
GRANT NUMBER E3480-BI

Financing Agreement

**(Accelerating Sustainable and Clean Energy Access Transformation in Burundi
(ASCENT BURUNDI) Project Using the Multiphase Programmatic Approach
Program)**

between

THE REPUBLIC OF BURUNDI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E3480-BI

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF BURUNDI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS:

- A. The Participating Countries, including the Recipient, and the Regional Bodies, have agreed to participate in the MPA Program;
- B. Under Phase I of the MPA Program, the Association extended financial assistance to the Republic of Rwanda, Federal Republic of Somalia, Democratic Republic of Sao Tome and Principe, United Republic of Tanzania, and the Regional Bodies;
- C. Under subsequent phases of the MPA Program, the Association will extend or has extended financing to the Recipient and other Participating Countries; and
- D. The Recipient, having satisfied itself as to the feasibility and priority of its activities, has requested the Association to assist in financing activities related to the MPA Program.

NOW THEREFORE the Association and the Recipient 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 seventy-five million and nine hundred thousand Special Drawing Rights (SDR 75,900,000) (“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 and the MPA Program. To this end, the Recipient shall cause (a) Parts 1, 2 and 4 of the Project to be carried out by REGIDESO, and (b) Part 3 of the Project to be carried out by Weza Power, all in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, the Project Agreements and Subsidiary Agreements (respectively, the Weza Power Project Agreement and Subsidiary Agreement, and the REGIDESO Project Agreement and Subsidiary Agreement).

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) REGIDESO's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of REGIDESO to perform any of its obligations under the REGIDESO Project Agreement and Subsidiary Agreement, or to achieve the objective of the Project.
 - (b) Weza Power's Statute has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of Weza Power to perform any of its obligations under the Weza Power Project Agreement and Subsidiary Agreement, or to achieve the objective of the Project.
 - (c) The Interim Agreement has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the carrying out of Part 3 of the Project and /or the Recipient's ability to carry out any of its obligations under this Agreement.

- (d) Either party to the Interim Agreement has committed a material breach of its obligations thereunder.
 - (e) The Electricity Legislation or any of the Project Consents has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform its obligations under this Agreement or the ability of either REGIDESO or Weza Power to perform any of their obligations under the relevant Project Agreement, the respective Subsidiary Agreement and the Interim Agreement.
 - (f) REGIDESO and/or Weza Power shall have failed to comply with any of the respective obligations under either the Weza Power Project Agreement, or the REGIDESO Project Agreement or under the respective Subsidiary Agreement, and the Interim Agreement.
 - (g) As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that REGIDESO and/or Weza Power will be able to perform any of their obligations under either the Weza Power Project Agreement, the REGIDESO Project Agreement, or under the respective Subsidiary Agreement, and the Interim Agreement.
 - (h) Without prejudice to the provisions of Section 8.02(k) (iii) of the General Conditions, the ownership interests in Weza Power held directly or indirectly by Virunga Power shall have been transferred or disposed of in any manner.
 - (i) The Recipient or any other authority having jurisdiction shall have taken any action for the dissolution or disestablishment of, or suspension of the operations of REGIDESO, and/or Weza Power.
- 4.02. Any of the Co-financing Agreements shall have failed to become effective within eighteen (18) months of the Effective Date, or such later date as the Association may agree; provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Association that adequate funds for the Project are available to the Recipient from other sources on terms and conditions consistent with the obligations of the Recipient under this Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The REGIDESO Subsidiary Agreement has been executed on behalf of the Recipient and REGIDESO in a manner satisfactory to the Association and is legally binding upon the Recipient and REGIDESO.
 - (b) The Weza Power Subsidiary Agreement has been executed on behalf of the Recipient and Weza Power in a manner satisfactory to the Association and is legally binding upon the Recipient and Weza Power.
 - (c) REGIDESO has extended the mandate, functions, resources, and terms of reference of the REGIDESO PIU to comply with the obligations set forth in Section I.A.3 and 4 of Schedule 2 to this Agreement, in form and substance satisfactory to the Association.
 - (d) Weza Power has: (i) established the Weza Power PIU with mandate, functions, resources and terms of reference, acceptable to the Association, and (ii) recruited to said Weza Power PIU, the key staff including, four environmental and social specialists, a procurement specialist, and a financial management specialist all with experience, qualifications, and terms of reference, satisfactory to the Association.
 - (e) REGIDESO has amended and adopted the REGIDESO Project Implementation Manual, in form and substance satisfactory to the Association.
 - (f) Weza Power has prepared and adopted the Weza Power Project Implementation Manual, in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date one hundred and twenty days (120) 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 minister in charge of finance.

