Financing Agreement

(Host And Rohingya Enhancement of Lives Project)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework.

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 and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
 - (a) an amount equivalent to one hundred sixty-two million four hundred thousand Special Drawing Rights (SDR162,400,000) ("Credit"); and
 - (b) an amount equivalent to one hundred two million Special Drawing Rights (SDR 102,000,000) ("Grant").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.08. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts 1, 3.1, 3.2 and 3.4 of the Project through its Department of Public Health Engineering (DPHE) under the Local Government Division of the Ministry of Local Government, Rural Development, and Cooperatives (MoLGRD&C); Parts 2.1 and 3 of the Project through its Local Government Engineering Department (LGED) under the Local Government Division of the MoLGRD&C; Parts 2.2, 3.1, and 3.4 through its Roads and Highways Department (RHD) under the Road Transport and Highways Division of the Ministry of Road Transport and Bridges (MoRTB); and Parts 2.3, 3.1, and 3.4 through its Bangladesh Power Development Board (BPDB) under the Power Division of the Ministry of Power, Energy and Mineral Resources (MoPEMR); all with the coordination support from its Economic Relations Division (ERD) under Ministry of Finance (MoF) for Part 3.4, and all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following, namely, that the Recipient no longer has an adequate refugee protection framework.
- 4.02. The Additional Events 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 thirty (30) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Association is satisfied that the Recipient has an adequate refugee protection framework.
- 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 (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its Senior Secretary/Secretary or the Additional Secretary, or any Joint Secretary, Deputy Secretary, Senior Assistant Secretary, or Assistant Secretary of the ERD of MoF.
- 6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Economic Relations Division Ministry of Finance Government of the People's Republic of Bangladesh Sher-e-Bangla Nagar 1207 Dhaka, Bangladesh

(b) the Recipient's Electronic Address is:

 Facsimile:
 E-mail:

 +88029180788 / +88029180671
 secretary@erd.gov.bd

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.

PEOPLE'S REPUBLIC OF BANGLADESH

By



Authorized Representative

Name: ______

Title: _____ Economic Relations Division

Date: _____09-Jun-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Abdoulage Seck Authorized Representative

Name: _____Abdoulaye Seck

Title: _____ Director

Date: _____

SCHEDULE 1

Project Description

The objective of the Project is to improve access to basic services and enhance disaster and climate resilience of the Host Communities (HCs) and displaced Rohingya population (DRP).

The Project consists of the following parts:

Part 1: Resilient Water, Sanitation, and Hygiene (WASH)

- (a) Support increased and improved access to resilient water supply through: (i) construction of additional mini piped water supply schemes and point source water options in the HCs; (ii) rehabilitation of existing water supply and distribution facilities and infrastructure in the DRP camps; and (iii) operation and maintenance (O&M) of new and existing water supply and distribution facilities and infrastructures in the DRP camps.
- (b) Support investments in safely managed sanitation and hygiene facilities and provision of kits through: (i) construction of new household twin pit toilets and public toilets in the HCs; (ii) rehabilitation and improvement of existing household toilets and community latrines in the DRP camps; (iii) construction of integrated waste management facilities, including solid waste and fecal sludge treatment and management facilities in the HCs and DRP camps, and provision of necessary equipment and system for collection and transport of waste; (iv) provision of additional supply of general hygiene kits and menstrual health and hygiene kits; and (v) O&M of selected sanitation and hygiene facilities in the DRP camps.

Part 2: Climate and Disaster Resilient Infrastructure, Energy and Emergency Response

2.1 Rural Infrastructure Development

Support interventions on rural infrastructure and facilities in the HCs and/or DRP camps, through: (a) construction of multipurpose disaster shelters and expansion of existing disaster shelters and primary schools; (b) rehabilitation of certain existing rural roads, including associated protective measures such as rehabilitation and improvement of roadside drainages and slope stabilization measures; (c) rehabilitation and reconstruction of certain existing bridges with minor capacity expansion; (d) rehabilitation of landing stages in Hatiya upazila and in Bhasan Char; (e) provision and installation of lightning protection system and solar streetlights; (f) improvement of rural markets (hat-bazar), including repair and rehabilitation of their roadside drainage network; (g) construction and operation of cold storage in Hatiya upazila and Bhasan Char; (h) construction, provision and installation of an emergency operation center; (i) provision of fire safety and search and rescue equipment; (j) small scale afforestation activities in Bhasan Char and Cox's Bazar; and (k) O&M of existing basic infrastructure in the DRP camps, including renewable energy infrastructure in Bhasan Char, lightning protection system, solar streetlights, solar nano-grid systems, walkways, culverts, and bridges.

