal Data (i.e., updating Personal Data collection and processing) in accordance with ICRC policies and procedures; and (ix) any such other technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation.
2. The Recipient shall: (i) furnish the updated manual referred to in Section I.C.1 above to the Bank for review; (ii) afford the Bank a reasonable opportunity to exchange views with the Recipient on said manual, and, in the event that a provision of the POM may result in Recipient’s non-compliance with its regulations, rules, policies and procedures, consult with the Bank with a view to find a mutually agreeable resolution; and (iii) thereafter adopt said manual as shall have been approved by the Bank.
3. The Recipient shall: (i) carry out its Respective Parts of the Project in accordance with the POM; and (ii) not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the POM or any provision thereof, without the prior written agreement of the Bank.
4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the POM, and those of this Agreement, the provisions of this Agreement shall prevail.

**D. Annual Work Plans and Budgets**

1. The Recipient shall, not later than one (1) month after the Effective Date, and thereafter, on December 1, of each year during the implementation of its Respective Parts of the Project, or such later date as the Bank may agree in writing (in the event that the Closing Date is extended), prepare and furnish to the Bank for its approval, an annual work plan and budget (“Annual Work Plan and Budget”

or “AWPB”) containing all proposed activities for inclusion in the Recipient’s Respective Parts of the Project during the following calendar year, together with the financing plan for such activities and a timetable for their implementation.

2. The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on such proposed AWPB and thereafter ensure that its Respective Parts of the Project are implemented in accordance with such AWPB as shall have been approved by the Recipient and the Bank.
3. The Recipient shall ensure that its Respective Parts of the Project are implemented in accordance with the AWPB may be subsequently revised or updated with the prior written agreement of the Bank (provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail).

**E. Cash Transfers under Part 3(a) of the Project and Cash for Work Transfers under Part 3(b) of the Project**

For the implementation of Parts 3(a) and 3(b) of the Project, the Recipient shall provide Cash Transfers and Cash for Work Transfers to eligible Beneficiaries in accordance with the eligibility criteria and procedures specified in the POM.

**F. Third-Party Monitoring**

The Recipient shall ensure that the Third-Party Monitoring Agent(s) (TPMA) has access to all relevant information and to Project-related sites and activities necessary to carry out Third-Party Monitoring throughout implementation of the Project. The Recipient shall appoint a focal person to attend the requests of the Third-Party Monitoring Agent(s). The TPMA’s terms of reference shall be defined by the Bank and be shared with the Recipient for review and agreement.

**G. Environmental and Social Standards.**

1. The Recipient shall ensure that its Respective Parts of the Project are carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that its Respective Parts of the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. 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 Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. Without limitation upon the provisions of paragraph 2 immediately above, if sixty (60) days prior to the Closing Date, the Bank determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation from the Grant for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Bank.
- 4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 5. The Recipient shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, 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 Bank 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.

6. The Recipient shall establish, if not already in existence, 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 Bank.
7. 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.

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

### **A. Project Reports**

1. The Recipient shall carry out its supervision and monitoring of its Respective Parts of the Project activities, in accordance with its own policies and procedures, and shall submit information related to said supervision and monitoring to the Bank through Project Report described below.
2. The Recipient shall furnish to the Bank each Project Report, in form and substance acceptable to the Bank, not later than forty-five (45) days after the end of each calendar quarter, covering said calendar quarter.
3. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to its Respective Parts of the Project, the Recipient shall ensure that such information, report or document does not include Personal Data.

## **Section III. Procurement**

1. All works, goods, non-consulting services and consulting services required for carrying out the Recipient's Respective Parts of the Project and financed out of the proceeds of the Grant shall be procured in accordance with the applicable procurement policies, procedures, regulations and practices of the Recipient, as such procurement policies, procedures, regulations and practices have been assessed and found to be acceptable by the Bank.

2. The Recipient shall implement its Respective Parts of the Project in accordance with the Procurement Plan as shall have been approved by the Bank (“Procurement Plan”).
3. The Recipient shall prepare and furnish to the Bank, on a quarterly basis, reports on implementation of the Procurement Plan (“Procurement Report”) in form and substance satisfactory to the Bank. The first said Procurement Report shall be furnished to the Bank no later than forty-five (45) days after the end of the first quarter after the Effective Date, and shall cover the period from the Effective Date through the end of such first quarter; thereafter, each Procurement Report shall be furnished to the Bank not later than forty five (45) days after each subsequent quarter, and shall cover such quarter period.
4. If the Bank determines that the procurement policies, procedures, regulations, or practices of the Recipient have been modified, suspended, or waived such that they are no longer acceptable to the Bank, the Bank may, in addition to the Bank’s other rights under the Agreement, revoke the procurement provisions set out in paragraph 1 of this Section III.
5. Complaints received by the Bank relating to the Recipient’s procurement of goods, works, non-consulting services and consulting services to be financed out of the proceeds of the Grant shall be promptly forwarded to the Recipient for review and resolution. The Recipient shall keep the Bank informed of its review of such complaints and shall take into account the Bank’s comments in resolving such complaints.
6. The Recipient shall ensure that all civil works procurement packages in excess of US\$150,000 in value must be contracted by March 31, 2024. In the event that any of such procurement package fails to be contracted by said date, the Grant proceeds allocated to such procurement package shall be allocated to other Project activities, unless the Bank agrees otherwise.

#### **Section IV. Withdrawal of Grant Proceeds**

##### **A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; and (c) Disbursement and Financial Information Letter addressed or to be addressed by the Bank to the Recipient for purposes of the Grant, to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table.

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1)(a) Goods, works, non-consulting services, consulting services, Cash Transfers, Cash for Work Transfers and Trainings under Parts 3 and 4 of the Project	3,049,375	100%
(1)(b) Direct Costs (Operations Time Reporting) related to Parts 3 and 4 of the Project	1,173,787	100%
2(a) Indirect Costs (Support) related to Parts 3 and 4 of the Project	960,254	100%
2(b) Overhead Costs (6.5%) related to Parts 3 and 4 of the Project	336,584	100%
<b>TOTAL AMOUNT</b>	<b>5,520,000</b>	

**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 Signature Date, except that withdrawals up to an aggregate amount not to exceed \$1,104,000 may be made for payments made prior to this date but on or after January 1, 2024, for Eligible Expenditures.
2. The Closing Date is September 30, 2024.

## APPENDIX

### Definitions

1. “Agreed Upon Procedures (ISRS 4400)” means procedures performed to obtain additional assurance regarding information presented in the ICRC financial statements pursuant to the International Standard on Related Services (ISRS) 4400.
2. “Annual Work Plan and Budget” or “AWPB” means each annual work plan, together with the related budget, for Parts 3 and 4 of the Project approved by the Bank pursuant to the provisions of Section I.D of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard 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.
4. “Beneficiary” means an individual or a household eligible to receive Cash Transfers, Food Transfers, and/or Cash for Work Transfers, all selected in accordance with the eligibility criteria set forth in the Project Operations Manual (as defined hereunder), and the term “Beneficiaries” means the plural thereof.
5. “Cash for Work Transfer” means a reasonable amount to be provided to an eligible Beneficiary under Part 3(b) of the Project in accordance with the eligibility criteria and procedures set out in the Project Operations Manual, and the term “Cash for Work Transfers” means the plural thereof.
6. “Cash Transfers” means the cash transfers to be provided under Parts 1(a) and 3(a) of the Project in accordance with the eligibility criteria and procedures set out in the POM.
7. “Category” means a category set forth in the table in Section IV.A of Schedule 2 to this Agreement.
8. “Controller” means the natural or legal person (including public authority, agency, NGO or other body) which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
9. “Direct Costs (Operations Time Reporting)” means for the purpose of the Project, the actual costs of the Recipient that can be directly traced to the deliverables and technical outputs on account of implementation of Parts 3 and 4 of the Project, including staffing, operating expenses and communications under Parts 3 and 4 of the Project.



10. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated December 13, 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.
11. “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”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
12. “Financial Rules and Regulations” means ICRC’s financial rules, policies and directives pertaining to accounting, financial reporting and auditing as provided in the document “International Committee of the Red Cross (ICRC) Financial Regulations April 2017” and the document “Rules on Financial Management Delegation of the International Committee of the Red Cross (ICRC) in Myanmar 10 June 2020.”
13. “Headquarters Agreement” means the Headquarters Agreement between the Recipient and Myanmar dated May 8, 2020 referred to in paragraph (A) of the Preamble to this Agreement.
14. “ICRC Delegation” means the Recipient’s delegation accredited to operate and implement programs within the territory of Myanmar for the benefit of the people of Myanmar.
15. “IDP” means internal displaced person.

16. “Indirect Costs (Support)” means, for the purposes of the Project, the actual costs of the Recipient that can be directly traced to the deliverables and technical outputs on account of management and supervision of Parts 3 and 4 of the Project.
17. “Myanmar” means Republic of the Union of Myanmar.
18. “Overhead Costs” means the indirect costs incurred by the Recipient as a function and in support of Parts 3 and 4 of the Project, which cannot be traced unequivocally to the deliverables and technical outputs of Parts 3 and 4 of the Project.
19. “Personal Data” mean 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 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.
20. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
21. “Procurement Plan” means the Recipient’s procurement plan for its Respective Parts of the Project, dated November 3, 2023, as the same shall be updated from time to time with the prior written approval of the Bank.
22. “Project Operations Manual” and “POM” each means the manual to be updated and adopted in accordance with the provisions of Section I.C.1 of Schedule 2 to this Agreement, as such manual may be amended from time to time with the prior written approval of the Bank.
23. “Recipient’s Documents” means Registration Number CH-660.1.353.006-1 acknowledging the existence of the International Committee of the Red Cross, an association established pursuant to the Civil Code of Switzerland; and registered in the Geneva Register of Commerce, and the Headquarters Agreement between Myanmar and the Recipient, providing for recognition of the Recipient’s legal personality and its framework of operation in Myanmar.
24. “Respective Parts of the Project” means with respect to:
  - (a) ICRC, Parts 3 and 4 of the Project; and
  - (b) WFP, Parts 1 and 2 of the Project.

25. “Selected Areas” means areas within which Project activities will be undertaken, selected based on criteria agreed upon with the Bank and as determined through the Recipient’s further needs assessments, as further described and identified in the POM.
26. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
27. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
28. “Third-Party Monitoring” means monitoring activities of the Recipient (including, *inter alia*: periodic site visits; assessment of local context and conditions; interviews; awareness raising; Training and preparation of reports) to be carried out by a Third-Party Monitoring Agent, with the purpose of carrying out satisfactory monitoring and evaluation of the activities of the Project.
29. “Third-Party Monitoring Agent” means a firm or organization, with internationally recognized expertise in monitoring and evaluation of development projects, including for financial management, procurement, and social and environmental safeguards aspects of such development projects, to be engaged by the Bank for carrying out Third-Party Monitoring in accordance with Section I.F of Schedule 2 to this Agreement.
30. “Training” means the costs associated with training provided under the Recipient’s Respective Parts of the Project based on the AWPB, such term including seminars, workshops, and associated travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation of the training.