
GRANT NUMBER E315-MZ

Financing Agreement

(Climate Resilient Roads for the North Project)

between

REPUBLIC OF MOZAMBIQUE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E315-MZ

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF MOZAMBIQUE (“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 a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to ninety-four million two-hundred thousand Special Drawing Rights (SDR 94,200,000) (“Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section 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 Payment Dates are April 15 and October 15 in each year.
- 2.05. 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, through MOPHRH, shall be responsible for the overall coordination of the Project, and shall cause FE to carry out the Project jointly with ANE, through the Cooperation Agreement, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — ADDITIONAL REMEDIES

- 4.01 That FE's Statute and Basic Legislation have been amended, suspended, abrogated, repealed, or waived so as to affect, in the opinion of the Association, the ability of FE to implement its respective parts of the Project; and
- 4.02 That FE has failed to perform any obligation under the Subsidiary Agreement.

ARTICLE V - EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) That the Subsidiary Agreement have been executed on behalf of the Recipient and FE in accordance with terms and conditions satisfactory to the Association; and
 - (b) That the Cooperation Agreement has been executed between FE and ANE, in accordance with terms and conditions satisfactory to the Association.
- 5.02 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. 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 years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its Minister for Economy and Finance or any successor thereto.
- 6.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Minister of Economy and Finance
Praça da Marinha Popular
Av. 10 de Novembro nº 929
Maputo
Republic of Mozambique; and
 - (b) the Recipient's Electronic Address is:

Facsimile:
+258 21313747

6.03. 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:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF MOZAMBIQUE

By

Max Elias Tonela

Authorized Representative

Name: Max Elias Tonela

Title: Minister

Date: 17-May-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Idah Z. Pswarayi-Riddihough

Authorized Representative

Name: Idah Z. Pswarayi-Riddihough

Title: Country Director for Mozambique, Madagascar, Comoros

Date: 07-May-2024

SCHEDULE 1

Project Description

The objective of the Project is to improve climate resilient road connectivity in the Northern Provinces of Mozambique.

The Project consist of the following parts:

Part 1: Climate Resilient Road Connectivity Improvement

Provision of support for the improvement of roads and bridges in the North, through:

- (a) The improvement and maintenance of road network, including: (i) the preparation of feasibility studies, engineering design, upgrading and/or rehabilitation, maintenance and monitoring of the implementation of road works in the Cabo Delgado province, and will comprise upgrading to paved standard of 52 Km between *Mueda and Xitaxi* of the secondary road N381 and 15km of the tertiary road R762 *Muepane – Quissanga*, and rehabilitating 25 km between *Muagamula and Xitaxi* of the paved secondary road N380 in Cabo Delgado province; (ii) the preparation of feasibility studies, concept engineering design and bid documents for upgrading and/or rehabilitation of selected roads in all three northern provinces; (iii) preparation of Environmental and Social Impact Assessment (ESIA) and Resettlement Action Plans (RAPs); and (iv) the financing of land acquisition for road upgrading and rehabilitation in Cabo Delgado province.
- (b) The improvement of bridges including: (i) feasibility study, concept engineering design, construction and monitoring of the implementation of bridge works in Cabo Delgado province; (ii) design, supply, installation and monitoring of works implementation for bailey bridges along tertiary roads in all three northern provinces, including the construction of the substructure of the bridges; and (iii) development of a bridge rehabilitation and reconstruction program for northern Mozambique comprising preparation of feasibility study, concept engineering design and bid documents.

Part 2: Safe Access and Mobility Improvement

Provision of support for improving access to health, education and livelihoods and rural mobility, through: (i) the enhancement of the capacity of ANE on road safety engineering and certification on road safety audit; (ii) the development of a pilot program on safe road infrastructure and road safety programs targeting youth, inclusive first responder training, awareness-raising and dissuasive measures, and improving sex-disaggregated crash data collection with a focus on the North; (iii) development of a “safer route to school” pilot to improve access to schools in the North including the development of a pilot for non-

motorized transport for students to improve access to schools; and (iv) the preparation of a study on improving transport services in rural areas in the North, including addressing the recommendations of the study.

Part 3: Institutional Strengthening and Project Management

- (a) Provision of support for the financing of incremental Operating Costs, technical assistance for Project implementation including procurement, financial management, environmental and social oversight, monitoring and evaluation, climate preparedness, gender-based violence and axle control.
- (b) Institutional strengthening activities, including: (i) road asset management related to hazards, climate risk-related and road traffic data; (ii) enhancement of climate resilience in planning and management of road and bridge infrastructure, inclusive of the preparation of a climate and disaster risk management plan; (iii) training of local contractors and community associations for participation in roadworks; (iv) development of community resilience committees led by women to support emergency disaster preparedness and response; (v) skills development and livelihoods activities to provide opportunities for conflict-impacted local labor in the road works with a focus on women; (vi) strengthen capacity of the road training center in *Chimoio* with a strong focus on women; (vii) improvement of the effectiveness and efficiency of FE's management; (viii) participation of local private sector in road works including maintenance; and (ix) diagnostics to initiate landscape restoration, conservation and climate resilience in the *Quirimbas* National Park.