2.2 Rural Roads Improvement

Improve access and connectivity in the HCs and the DRP camps though: (a) rehabilitation of certain existing rural roads, including associated protective measures such as rehabilitation and improvement of roadside drainage and slope stabilization measures; and (b) rehabilitation and reconstruction of certain existing bridges with minor capacity expansion.

2.3 Renewable Energy

Support construction of a solar power plant in Bhasan Char, including spare parts, minor distribution lines, and end-mile connections to consumers in Bhasan Char.

Part 3: Strengthening Institutional Systems to Enhance Service Provision and Support Resilient Development

3.1 *Capacity Building and Technical Assistance*

Strengthen institutional systems and capacity of DPHE, LGED, RHD, and BPDB to deliver and operate resilient infrastructure, essential basic services, and disaster and emergency response and preparedness through: (a) agency-specific capacity building activities; (b) agency and sector-specific technical assistance and analytical studies; and (c) comprehensive environmental impact and damage assessment.

3.2 HCs and DRP Awareness Raising and Skills Building Programs

Support awareness raising and skills building programs for the HCs and DRP focusing on WASH and disaster risk management and emergency response.

3.3 *Reinforcement of Emergency Management Capacity*

Improve emergency response capacity in the HCs and DRP through training of first responders and the Fire Service and Civil Defence.

3.4 *Technology-driven Monitoring and Evaluation and Project Management*

(a) Support development of a digitized construction monitoring system; and (b) day-to-day administration, management, monitoring and coordination of Project activities by the Project Implementing Units (PIUs), including financial management, environmental and social risk management, procurement, and monitoring, evaluation, and reporting.

Part 4: Contingent Emergency Response

Provide immediate response to an Eligible Crisis or Emergency, as needed, to provide support for the benefit of the HCs and DRP.

SCHEDULE 2

Project Execution

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

A. Institutional Arrangements.

- 1. The Recipient shall establish within three (3) months of the Effective Date and maintain throughout the period of implementation of the Project, a PIU at each of DPHE, LGED, RHD, and BPDB with the composition, mandate, functions, staffing and resources satisfactory to the Association. Without limitation on the foregoing: (a) each PIU shall be headed by a project director, and include, as needed, a procurement specialist, financial management specialist, environmental specialist, social specialist, gender/gender-based violence specialist, a communications specialist (RHD, LGED, DPHE), a design and supervision firm and a monitoring and evaluation firm (both firms for LGED), monitoring and supervision firm (DPHE) and supervision firm (RHD and BPDB), and any other competent, experienced and qualified staff in adequate number, and all under terms of reference satisfactory to the Association; and (b) each PIU shall be responsible for carrying out the Respective Part of the Project, including day-to-day implementation of the Project, procurement plan(s), monitoring and evaluation, and management of relevant environmental and social risks for the Respective Part of the Project; and (c) LGED shall be responsible for consolidating all the reports from the PIUs.
- 2. The Recipient shall maintain a central coordination unit (CCU) at the ERD to provide coordination support for activities under part 3.4 of the Project.
- 3. The Recipient shall establish within three (3) months of the Effective Date and maintain throughout the period of implementation of the Project, a Ministerial Project Steering Committee ("PSC") for each of LGED, DPHE, RHD, and BPDB, each with the composition, mandate, functions, staffing and resources satisfactory to the Association. Without limitation on the foregoing: (a) each PSC shall be headed by the respective senior secretary or secretary, and include a representative from relevant ministries, divisions, departments and agencies that are part of the overall implementation, coordination, and strategy for the Respective Part of the Project; and (b) be responsible for providing implementation advice and operational guidance, reviewing Project implementation progress and addressing any implementation problems and providing any other necessary direction for effective Project implementation.
- 4. The Recipient shall establish within three (3) months of the Effective Date and maintain throughout the period of implementation of the Project, a Project Implementation Committee ("PIC") for each of the LGED, DPHE, RHD, and BPDB, each with the composition, mandate, functions, staffing and resources satisfactory to the Association. Without limitation on the foregoing: (a) each PIC shall be headed by its respective chief engineer or chairperson, and include a representative from relevant ministries, divisions, departments and agencies that are part of the overall implementation, coordination, and strategy for the Respective Part of the Project; and (b) be responsible for supervising and reviewing implementation and providing necessary advice, monitoring and evaluation of progress and suggesting necessary course corrections, resolving issues and conflicts, facilitating coordination and convergence with other relevant entities, and informing the respective PSCs of the key issues related to the Respective Part of the Project.
- 5. The Recipient, through LGED, shall enter into a memorandum of understanding to provide a transfer in a form of a grant ("Grant Transfer") with: (a) the Bangladesh Forest Department (BFD)

for carrying out the activities under Part 2.1(j) of the Project; and (b) the Department of Environment (DoE) for carrying out the activities under Part 3.1(c) of the Project, respectively, both under terms and conditions satisfactory to the Association, including a requirement that all the provisions applicable to LGED under this Agreement would apply to BFD and DoE *mutatis mutandis*.

