LOAN NUMBER 9583-BR

Loan Agreement

Pró-Gestão ACRE: Public Sector Management Efficiency Project (Programa de Sustentabilidade Fiscal, Eficiência e Eficácia do Gasto Público do Estado do Acre)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

STATE OF ACRE

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and STATE OF ACRE ("Borrower"). The Bank and the Borrower 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 - LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of forty million Dollars (USD 40,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement. All withdrawals from the Loan Account (to which the amounts of the Loan are credited) shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank. The Borrower's Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is the Secretary in charge of SEPLAN, or any person or persons whom he/she shall designate.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are March 15 and September 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.
- 2.08. The Borrower may request the Conversions of Loan terms, in each case with the prior noobjection of the Guarantor, through its Secretariat of the National Treasury of the Guarantor's Ministry of Finance.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower, under the overall management and coordination of SEPLAN, shall carry out the Project through:
 - (i) SEAD for Parts 1(a), 1 (c) and 1 (f) of the Project;
 - (ii) ACREPREVIDÊNCIA for Part 1(b) of the Project;
 - (iii) SEPLAN and SEFAZ for Part 1(d) of the Project;
 - (iv) SANEACRE for Part 1(e) of the Project;
 - (v) SESACRE for Part 2 (a) of the Project;
 - (vi) SEE for Part 2 (b) of the Project;
 - (vii) SEASD for Part 2 (c) of the Project; and
 - (viii) SEPLAN for Part 3 of the Project,

all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely that any of the Implementing Agencies shall have failed to perform any of their respective obligations under the decree mentioned in paragraph (b) of Section 5.01 of this Agreement so as to affect materially and adversely, in the opinion of the Bank, the ability of the Borrower to perform any of its obligations under this Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of ninety (90) days after notice of the event has been given by the Bank to the Borrower and Guarantor.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) that the Project Operations Manual has been adopted in form and substance satisfactory to the Bank; and
 - (b) that the Borrower has issued a decree, in form and substance satisfactory to the Bank, setting out the respective responsibilities in Project implementation of the Implementing Agencies and establishing the PMU.
- 5.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its Governor.
- 6.02. For purposes of Section 10.01 of the General Conditions:
 - (a) the Borrower's address is:

Secretaria de Estado de Planejamento (SEPLAN) Governo do Estado do Acre Av. Getúlio Vargas, 232, Centro, Rio Branco, Acre CEP: 69900-060 - Palácio das Secretarias Brazil; and

(b) the Borrower's Electronic Address is:

E-mail:

acreseplan@gmail.com

With copy to:

<u>cofiex@economia.gov.br</u> gecod.codiv.df.stn@tesouro.gov.br

- 6.03. For purposes of Section 10.01 of the General Conditions:
 - (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

E-mail: jzutt@worldbank.org

With copy to:

E-mail: informacao@worldbank.org

AGREED as of the Signature	AGREED	e Date.
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STATE OF ACRE $\mathbf{B}\mathbf{y}$

Gladson Cameli **Authorized Representative** Name: Gladson Cameli Title: Governor **Date:** 15-May-2024

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

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Authorized Representative

Name: ______

Title: Country Director

Date: 15-May-2024

SCHEDULE 1

Project Description

The objective of the Project is to improve efficiency in public resource management in selected Departments of the Borrower.

The Project consists of the following parts:

Part 1. Whole-of-Government Management Systems

- a) Human Resource Management. Improving the Borrower's efficiency in human resource management through, inter alia: (i) carrying out a technical assistance program for the strategic right-sizing of the workforce of selected agencies and departments; (ii) designing and implementing a workforce right-sizing platform integrated with the human resources management system to identify core competencies of public officials and organizations' adequate hiring (iii) implementing a personnel management dashboard, including dynamic distribution of the workforce, replacement alarms and automated reallocation documentation; (iv) developing and implementing a management analytics and artificial intelligence system for automated payroll audit to reduce errors and fraud; (v) automating human resources management services and other processes identified through the strategic workforce planning referred to in (i) above; (vi) redesigning and implementing human resource services and frameworks based on the strategic workforce planning referred to in (i) above; (vii) designing and implementing new functionalities to the Borrower's human resources management information system; (viii) implementing periodic staff surveys to assess reform implementation and support change management; (viii) carrying out communications and capacity building activities to support the rollout and implementation of the above mentioned activities; and (ix) procuring hardware to support the rollout and implementation of the above-mentioned activities.
- b) Pensions Management. Improving efficiency in the Borrower's pensions management through, inter alia: (i) designing and implementing pension management system functionalities that support auditing the pension payroll, unifying management of benefit concession for all branches of government, and improving users' interface and access to services through the digital platform; (ii) expanding and updating the pension record management information system to increase efficiency and enable operational, actuarial, and financial analyses to reduce costs and allow for better long term financial planning; (iii) procuring hardware to support the implementation of the above-mentioned activities; and (iv) carrying out capacity building to support the implementation of new system and management tools.
- c) Public Procurement. Improving the Borrower's efficiency in public procurement through, inter alia: (i) developing a procurement strategy and an implementation plan to help embed procurement efficiency across the Borrower's purchases; (ii) developing and implementing an integrated digital system for processing and analyzing data and managerial information in public procurement and contract management; (iii) redesigning and automating key processes and flows to ensure cost-effective acquisitions; (iv) designing and implementing