Part 4: Contingency and 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. Project Implementing Unit

The Recipient shall cause FE to cause ANE, through the Cooperation Agreement to not later than 30 days after the Effective Date to establish and thereafter maintain at all times during the implementation of the Project a unit within ANE (“PIU”), located in *Cabo Delgado* and responsible for day-to-day management of the Project, including: (i) managing the implementation of the Project activities under its responsibility; (ii) managing the safeguards aspects; (iii) coordinating the preparation, adjustments, and use of the Project management tools; (iv) coordinating with key stakeholders including ANE, on the technical aspects of the Parts of the Project under its responsibility; and (v) preparing Project reports.

2. Project Steering Committee

The Recipient, through MOPHRH shall establish, not later than four (4) months after the Effective Date, and maintain, throughout the implementation of the Project, a steering committee (“Project Steering Committee” or “PSC”), with a composition, mandate, and resources satisfactory to the Association and detailed in the PIM. The PSC will meet at least twice a year and will hold extraordinary meetings when necessary, and will comprise representatives of MOPHRH, FE, ANE, MTC, MEF, Provincial Secretariats and others as needed. ANE and FE shall act as the Secretariat of the Project Steering Committee.

3. SEA/SH/GBV Third-Party Monitoring Agency and SEA/SH Service Provider

The Recipient shall and shall cause FE to hire, and thereafter maintain throughout Project implementation:

- (i) not later than 120 days after the Effective Date, a third-party monitoring agency, under terms of reference and with qualifications and experience satisfactory to the Association, to carry out every six months an independent review of the Project’s implementation and verification of results, including adherence to all aspects of the PIM and ESCP, and an independent assessment of the Project’s compliance with the ESF instruments, with a particular focus on GBV/SEA/SH aspects. The SEA/SH/GVB third-party monitoring agency shall furnish to the

Association in a timely manner every 6 months, monitoring reports in form and substance acceptable to the Association.

- (ii) not later than 90 days after the Effective Date, a SEA/SH service provider, under terms of reference and with qualifications and experience satisfactory to the Association, to support FE and ANE the implementation of the actions related to the implementation of the GVB risk management outlined in the SEA/GBV/SH Risk Assessment and Action Plan. The SEA/SH service provider shall furnish to the Association in a timely manner quarterly monitoring reports in form and substance acceptable to the Association.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to FE under a subsidiary agreement between the Recipient and FE (the Subsidiary Agreement), under terms and conditions approved by the Association.
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Cooperation Agreement with ANE

1. To facilitate the carrying out of the Project, and the allocation of responsibilities under the Project, the Recipient shall cause FE to enter into a legally binding and enforceable Cooperation Agreement with ANE, under terms and conditions approved by the Association in accordance with this Agreement and the terms and conditions set forth in the PIM.
2. The Recipient shall cause RF to:
 - (i) obtain rights adequate to protect the interests of the Recipient and the Association, including the right to require ANE to carry any activities under the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including, without limitation, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient, the PIM, the Procurement Regulations, and the Environmental and Social Standards; and (ii) maintain a financial management system and prepare financial statements in accordance with

consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the activities carried out under the Project; and

- (ii) (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and furnish promptly to the Recipient and the Association the financial statements as so audited; and enable the Recipient and the Association to inspect the activities carried out under the Project, their operation and any relevant records and documents; and 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.

- 3. The Recipient shall cause FE to exercise its rights and carry out its obligations under the Cooperation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing and except as the Association shall otherwise agree, FE shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived the Cooperation Agreement or any of its provisions.

D. Project Implementation Manual

- 1. The Recipient shall cause FE, not later than thirty days after the Effective Date, to prepare a Project Implementation Manual ("PIM"), acceptable to the Association and thereafter implement the Project, and cause ANE through the Cooperation Agreement to, implement the Project in accordance with the PIM. The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (i) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration between various Project stakeholders; (ii) budget and budgetary control; (iii) flow of funds, disbursement procedures and banking arrangements; (iv) financial, procurement and accounting procedures; (v) internal control procedures; (vi) accounting system and transaction records; (vii) Personal Data collection and processing in accordance with applicable national law and good international practice; (viii) monitoring and evaluation arrangements, including procedures reporting requirements; (ix) external audit; (x) the Annual Work Plans and Budget for the first year of Project implementation; and (xi) such other arrangements and procedures as shall be required for the effective implementation of the Project.
- 2. The Recipient shall cause FE and FE shall cause ANE, through the Cooperation Agreement, to ensure that the PIM or any provision thereof is not assigned, amended, abrogated or waived without prior written approval of the Association

and in case of any conflict between the terms of the PIM and those of this Agreement, the terms of this Agreement shall prevail.