B. Project Operational Manual.

- 1. The Recipient shall prepare and adopt a Project Operational Manual ("POM") for the Project, in form and substance satisfactory to the Association within one (1) month of the Effective Date.
- 2. The Recipient shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in the POM, which shall include:
 - (a) administrative, accounting, auditing, financial management, disbursement and procurement procedures, as agreed with the Association, for the Project;
 - (b) institutional arrangements for the oversight, coordination, management and day-to-day implementation of the Project;
 - (c) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines, for the Project;
 - (d) environmental and social management arrangements, including on grievance mechanism/grievance redress committees, sexual exploitation and abuse and sexual harassment (SEA/SH), and the exclusion list, for the Project;
 - (e) monitoring and evaluation, reporting, and communication for the Project; and
 - (f) such other administrative, financial, technical, and organizational arrangements and procedures as shall be required for the Project.
- 3. In the case of any conflict between the arrangements and procedures set out in the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the POM and/or any provision thereof.

C. Environmental and Social Standards.

- 1. The Recipient, through LGED, DPHE, RHD, and BPDB, shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient, through LGED, DPHE, RHD, and BPDB, shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient, through LGED, DPHE, RHD, and BPDB, shall ensure that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
- (b) sufficient funds are available to cover the costs of implementing the ESCP;
- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
- (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient, through LGED, DPHE, RHD, and BPDB, shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient, through LGED, DPHE, RHD, and BPDB, shall establish, publicize, maintain and operate an accessible grievance mechanism/grievance redress committee at each of LGED, DPHE, RHD, and BPDB, 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.

D. Contingent Emergency Response

- 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 Continent 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.

E. Expenditures to be Financed with Counterpart Funds

- 1. The Recipient shall:
 - (a) ensure that the following expenditures are financed exclusively out of its own resources and not out of the proceeds of the Financing; and
 - (b) provide, promptly as needed, the resources needed for this purpose: (i) all costs associated with land and land use rights required for the purposes of the Project; (ii) procurement of vehicles (except specialized and special purpose vehicles for the Project, as agreed with the Association); (iii) recurrent expenditures for the purpose of attending meetings, conferences, seminars, workshops and study visits (sitting allowances / cash per diems / honoraria, notwithstanding eligible expenditures under Incremental Operating Costs and Training), and recurrent expenditures for fuel (except recurrent expenditures for fuel under a contract with the International Organization for Migration), under the Project and salaries of the Recipient's civil servants; and (iv) taxes exceeding fifteen (15) percent of the total amount of Financing.

F. United Nation Agencies

The Recipient shall enter into appropriate standard form of agreement(s) when entering into a contract with a UN Agency for the Eligible Expenditures under categories (1), (2), (3), (4), and/or (5) of the Grant and Credit tables in Part A of this Section III.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. Project Reports

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

B. Mid-term Review

The Recipient shall, through LGED: (a) no later than thirty (30) months after Effective Date, prepare and furnish to the Association a mid-term report, in such detail as the Association shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to this Section, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objectives during the period following such date; and (b) review with the Association such mid-term report, on or about the date forty-five (45) days after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the Association's views on the matter.

Section III. <u>Withdrawal of the Proceeds of the Financing</u>

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) 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 Credit Allocated (expressed in SDR)	Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed out of the Credit and the Grant (inclusive of Taxes)
(1) Goods	45,300,000	(1) Goods	37,800,000	100%
(excluding vehicles		(excluding vehicles		
except for		except for		
specialized and		specialized and		
special purpose		special purpose		
vehicles), works,		vehicles), works,		
non-consulting		non-consulting		
services, consulting		services, consulting		
services,		services,		

				I
Incremental Operating Costs, and Training by DPHE under Parts 1, 3.1,3.2, and 3.4 of the Project for HCs		Incremental Operating Costs, and Training by DPHE under Parts 1, 3.1,3.2, and 3.4 of the Project for DRP		
 (2) Goods (excluding vehicles except for specialized and special purpose vehicles), works, non-consulting services, consulting services, Incremental Operating Costs, and Training by LGED under Parts 2.1 and 3 of the Project for HCs 	63,800,000	2) Goods (excluding vehicles except for specialized and special purpose vehicles), works, non-consulting services, consulting services, Incremental Operating Costs, and Training by LGED under Parts 2.1 and 3 of the Project for DRP	43,050,000	100%
 (3) Goods (excluding vehicles except for specialized and special purpose vehicles), works, non-consulting services, consulting services, Incremental Operating Costs, and Training by RHD under Parts 2.2, 3.1, and 3.4 of the Project for HCs 	52,900,000	(3) Goods (excluding vehicles except for specialized and special purpose vehicles), works, non-consulting services, consulting services, Incremental Operating Costs, and Training by RHD under Parts 2.2, 3.1, and 3.4 of the Project for DRP		100%
 (4) Goods (excluding vehicles except for specialized and special purpose vehicles), works, non-consulting services, consulting services, Incremental Operating Costs, 		 (4) Goods (excluding vehicles except for specialized and special purpose vehicles), works, non-consulting services, consulting services, Incremental Operating Costs, and 	13,600,000	100%

and Training by BPDB under Parts 2.3, 3.1, and 3.4 of the Project for HCs		Training by BPDB under Parts 2.3, 3.1, and 3.4 of the Project for DRP		
(5) Goods (excluding vehicles except for specialized and special purpose vehicles), works, non-consulting services, consulting services, Incremental Operating Costs, and Training by ERD under Part 3.4 of the Project for HCs	400,000	(5) Goods (excluding vehicles except for specialized and special purpose vehicles), works, non-consulting services, consulting services, Incremental Operating Costs, and Training by ERD under Part 3.4 of the Project for DRP		100%
(6) Emergency Expenditures under Part 4 of the Project for HCs	0	 (6)(a) Grant Transfer under Parts 2.1(j) of the Project (6)(b) Grant Transfer under 3.1 (c) of the Project 	3,775,000 3,775,000	100%
		(7) Emergency Expenditures under Part 4 of the Project for DRP	0	100%
TOTAL AMOUNT	162,400,000		102,000,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date.
 - (b) for Emergency Expenditures under Categories (6) from the Credit and/or (7) from the Grant, unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing

amounts under the Categories (6) and/or (7); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

- (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
- 2. The Closing Date is June 30, 2028.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
commencing November 15, 2029, to and including May 15, 2049	1.65%
commencing November 15, 2049, to and including May 15, 2054	3.40%

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

APPENDIX

Section I. <u>Definitions</u>

- 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. "Bangladesh Forest Department" or "BFD" means the Recipient's Bangladesh Forest Department within the Ministry of Environment, Forest and Climate Change or any successor thereto.
- 3. "Bangladesh Power Development Board" or "BPDB" means the Recipient's Bangladesh Power Development Board under Power Division of the Ministry of Power, Energy and Mineral Resources, or any successor thereto.
- 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.D of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manuals.
- 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. "Department of Environment" or "DoE" means the Recipient's Department of Environment under the Ministry of Environment, Forest and Climate Change, or any successor thereto.
- 8. "Department of Public Health Engineering" or "DPHE" means the Recipient's Department of Public Health Engineering under the Local Government Division of the MoLGRDC, or any successor thereto.
- 9. "Displaced Rohingya Population" and "DRP" means displaced Rohingya population in Cox's Bazar and Bhasan Char of Noakhali districts. The Recipient refers to this population as the Forcibly Displaced Myanmar Nationals (FDMN). DRP and FDMN refer to the same population.
- 10. "Economic Relations Division" or "ERD" means the Recipient's Economic Relations Division within the MoF, or any successor thereto.
- 11. "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 manmade crisis or disaster.
- 12. "Emergency Action Plan" means the plan referred to in Section I.D of Schedule 2 detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
- 13. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.D of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

- 14. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated April 8, 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.
- 15. "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 Association.
- 16. "Fire Service and Civil Defence" means the Recipient's Fire Service and Civil Defence or any successor thereto.
- "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).
- 18. "Grant Transfer" is a transfer by LGED in a form of a grant to the Bangladesh Forest Department and the Department of Environment, pursuant to the respective memorandum of understanding referred to Section I.A.5 of Schedule 2 to this Agreement, to carry out the activities under Parts 2.01(j) and 3.1(c) of the Project, respectively.
- 19. "Host Communities" means host community in Chattogram Division, excluding the DRP camps in Cox's Bazar and Bhasan Char of Noakhali districts.
- 20. "Incremental Operating Costs" mean the reasonable costs required for the day-to-day coordination, administration and supervision of Project activities, for leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises; office rent; office supplies; utilities; consumables; communication expenses; translation; printing, photocopying and postal expenses; bank charges; advertising expenses; insurance; costs of clearing, forwarding, inspection, survey and transportation of goods; Project-related meeting expenses; Project-related travel, subsistence and lodging expenses; remuneration of the staff assigned to the Project as agreed with the Association, provided that such Incremental Operating Costs are paid to the eligible recipient through the banking system (except for petty cash expenses following the Recipient's existing policy); and salaries and allowances of contractual staff (other than consultants) but excluding salaries and salary top ups of the Recipient's civil servants, workshop allowances, sitting allowances, cash per diems, honoraria, and fuel (except recurrent expenditures for fuel under a contract with the International Organization for Migration).

- 21. "Local Government Division" means the Recipient's Local Government Division of the MoLGRDC, or any successor thereto.
- 22. "Local Government Engineering Department" or "LGED" means the Recipient's Local Government Engineering Department under the Local Government Division of the MoLGRDC, or any successor thereto.
- 23. "Ministry of Environment, Forest and Climate Change" means the Recipient's Ministry of Environment, Forest and Climate Change, or any successor thereto.
- 24. "Ministry of Finance" or "MoF" means the Recipient's Ministry of Finance, or any successor thereto.
- 25. "Ministry of Local Government, Rural Development, and Cooperatives" or "MoLGRDC" means the Recipient's Ministry of Local Government, Rural Development, and Cooperation, or any successor thereto.
- 26. "Ministry of Road Transport and Bridges" or "MoRTB" means the Recipient's Ministry of Road Transport and Bridges, or any successor thereto.
- 27. "Ministry of Power, Energy and Mineral Resources" or "MoPEMR" means the Recipient's Ministry of Power, Energy and Mineral Resources, or any successor thereto.
- 28. "Power Division" means the Power Division of the Ministry of Power, Energy and Mineral Resources, or any successor thereto.
- 29. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 30. "Project Implementation Unit" or "PIU" means the project implementation unit to be established and maintained by the Recipient in accordance with Section I.A.1 of Schedule 1 to this Agreement, or any successor thereto.
- 31. "Project Implementation Committee" or "PIC" means the committee to be established and maintained by the Recipient in accordance with Section I.A.4 of Schedule 2 to this Agreement, or any successor thereto.
- 32. "Project Steering Committee" means the committee to be established and maintained by the Recipient in accordance with Section I.A.3 of Schedule 2 to this Agreement, or any successor thereto.
- 33. "Respective Part of the Project" means: (a) Parts 1, 3.1 and 3.4 of the Project to be implemented by DPHE; (b) Parts 2.1 and 3 of the Project to be implemented by LGED; (c) Parts 2.2, 3.1, and 3.4 of the Project to be implemented by RHD; and (d) Parts 2.3, 3.1, and 3.4 of the Project to be implemented by BPDB.
- 34. "Roads and Highways Department" or "RHD" means the Recipient's Roads and Highways Department under the Road Transport and Highways Division of the Ministry of Road Transport and Bridges, or any successor thereto.

- 35. "Road Transport and Highways Division" means the Recipient's Road Transport and Highways Division of the Ministry of Road Transport and Bridges, or any successor thereto.
- 36. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 37. "Training" means the reasonable costs required for the participation of personnel involved in training activities, workshops, seminars, conferences and study tours under the Project, which have been approved by the Association in writing on a bi-annual basis, including: (a) travel, hotel, and subsistence costs associated to training, workshops, seminars, conferences and study tours provided that such costs are paid directly to the eligible recipient using the banking system; and (b) costs associated with rental of training, workshop, seminar and conference facilities; preparation and reproduction of training, workshop, seminar and conference materials; and other costs directly related to preparation and implementation of any training course, workshop, seminar, conference or study tour; but excluding sitting allowances and honorarium of any nature.
- 38. "United Nation Agency" means any of the departments, specialized agencies, funds or programs of the United Nations (a body established and operating pursuant to the Charter of the United Nations signed on June 26, 1945, and entered into effect on October 24, 1945), which are eligible to be selected pursuant to the Procurement Regulations to undertake specific activities under the Project.