an inventory management system integrated to procurement; (v) designing and implementing a strategic sourcing methodology to help identify demand for goods and services across the government; (vi) applying artificial intelligence using electronic invoices to identify and reduce fraud and corrupt practices; (vii) developing and implementing a system that certifies enterprises and automatizes data aggregation; (viii) carrying out capacity building and certification program for officials working in procurement across the state; (ix) developing and implementing digital systems that support contract management functions and procurement of low value, non-complex goods and services; and (x) procuring hardware to support the deployment of the abovementioned activities.

- d) Public Investment Management and Budgeting. Improving the Borrower's efficiency in investment management and budgeting through, (i) developing and implementing a public project management system for the Borrower's investments, integrating project preparation, screening and appraisal; (ii) preparing a portfolio of technically appraised, implementation ready projects; (iii) designing and implementing a governance strategy to manage the project portfolio execution; (iv) designing and implementing a methodology for efficient budgeting systems and practices for projects; (v) redesigning and implementing the processes and systems oriented to the development of public-private partnerships; (vi) developing and implementing a management system for the transfer of resources from the Borrower to municipalities and organizations, allowing for digital monitoring of project preparation, implementation and accounting; (vii) designing and implementing a cash management information system; (viii) developing and implementing a debt management information system, including a guarantee and a contractual module; (ix) carrying out capacity building for the Borrower's and municipal government's officials on efficient public investment and expenditure management practices, to support the rollout and implementing of the above-mentioned activities; (x) carrying out periodic staff surveys to assess reform implementation and support change management; and (xi) procuring hardware to support the rollout and implementation of the above-mentioned activities.
- e) State Owned Enterprises. Improving the Borrower's water and sanitation efficiency through, inter alia: (i) implementing a financial management information system for sanitation, including modules of billing, charges, registry entries, financial, debt, and service interface; (ii) implementing georeferencing software to integrate information of availability and customer usage; (iii) designing and implementing a telemetry system, including a governance strategy to reduce losses and increase efficiency of the operation; (iv) introduction of communication and capacity-building activities to support the rollout and implementation of these systems and management tools; and (v) procuring hardware to support the rollout and implementation of the above-mentioned activities.
- f) Asset Management. Improving the Borrower's efficiency in asset management through, inter alia: (i) technical assistance to assess up-to-date information of real estate properties, including geospatial data, area, occupation rate, valuations and registry's status; (ii) developing and implementing modules in the public asset management system that includes a risk assessment of real estate assets, and information for decision making and fleet management; (iii) developing and implementing a system for mapping costs of information and communication technologies, including identification of synergies between government-to-government systems, interoperability, and a governance strategy

for new acquisitions and maintenance; and (iv) capacity building on asset management practices and support the rollout and implementation of the above-mentioned activities.

Part 2. Management Systems in Strategic Sectors

- a) *Health.* Improving the efficiency of the Borrower's health management system through, *inter alia*: (i) developing and implementing an expenditure review to identify the cost structure and assess budgeting practices in the Borrower's public health units; (ii) implementing a financial management information system to support budgeting and expenditure management in the Borrower's health units; (iii) design and implementation of a system to improve resource management allocation (iv) introducing communication and capacity-building activities to support the rollout and implementation of the abovementioned activities, including training activities for managers and professionals from strategic sectors of the hospitals; and (v) procuring hardware to support the rollout and implementation of the above-mentioned activities.
- b) *Education*. Improve the Borrower's efficiency in education management through, *inter alia*: (i) carrying out a cost-benefit analysis on school transportation models and school meal procurement procedures, disaggregated by region, to support the decision-making on the system's functionalities and scope; (ii) developing and implementing information technology systems to improve management of transferred resources from the federal government, student enrollment and classroom formation, document monitoring and other transactional tools of SEE; (iii) designing and implementing an integrated financial management system for student transportation; (iv) designing and implementing an integrated financial management system for school meals; and (v) capacity building to support the rollout and implementation of the above-mentioned activities.
- c) Social Assistance. Improving the Borrower's social assistance system through, inter alia: (i) designing and implementing a financial management system for social assistance cofinancing to support the management of social assistance funds transferred to twenty-two (22) municipalities; (ii) business process remodeling at the State level to increase effectiveness and enable operational and financial analysis, higher quality and integration of data, reduced redundance of information and streamlined processes for improving the monitoring and evaluation on the use of financial resources; (iii) communication and capacity-building to support the rollout and implementation of the new system and management tools; and (iv) provision of hardware to support the rollout and implementation of the above-mentioned activities.