E. Environmental and Social Standards

1. The Recipient shall and shall cause FE (and FE shall cause ANE, through the Cooperation Agreement) to 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 and shall cause FE (and FE shall cause ANE, through the Cooperation Agreement), to 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. Without limitation upon the provisions of paragraph 2 above, if 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 Borrower shall: (a) not later than 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 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 and shall cause FE (and FE shall cause ANE, through the Cooperation Agreement) to 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.
- 6. The Recipient shall and shall cause FE (and FE shall cause ANE, through the Cooperation Agreement) to 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.
- 7. The Recipient shall and shall cause FE (and FE shall cause ANE, through the Cooperation Agreement) to ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors 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.

F. Annual Work Plan and Budget

- 1. The Recipient shall cause FE not later than November 30 of each year, prepare and furnish to the Association, an annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget, including amounts of counterpart funding.
- 2. The Recipient shall exchange views with the Association on each such proposed Annual Work Plan and Budget, and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with

the Association, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the Association.

G. Contingent Emergency Response under Part 4 of the Project

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted in form and 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 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 or 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 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

- 1. The Recipient shall cause FE to furnish to the Association each Project Report not later than 45 days after the end of each calendar semester, covering the calendar semester.
- 2. 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 cause FE to 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 shall and shall cause FE to 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 the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (Inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs under Part 1,2 and 3 of the Project <i>(except for the expenditures covered under Category (2) below)</i>	90,432,000	100%
(2) Land acquisition and involuntary resettlement expenditures under Part 1(a)(iv) of the Project	3,768,000	100%
(3) Emergency Expenditures under Part 4 of the Project	0	100%
TOTAL AMOUNT	94,200,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for:
 - (a) Payments made prior to the Signature Date;
 - (b) for Emergency Expenditures under Category (3), unless and until all of the following conditions have been met in respect of said expenditures: (i) 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 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 June 30, 2030.

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. “ANE” or “ANE, IP” means *Administracao Nacional de Estradas, IP*, the Recipient’s National Roads Administration, an administrative autonomous public institution established by the Recipient’s Decree No. 15/99 of April 27, 1999, and regulated by the Recipient’s Decree No. 65/2019, dated July 30, 2019.
3. “Annual Work Plan and Budget” means the annual work plans and budgets for the activities under the Project approved by the Association in accordance with the provisions of Section I.F of Schedule 2 to this Agreement.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CERC Manual” means the manual referred to in Section I.G.1(a) 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 Operational Manual.
6. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
7. “Cooperation Agreement” means the agreement to be entered between FE and ANE, as described on Section I.C of Schedule 2 to this Agreement.
8. “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.
9. “Emergency Action Plan” means the plan referred to in Section G.1(b) of Schedule 2 of this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
10. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.H of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 18, 2024, 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.
12. “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 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 Association.
13. “FE” means *Fundo de Estradas*, FP the Recipient’s Road fund responsible for road sector finance and monitoring, established pursuant to the Recipient’s Decree number 22/2003, dated May 20, 2003, as amended, or any successor thereto.
14. “FE’s Legislation” means the legislation establishing and governing FE, or any other legislation relating to FE.
15. “Subsidiary Agreement” means the Subsidiary Agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to FE for implementation of the Project.
16. “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).
17. “GBV” means gender-based violence.
18. “MEF” means *Ministério de Economia e Finanças*, the Recipient’s Ministry of Economy and Finance, or any successor thereof.

19. “MTC” means the Recipient’s Ministry of Transport and Communications.
20. “MOPHRH” means *Ministério das Obras Públicas, Habitação e Recursos Hídricos*), the Recipient’s Ministry of Public Works, Housing, and Water Resources.
21. “Operating Costs” means the reasonable incremental operating costs, based on Annual Work Plans and Budgets, incurred by FE and ANE, on account of Project implementation including: office equipment and supplies, maintenance of equipment, insurance costs, office administration costs, rental, consumables, accommodation, vehicle operation, insurance and maintenance costs, utilities, communication charges, bank’s charges, *per diems*, travel allowances, and salaries of the Recipient’s locally contracted staff, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of members of the Recipient’s civil service.
22. “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.
23. “PIU” means the Project implementation unit within ANE referred to in Section I.A.1 of Schedule 2 to this Agreement.
24. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
25. “Project Implementation Manual” and “PIM” means the manual prepared by the Recipient for Project implementation and referred to in Section I.A.D of Schedule 2 to this Agreement.
26. “Project Steering Committee” or “PSC” means the committee providing strategic guidance for Project implementation and referred to in Section I.A.1 of Schedule 2 to this Agreement.
27. “SEA/SH” means sexual exploitation and abuse / sexual harassment.
28. “Signature Date” means the latest of the two dates on which the Recipient and the Association signed this Agreement and such definition applied to all references to “the date of the Financing Agreement” in the General Conditions.

29. “Training Costs” means the reasonable costs associated with training under the Project, based on the relevant Annual Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers’ contracts, including costs of training materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs.