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**CREDIT NUMBER 7296-LA  
CREDIT NUMBER 7297-LA**

# **Financing Agreement**

**(Power Distribution Improvement Project)**

**between**

**LAO PEOPLE'S DEMOCRATIC REPUBLIC**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**CREDIT NUMBER 7296-LA**  
**CREDIT NUMBER 7297-LA**

## **FINANCING AGREEMENT**

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

### **ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

### **ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient credits, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
  - (a) an amount of nineteen million Special Drawing Rights (SDR 19,000,000) (the "Credit (A)"); and
  - (b) an amount of nineteen million Special Drawing Rights (SDR 19,000,000) (the "Credit (B)").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

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only to Credit (A) and is the three-fourths of one percent (3/4 of 1%) per annum; on the amounts of Credit (A) withdrawn from the Credit Account for Credit (A).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is applicable only to Credit (A) and is one and a quarter percent (1.25%) per annum; on the amounts of Credit (A) withdrawn from the Credit Account for Credit (A).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

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension is that the Project Implementing Entity's Regulations have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
- 4.02. The Additional Event of Acceleration is that the event specified in Section 4.01 of this Agreement occurs.

### **ARTICLE V— EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Condition of Effectiveness is that the Project Implementing Entity has adopted the Project Operations Manual, in form and substance satisfactory to the Association.

- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 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 date of this Agreement.

**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Recipient's Representative is its Minister of Finance.
- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

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

- (b) the Recipient's Electronic Address is:

Facsimile: 856-21-417459  
E-mail: [efd@mof.gov.la](mailto:efd@mof.gov.la)

- 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:

Facsimile: 1-202-477-6391      E-mail: [laopdr@worldbank.org](mailto:laopdr@worldbank.org)

AGREED as of the Signature Date.

LAO PEOPLE'S DEMOCRATIC REPUBLIC

By



Authorized Representative

Name: Phouthanouphet SAYSOMBATH

Title: Deputy Minister of Finance

Date: 29-Jun-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Alexander Kremer

Title: Country Manager, Lao PDR

Date: 26-Jun-2023

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to strengthen the capacity and efficiency of the distribution system in the Project Areas and improve EDL's financial management capacity; and in case of an Eligible Crisis or Emergency, respond promptly and effectively to it.

The Project consists of the following parts:

#### **Part 1: Substation Investments and Grid Monitoring Systems**

- 1.1 Replacement or additions of transformers in targeted substations; and procuring mobile substations and distribution substations.
- 1.2 Installation of system monitoring and protection relay units, procuring design and planning software and portable analyzer sets, providing technical implementation support, and provision of EDL staff training for the use of the system planning software packages and portable analyzers.

#### **Part 2: Financial Management System and SAP Implementation**

Provision of technical assistance and capacity building required for strengthening financial management system at EDL corporate level and for completing the integration and adoption of the SAP to EDL's capacity, including, *inter alia*:

- 2.1 Development and implementation of new accounting and financial management systems, through: (i) updating EDL's Charts of Accounts ("CoA") to latest CoA developed by MoF; (ii) developing an accounting manual (Accounting Manual); (iii) implementing EDL's internal control framework, including supporting the functions of its internal audit committee; and (iv) providing handholding support and training on the application of the Accounting Manual and related accounting policies and financial management processes to targeted staff.
- 2.2 Supporting the system implementor services through: (i) integrating SAP modules with EDL's payroll and billing system; (ii) modifying SAP system configuration to align with the new EDL'S CoA; (iii) resolving any outstanding technical issues and any additional SAP module/features required for full functionality; (iv) extending access/user licenses to enlarge the SAP user base; (v) supporting annual SAP operating and maintenance fees; (vi) developing a SAP Standard Operating Procedure ("SOP") Manual with clear steps and responsibilities across all EDL

departments; (vii) providing training on SAP and implementation support for day-to-day SAP issues.

- 2.3 Provision of technical support to EDL in integrating the new changes in accounting, financial management and SAP systems into EDL's corporate practices and structure, including to: (i) define responsibilities and coordination between EDL's internal departments; (ii) establish an in-house SAP team with support competences; (iii) cause behavioral change for SAP users; and (iv) engage top management in the change management process.
- 2.4 Provision of technical and operational support for conducting annual audits at Project level and entity level.
- 2.5 Provision of technical and operational support to the PMU on project related financial management and procurement activities.
- 2.6 Provision of technical and operational support to selected EDL staff to complete a certified public accountant certification.

### **Part 3: Contingent Emergency Response**

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

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Subsidiary Agreement

1. For the purposes of carrying out the Project, the Recipient shall make available to the Project Implementing Entity the proceeds of the Financing under a Subsidiary Agreement to be entered into between the Recipient, through its Ministry of Finance, and the Project Implementing Entity, under terms and conditions acceptable to the Association which shall include, *inter alia*:
  - (a) the Recipient shall on-lend the proceeds of the Financing to the Project Implementing Entity on the following terms: (i) the principal amount of the Subsidiary Loan shall be made available in Dollars (determined on the date, or respective dates, of withdrawal from the Financing Account) of the value of the currency or currencies so withdrawn; (ii) repayment of the proceeds of the Subsidiary Loan over a period of twenty (20) years, inclusive of a grace period of five (5) years; (iii) payment of interest on the principal amount of the Subsidiary Loan withdrawn and outstanding from time to time at the rate of two and one-half of one percent (2.5%) per year or any other rate which may be agreed to between the Recipient and the Project Implementation Entity and which is satisfactory to the Association; and (iv) payment of a service charge of one percent (1%) on each draw-down of an amount of the Subsidiary Loan;
  - (b) the Project Implementing Entity shall: (i) carry out the Project with due diligence and efficiency and in accordance with appropriate technical, economic, financial, managerial, environmental and social standards and practices; including in accordance with the provisions of this Agreement, the POM, the ESCP (including the management tools and instruments referred to therein), and the Anti-Corruption Guidelines; and (ii) provide, promptly as needed, the resources required for such purpose;
  - (c) the Project Implementing Entity shall ensure that any goods, works and/or services to be financed out of the Financing are procured in accordance with the Procurement Regulations, the Procurement Plan, and the provisions of this Agreement;
  - (d) the Project Implementing Entity shall: (i) 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 and financial condition



of the Project Implementing Entity, and the operations, resources and expenditures related to the Project; and (ii) at the Association's or the Recipient's request, have such financial statements audited annually by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association, but in any event not later than six (6) months after the end of the Project Implementing Entity's fiscal year;

- (e) the Project Implementing Entity shall enable the Recipient and the Association to inspect the Project, its operation and any relevant records and documents;
  - (f) the Project Implementing Entity shall maintain its policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association and set forth in the POM, the progress of the Project and the achievement of its objectives;
  - (g) the Project Implementing Entity shall prepare and furnish to the Recipient and the Association all such information as the Recipient, or the Association shall reasonably request relating to the foregoing; and
  - (h) the Recipient shall have the right to suspend or terminate the right of the Project Implementing Entity to use the proceeds of the Financing, or obtain a refund of all or any part of the amount of the Financing then withdrawn, upon the Project Implementing Entity's failure to perform any of its obligations under the Subsidiary Agreement.
2. The Recipient shall exercise its rights and perform its obligations 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, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any provision thereof.

**B. Environmental and Social Standards**

- 1. The Recipient shall, and shall cause the Project Implementing Entity 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 the Project Implementing Entity 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, and shall cause the Project Implementing Entity to, 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 and/or the Project Agreement, the provisions of this Agreement and the Project Agreement shall prevail.
4. The Recipient shall, and shall cause the Project Implementing Entity 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.
5. The Recipient shall, and shall cause the Project Implementing Entity 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.

6. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities, if applicable, 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.

**C. Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 3 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
  - (a) the 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 Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement and/or the Project Agreement, the provisions of this Agreement and the Project 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 as described in the CERC Manual.
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. The activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

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

### **A. Project Reports**

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

### **B. Mid-term Review**

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

- C. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information,

report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall cause the Project Implementing Entity 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 may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of Credit (A) Allocated (expressed in SDR)</b>	<b>Amount of Credit (B) Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (Inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Training and Workshops, and Operating Costs for Parts 1 and 2 of the Project	19,000,000	19,000,000	100%
(2) Emergency Expenditures under Part 3 of the Project	0	0	100%
<b>TOTAL AMOUNT</b>	<b>19,000,000</b>	<b>19,000,000</b>	

**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, except that withdrawals up to an aggregate amount not to exceed SDR 7,600,000 (US\$ 10 million equivalent) from Credit B may be made for payments made prior to this date but on or after May 30, 2022, for Eligible Expenditures under Category (1), and

- (b) for Emergency Expenditures under Category 2, unless and until all of the following conditions have been met in respect of said expenditures:
  - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (2); 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 August 31, 2028.

**SCHEDULE 3**

**Repayment Schedule**

**I. REPAYMENT OF CREDIT (A)**

<b>Date Payment Due</b>	<b>Principal Amount of Credit (A) repayable (expressed as a percentage)*</b>
On each May 15 and November 15:	
Commencing November 15, 2028, to and including May 15, 2048	1.65%
Commencing November 15, 2048, to and including May 15, 2053	3.40%

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

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

<b>Date Payment Due</b>	<b>Principal Amount of Credit (B) repayable (expressed as a percentage)*</b>
On each May 15 and November 15:	
commencing November 15, 2029, to and including November 15, 2034	8.33334%
on May 15, 2035	8.33326%

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

## APPENDIX

### Section I. Definitions

1. “Annual Work Plan and Budget” or “AWPB” means each of the rolling plans for the Project to be prepared or updated by the Project Implementing Entity, and agreed with the Association, on an annual basis during the implementation of the Project, as provided for in Section I.C of the Schedule to Project Agreement.
2. “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.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 3 of the Project to respond to an Eligible Crisis or Emergency.
5. “CERC Manual” means the manual referred to in Section I.C of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association and which is an integral part of the Project Operations Manual.
6. “Credit (A)” means the credit in the amount referenced in Section 2.01(a) of this Agreement and the Credit for purposes of paragraph 25 of the Appendix to the General Conditions.
7. “Credit (B)” means the credit in the amount referenced in Section 2.01(b) of this Agreement and the Credit for purposes of paragraph 25 of the Appendix to the General Conditions.
8. “EDL” means *Électricité du Laos*, a state-owned enterprise, established and operating pursuant to the laws of the Recipient.
9. “EDL-T” means *Électricité du Laos Transmission Company Ltd.*, a joint venture company, established and operating pursuant to the laws of the Recipient.
10. “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.



11. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual in accordance with the provisions of Section I.C of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
12. “Emergency Action Plan” means the plan referred to in Section I.C of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
13. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 7, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
14. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
15. “Fiscal Year” means the Recipient’s fiscal year, which commences on January 1 and closes on December 31 of each year.
16. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
17. “Ministry of Finance” or “MoF” means the Recipient’s Ministry of Finance, and any successor thereto.

18. “Operating Costs” means reasonable costs required for the day-to-day coordination, administration, operation and supervision of Project activities, including leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel, office supplies, utilities, consumables, communication expenses (including postage, telephone and internet costs), translation, operating costs of information campaigns including media costs; printing and photocopying expenses, bank charges, publications and advertising expenses, insurance, Project-related meeting expenses, Project-related travel, subsistence and lodging expenses, and other administrative costs and costs of contractual staff directly related to the Project, but excluding consulting fees and salaries, bonuses, fees and honoraria or equivalent payments of members of the Recipient’s civil service, and costs of publications and printing over US\$50,000.
19. “PCB” means polychlorinated biphenyls.
20. “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.
21. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
22. “Project Areas” means the areas selected by the Recipient and agreed by the Association to be included in the Project.
23. “Project Implementing Entity” means EDL.
24. “Project Implementing Entity’s Regulations” means the Regulations of *Electricité du Laos* approved by the Ministry of Energy and Mines and the Board of Directors of *Electricité du Laos* on October 26, 2020.
25. “Project Operations Manual” or “POM” means the manual to be adopted by EDL, for the implementation of the Project, acceptable to the Association, containing detailed arrangements and procedures for: (a) the Project objective, Project activities and arrangements, acceptable to the Association, flow of funds of the proceeds of the Subsidiary Loan; (b) institutional coordination and day-to-day execution of the Project; (c) disbursement and financial management; (c) procurement; (d) environmental and social safeguard implementation measures; (e) monitoring and evaluation, reporting, communication and information

disclosure arrangements, and the indicators and targets for purposes of monitoring and evaluation of the progress of the Project; (f) guidelines for the preparation and implementation of the Annual Work Plans and Budgets; (g) an integrity action plan; (h) personal data collection and processing in accordance with good international practice, roles and responsibilities for Project implementation; and (i) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; as said manual may be modified from time to time with the prior written approval of the Association, and such term includes any schedules to such manual.

26. “SAP” means the proprietary enterprise resource planning software that EDL has adopted.
27. “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.
28. “Subsidiary Loan” means the amount of the Financing to be on-lent by the Recipient to the Project Implementing Entity pursuant to the Subsidiary Agreement.
29. “Training and Workshops” means the reasonable costs incurred by the Recipient for training under the Project and directly attributable to seminars, workshops and study tours, along with travel and subsistence allowances for training participants, course fees, services of trainers, rental of training facilities, preparation, acquisition, distribution and reproduction of training materials, and other activities directly related to course preparation and implementation.