Part 3. Project and Change Management

- a) *Project Management*. Provision support to SEPLAN for Project management through, *inter alia*: (i) strengthening its procurement, financial management and environmental and social standards capacity; (ii) developing and implementing a grievance redress mechanism and management information system, in coordination with the Comptroller General; and (iii) carrying out communications and capacity building activities to support Project management functions.
- b) *Change Management*. Provision of technical assistance for change management through, *inter alia*: (i) developing a transversal change management plan and change management

strategy for each the Borrower's areas covered by the scope of the Project; (ii) carrying out studies and surveys to support Project implementation; (iii) carrying out process reviews before information systems are developed; (iv) just-in-time support, as needed and as agreed with the Bank, including advisory services to the *Procuradoria* and technical teams during Project implementation, and knowledge exchange activities; and (v) carrying out communications and capacity building activities.

SCHEDULE 2

Project Execution

Section I. <u>Implementation Arrangements</u>

A. Institutional Arrangements

- 1. The Borrower shall:
 - (a) through SEPLAN be responsible for the overall management, coordination and oversight of the Project, including the Project's administrative, procurement, environmental and social requirements, disbursement, financial management and monitoring and evaluation responsibilities, as set forth in the Project Operations Manual ("POM");
 - (b) establish and thereafter maintain, throughout Project implementation:
 - (i) a Project Management Unit ("PMU") in SEPLAN; and
 - (ii) not later than thirty (30) days after the Effective Date, Project Implementation Units ("PIUs") in each of the Implementing Agencies;

all with staffing, functions and responsibilities acceptable to the Bank, for the implementation of the Project, as set forth in the POM;

- (c) without limitation to the provisions of paragraph (b) of this Section I.A.1, and not later than sixty (60) days after the Effective Date, complete the staffing of the PMU and PIUs as set forth in the POM; and
- (d) not later than sixty (60) days after the Effective Date:
 - (i) establish and thereafter maintain throughout Project implementation a Steering Committee chaired by SEPLAN, an advisory body responsible for the Project oversight, strategic guidance, and coordination, with composition, functions and responsibilities set forth in the POM and acceptable to the Bank: and
 - (ii) appoint all members of the Steering Committee.
- 2. Except as the Bank shall otherwise agree, the Borrower shall not amend, abrogate, suspend, repeal, waive, or fail to enforce any provision under the decree mentioned in paragraph (b) of Section 5.01 of this Agreement.

B. Project Operations Manual

1. The Borrower shall carry out the Project in accordance with a Project Operations Manual containing detailed guidelines and procedures for the implementation of the Project, including *inter alia*:

- (a) a detailed description of the activities and institutional arrangements for the Project;
- (b) the Project administrative, accounting, auditing, reporting, financial, procurement and disbursement procedures;
- (c) the monitoring indicators for the Project;
- (d) the composition and functions of the Steering Committee,
- (e) a detailed description of the mechanisms and systems for Personal Data collection and processing in accordance with international standards and good international practice,
- (f) any other arrangements and procedures as shall be required for the effective implementation of the Project, and
- (g) a copy of the Pró-Gestão ROP,

all in form and substance satisfactory to the Bank, as such manual may be amended by the Borrower from time to time, with the prior written approval of the Bank.

- 2. Except as the Bank may otherwise agree in writing, the Borrower shall not amend, waive, or fail to enforce any provision of the Project Operations Manual without the Bank's prior written approval.
- 3. In case of any conflict between the terms of the Project Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.

C. Environmental and Social Standards.

- 1. The Borrower, through SEPLAN, shall ensure that the Project is 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 Borrower, through SEPLAN shall ensure that 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 Borrower 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. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Borrower, through SEPLAN, 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.
- 5. The Borrower, through SEPLAN, 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 Bank.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall furnish to the Bank each Project Report not later than sixty (60) days after the end of each calendar semester, covering the calendar semester, as further detailed in the Project Operations Manual.

Section III. Withdrawal of Loan Proceeds

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 Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods for the Project	9,850,000	100%
(2) Non-consulting services, consulting services, Operating Costs and Training for the Project	30,050,000	100%
(3) Front-end Fee	100,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(4) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT	40,000,000	

B. Withdrawal Conditions; Withdrawal Period.

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed USD 8,000,000 may be made for payments made prior to this date but on or after the date falling twelve (12) months before the Signature Date, for Eligible Expenditures.
- 2. The Closing Date is December 29, 2028. The Bank may grant an extension of the Closing Date only after the Guarantor's Ministry of Finance has informed the Bank that it agrees with such extension.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

Level Principal Repayments

Principal Payment Date	Installment Share
On each March 15 and September 15	
Beginning March 15, 2028	
through March 15, 2042	3.33%
On September 15, 2042	3.43%

APPENDIX

Definitions

- 1. "ACREPREVIDÊNCIA" means the Borrower's autarchy established and operating pursuant to the Borrower's Law No. 1688 dated 8 December 2005, as amended by Law No. 1.970 dated 4 December 2007, or any successor thereto acceptable to the Bank.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 6 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "Comptroller General" means *Controladoria Geral do Estado CGE*, the Borrower's Comptroller General, established pursuant to the Borrower's Complementary Law No. 419, dated 15 December 2022, or any successor thereto acceptable to the Bank.
- 5. "Departments" means collectively the Implementing Agencies.
- 6. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated June 15, 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 Borrower 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.
- 7. "Environmental and Social Standards" 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 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.
- 8. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).

- 9. "Implementing Agencies" means SEPLAN, SEAD, SESACRE, SEASD, SEE, SEFAZ, ACREPREVIDÊNCIA and SANEACRE.
- 10. "Operating Costs" means the incremental operating expenditures incurred by the Departments on account of the Project implementation, management, monitoring and evaluation, including office rent, office materials and supplies, utilities, communication costs, support for information systems, translation costs, bank charges and travel and per diem costs and other reasonable expenditures directly associated with the implementation of the Project activities, all based on an annual budget acceptable to the Bank.
- 11. "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.
- 12. "*Procuradoria*" means the Borrower's Attorney's General Office, established pursuant to the Borrower's Complementary Law No. 045, dated 26 July 1994, or any successor thereto acceptable to the Bank.
- 13. "Procurement Regulations" means, for purposes of paragraph 84 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 14. "Pró-Gestão ROP" means the Guarantor's Operational Regulations dated April 7, 2020, approved on April 22, 2021, and amended on June 2, 2022, as the same may be amended from time to time with agreement of the Bank.
- 15. "Project Management Unit" or "PMU" means the unit referred to in Section I.A.1.(b)(i) of Schedule 2 to this Agreement.
- 16. "Project Operations Manual" or "POM" means the manual referred to in Section I.B of Schedule 2 to this Agreement, setting forth detailed guidelines and procedures for the implementation of the Project.
- 17. "SANEACRE" means *Serviço de Água e Esgoto do Estado do Acre*, the Borrower's agency for water and sanitation, established pursuant to the Borrower's Law No 1.248, dated 4 December 1997 and the Borrower's Complementary Law no. 395, dated 29 March 2022, or any successor thereto acceptable to the Bank.
- 18. "SEAD" means the Borrower's Secretariat of Administration (*Secretaria de Estado de Administração*), established pursuant to the Borrower's Complementary Law No. 419, dated 15 December 2022, or any successor thereto acceptable to the Bank.
- 19. "SEASD" means the Borrower's Secretariat of Social Assistance and Human Rights (Secretaria de Estado de Assistência Social e dos Direitos Humanos), established pursuant

- to the Borrower's Law No. 4085, dated 16 February 2023, as amended, or any successor thereto acceptable to the Bank.
- 20. "SESACRE" means the Borrower's Secretariat of Health (*Secretaria de Estado da Saúde*), established pursuant to the Borrower's Complementary Law No. 419, dated 15 December 2022, or any successor thereto acceptable to the Bank.
- 21. "SEE" means the Borrower's Secretariat of Education, Culture and Sports (Secretaria de Estado da Educação, Cultura e Esportes), established pursuant to the Borrower's Complementary Law No. 419, dated 15 December 2022, or any successor thereto acceptable to the Bank.
- 22. "SEFAZ" means the Borrower's Secretariat of Finance (*Secretaria da Fazenda do Estado de ACRE*), established pursuant to the Borrower's Complementary Law No. 419, dated 15 December 2022, or any successor thereto acceptable to the Bank.
- 23. "SEPLAN" means the Borrower's Secretariat of Planning (*Secretaria de Estado de Planejamento*), established pursuant to the Borrower's Complementary Law No. 419, dated 15 December 2022, or any successor thereto acceptable to the Bank.
- 24. "Steering Committee" means the advisory committee referred to in Section I.A.1.(d)(i) of Schedule 2 to this Agreement.
- 25. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
- 26. "Training" means expenditures (other than those for consulting services) incurred in connection with study tours, training courses, seminars, workshops, and other training activities, not included under goods or service providers' contracts, including costs of training materials, space and equipment rental, travel, per diem costs for trainees and trainers and trainers' fees (as applicable), all based on an annual budget satisfactory to the Bank.