6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Ministry of Finance, Budget and Economic Planning
B.P. 1830, Bujumbura, Republic of Burundi; and

(b) the Recipient's Electronic Address is:

Telex:	E-mail:
MINIFINBDI	finances@finances.gov.bi

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:	E-mail:
248423 (MCI)	1-202-477-6391	burundiwb@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF BURUNDI

By



Authorized Representative

Name: Audace Niyonzima

Title: Minister of Finance, Budget and Economic Planning

Date: 12-Jul-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Hawa Wagué

Title: Country Manager

Date: 08-Jul-2024

SCHEDULE 1

Project Description

The objective of the Project is to increase access to electricity for households, enterprises, and public institutions in the Recipient's territory.

The Project constitutes a phase of the MPA Program and consists of the following parts:

Part 1. Network Reinforcement Outside of Bujumbura

1. Carrying out the expansion and densification of the distribution network in urban and rural areas outside of Bujumbura, through: (i) construction and expansion of the MV lines; (ii) identification of measures to improve the distribution lines operational reliability, flexibility and resilience; and (iii) increase of the distribution transformer capacity.

Part 2. Rehabilitation, Densification, Modernization, and Extension of Distribution Network in Bujumbura and Surrounding Areas

1. Carrying out the rehabilitation and modernization of the Bujumbura network and surrounding areas, through: (i) rehabilitation and expansion of the MV network; (ii) acquisition and installation of the Supervisory Control and Data Acquisition/Distribution Management System (SCADA/DMS); and (iii) rehabilitation of REGIDESO's workshop for transformers and building the capacity for repair and maintenance of said transformers.

2. Extending the network in Targeted Peri-urban and Rural Areas, through: (i) carrying out the construction of new connections (MV and LV) to households, enterprises and public facilities; (ii) upgrading the MV/LV distribution transformers and related accessories; and (iii) installation of public efficient lighting (such as LEDs).

Part 3. Private Sector Distribution Pilot

1. Expanding the distribution network through new publicly owned assets, installed and operated by a private distribution utility, in particular: (a) reinforcement, densification, and expansion, including construction of MV lines and LV lines in Target Peri-urban and Rural Areas and (b) increasing distribution transformer capacity, in said Target Peri-urban and Rural Areas.

Part 4. Power Sector Sustainability

Provision of technical assistance to: (a) update REGIDESO Performance Improvement Plan; (b) update REGIDESO Financial Recovery Plan; (c) establishment of national power training center to build capacity in areas of expertise related to electrification;

(d) strengthen institutional arrangements and capacity of MHEM to monitor the implementation of the National Electrification Strategy, update the Distribution Master Plan and the performance of the contract to be entered between REGIDESO and the Recipient; (e) strengthen sector governance, long term viability, and private sector participation; (f) strengthen the governance, the institutional, organizational, and regulatory capacity of the power regulator; (g) transactional advisory services to support REGIDESO and MHEM in negotiating PPP arrangements, and power purchase and bulk supply agreements with the private sector; and (h) hiring an Independent Verification Agent to measure the achievement of the PBCs indicators; (i) conduct a gender and inclusion audit in the power sector.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

Steering Committee

1. No later than one (1) month after the Effective Date, the Recipient shall amend the instrument that established the Project Steering Committee (PSC) to include the specificity of this Project and thereafter maintain the PSC throughout the implementation of the Project, with a composition, mandate, and resources satisfactory to the Association and detailed in the REGIDESO PIM and Weza Power PIM. The PSC will meet at least twice a year and will hold extraordinary meetings, when necessary, to ensure regular project oversight.
2. The PSC shall be responsible for, inter alia, (i) overall strategic guidance; (ii) ensuring coordination with relevant stakeholders; (iii) guidance on Project implementation; (iv) overseeing and monitoring the Project activities; and (v) reviewing and approving Annual Work Plans and Budgets.

REGIDESO PIU

3. The Recipient shall cause REGIDESO to maintain, throughout Project implementation, a Project implementation unit (“REGIDESO PIU”) with dedicated staff, mandate, composition and resources acceptable to the Association, including: (i) a Project manager; (ii) a procurement specialist; (iii) a financial management specialist; (iv) a monitoring and evaluation specialist; (v) environmental and social specialists as indicated in the ESCP; (vi) two (2) distribution engineers; (vii) two civil engineers; (viii) a contract manager; and (ix) any other technical, fiduciary, and safeguards specialists as may have been agreed with the Association, as further detailed in the REGIDESO PIM.
4. The REGIDESO PIU shall be responsible for day-to-day management and implementation of Parts 1, 2 and 4 of the Project, including: (i) managing the safeguards and social aspects; (ii) managing the procurement, financial management and disbursements; (iii) coordinating the preparation, adjustments, and use of the Project management tools, including any updates to the REGIDESO PIM, Annual Work Plan and Budget, Procurement Plan, and disbursement projections; (iv) coordinating with key stakeholders on the technical aspects; (v) monitoring the progress of the PDO and intermediate indicators of the Results Framework; and (vi) preparing Project reports.

WEZA POWER PIU

5. The Recipient shall cause Weza Power to maintain, throughout Project implementation, a Project implementation unit (“Weza Power PIU”) with dedicated staff, mandate, composition and resources acceptable to the Association, including: (i) a Project manager; (ii) a procurement specialist; (iii) a financial management specialist; (iv) a monitoring and evaluation specialist; (v) environmental and social specialists as indicated in the ESAP; (vi) two distribution engineers and two civil engineers; and (vii) any other technical, fiduciary, and safeguards specialists as may have been agreed with the Association, as further detailed in the Weza Power PIM.
6. The Weza Power PIU shall be responsible for day-to-day management and implementation of Part 3 of the Project, including: (i) managing the safeguards and social aspects; (ii) managing the procurement, financial management and disbursements; (iii) coordinating the preparation, adjustments, and use of the Project management tools, including any updates to the Weza Power PIM, Annual Work Plan and Budget, Procurement Plan, and disbursement projections; (iv) coordinating with key stakeholders on the technical aspects; (v) monitoring the progress of the PDO and intermediate indicators of the Results Framework; and (vi) preparing Project reports.

B. REGIDESO Subsidiary Agreement

1. To facilitate the carrying out of Parts 1, 2 and 4 of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Categories 1, 2 and 4 of the table set forth in Section III.A of this Schedule available to REGIDESO under a subsidiary agreement between the Recipient and REGIDESO (“REGIDESO Subsidiary Agreement”), under terms and conditions approved by the Association, which shall include those set forth under Part A of Schedule 4 to this Agreement.
2. The Recipient shall exercise its rights under the REGIDESO 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.
3. In the event of any conflict between the provisions of the REGIDESO Subsidiary Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Weza Power Subsidiary Agreement

1. To facilitate the carrying out of Part 3 of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Category 3 in the table set forth in Section III.A of this Schedule available to Weza Power under a subsidiary agreement between the Recipient and Weza Power (“Weza Power Subsidiary Agreement”), under terms and conditions approved by the Association, which shall include those set forth in Part B of Schedule 4 to this Agreement.
2. The Recipient shall exercise its rights under the Weza Power 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.
3. In the event of any conflict between the provisions of the Weza Power Subsidiary Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. Project Implementation Manuals; and PBC Manual

1. The Recipient shall cause REGIDESO to:
 - (a) update and thereafter adopt the REGIDESO Project Implementation Manual, under terms and conditions acceptable to the Association, setting out detailed guidelines, methods and procedures for the implementation of Parts 1, 2 and 4 of the Project, including: (a) the different roles and responsibilities in the implementation of Parts 1, 2 and 4 of the Project, including the various mechanisms for ensuring close coordination and collaboration between various Project stakeholders; (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) accounting system and transaction records; (g) reporting requirements; (h) external audit and independent verification arrangements; (i) anti-corruption and fraud mitigation measures; (j) safeguards aspects, including a detailed description of the GRM process as well as any process for recording and reporting Project-related accidents and incidents; (k) monitoring and evaluation arrangements; (l) contractual arrangements, (m) Personal Data collection and processing in accordance with applicable national law and good international practice; and (n) such other arrangements and procedures as shall be required for the effective implementation of Parts 1, 2 and 4 of the Project.;

- (b) ensure that Parts 1, 2 and 4 of the Project are carried in accordance with the REGIDESO PIM under terms and conditions acceptable to the Association; and
 - (c) not assign, amend, abrogate, or waive the REGIDESO PIM or any of its provisions, without the prior written approval of the Association. In case of any conflict between the terms of any of the REGIDESO PIM and the terms of this Agreement, the terms of this Agreement shall prevail.
2. The Recipient shall cause Weza Power to:
- (a) adopt the Weza Power Project Implementation Manual, under terms and conditions acceptable to the Association, setting out detailed guidelines, methods and procedures for the implementation of Part 3 of the Project, including: (a) the different roles and responsibilities in the implementation of Part 3 of the Project, including the various mechanisms for ensuring close coordination and collaboration between various Project stakeholders; (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) accounting system and transaction records; (g) reporting requirements; (h) external audit and independent verification arrangements; (i) anti-corruption and fraud mitigation measures; (j) safeguards aspects, including a detailed description of the GRM process as well as any process for recording and reporting Project-related accidents and incidents; (k) monitoring and evaluation arrangements; (l) contractual arrangements, (m) Personal Data collection and processing in accordance with applicable national law and good international practice; and (n) such other arrangements and procedures as shall be required for the effective implementation of Part 3 of the Project.;
 - (b) ensure that Part 3 of the Project is carried in accordance with the Weza Power PIM under terms and conditions acceptable to the Association; and
 - (c) not assign, amend, abrogate, or waive the Weza Power PIM or any of its provisions, without the prior written approval of the Association. In case of any conflict between the terms of any of the Weza Power PIM and the terms of this Agreement, the terms of this Agreement shall prevail.
3. Without limitation to the generality of paragraph 1 above, for the purposes of carrying out the PBCs 1 to 3 set forth in Schedule 3 to this Agreement, no later than one (1) month after the Effective Date, the Recipient shall cause REGIDESO to:

- (a) prepare a manual acceptable to the Association (“PBC Manual”) and, upon approval by the Association, integrate said PBC Manual as an annex to the REGIDESO PIM;
- (b) implement the PBCs in accordance with the requirements set forth in the PBC Manual; and
- (c) not assign, amend, abrogate or waive the PBC Manual or any of its provisions, except with the prior written approval of the Association. In case of any conflict between the terms of the PBC Manual and those of this Agreement, the terms of this Agreement shall prevail.

E. Verification of Achievement of Performance Based Conditions

For purposes of implementing Performance Based Conditions (PBCs) 1 to 3, the Recipient shall cause REGIDESO to carry out a verification process through the independent verification agency selected and hired under terms of references and in a manner acceptable to the Association, that the Association has confirmed in writing to be acceptable, as determined in the Verification Protocol (“Verification Agent”), for the verification of achievement of PBCs which are set forth in the table in Schedule 3 to this Agreement, and furnish to the Association, not later than sixty (60) days after the verification of compliance of said PBCs, reports on the results of said verification of compliance process of such scope and in such detail as the Association shall reasonably request and in accordance with the PBC Manual.

F. Annual Work Plan and Budget

- 1. The Recipient shall cause REGIDESO and Weza Power, respectively, not later than March 30 of each year, prepare and furnish to the Association, an annual work plan and budget of activities proposed for implementation under the respective Parts of the Project during the following fiscal year, together with a proposed budget, including amounts of counterpart funding.
- 2. The Recipient shall cause REGIDESO and Weza Power, respectively, to exchange views with the Association on each such proposed Annual Work Plan and Budget, and shall cause REGIDESO and Weza Power to 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 approval of the Association.

G. Environmental and Social Standards

1. The Recipient shall, and shall cause REGIDESO to, ensure that Parts 1, 2 and 4 of the Project are 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 REGIDESO, ensure that Parts 1, 2 and 4 of the Project are 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 REGIDESO, 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 shall, and shall cause REGIDESO 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 Parts 1, 2 and 4 of the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or worker, 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 REGIDESO to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Parts 1, 2 and 4 of the 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 REGIDESO to, ensure that all bidding documents and contracts for civil works under Parts 1, 2 and 4 of the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

H. Performance Standards

1. The Recipient shall cause Weza Power to carry out Part 3 of the Project in accordance with the Performance Standards, the Environmental and Social Management System (ESMS), and the Environmental and Social Action Plan (ESAP), all in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall cause Weza Power to prepare, consult on, disclose, and adopt the ESMS as set forth in Section III.B.1(b)(v) of this Schedule 2, and shall ensure that:
 - (a) adequate resources are made available to ensure that the implementation of the ESMS is continued and effective and that the ESMS is operated, and the social and environmental performance of Part 3 of the Project is managed in a manner consistent with the Performance Standards;
 - (b) qualified and experienced staff in adequate numbers are retained to implement the ESMS;
 - (c) no later than thirty (30) days after the end of each calendar semester, covering the calendar semester, an environmental and social performance report shall be furnished to the Association, setting out, *inter alia*: (i) compliance with the Performance Standards; (ii) the status of implementation of the ESMS; (iii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESMS; (iii) corrective and preventive measures taken or required to be taken to address such

conditions; (iv) details of Project-related complaints, and setting out the action being taken to ensure compliance and/or address Project-related complaints; and

- (d) the Association is promptly notified of any incident or accident related to or having an impact on Part 3 of the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, *inter alia*, cases of sexual exploitation and abuse, sexual harassment, fatalities or serious workplace related injuries, child labor, forced labor, as set out in the ESAP.
- 3. No later than thirty (30) days after the Effective Date, the Recipient shall cause Weza Power 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.
- 4. In case of any inconsistencies between the ESMS and the provisions of this Agreement, the provisions of this Agreement shall prevail.

I. Regional Level Coordination Arrangements

The Recipient shall during implementation of the Project, collaborate and coordinate with COMESA to outline arrangements that will facilitate the Recipient's participation in the regional energy access acceleration platform established under the MPA Program, and to draw on the technical assistance and other benefits available to the Recipient and other Participating Countries through the said platform.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall cause REGIDESO and Weza Power to furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester. 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 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:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts 1 and 4 of the Project	18,216,000	100%
(2) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts 2 of the Project (other than for the Eligible PBC Expenditures)	34,914,000	100%
(3) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part 3 of the Project	7,590,000	100%
(4) Eligible PBC Expenditures under Part 2 of the Project	15,180,000	100% after Category 2 is fully disbursed
TOTAL AMOUNT	75,900,000	

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, except that withdrawals up to an aggregate amount not to exceed SDR 1,518,000 may be made for payments made prior to this date but on or after June 1, 2024, for Eligible Expenditures under Category (3); or
 - (b) for payments under Category (3), unless and until the Association is satisfied that the following conditions have been met, namely that:
 - (i) Weza Power (i) has been duly established and is registered under the laws of the Recipient and authorized to carry out its activities and comply with its obligations under the Project Documents and the Interim Agreement to which it is or will be a party and (ii) has received all Project Consents required at that time under the laws and regulations applicable on the Recipient's territory for the carrying out of its activities in accordance with its constitutional documents, the Project Documents and the Interim Agreement;
 - (ii) the Interim Agreement (a) has been duly authorized by the parties thereto and each formality or procedure required under applicable law for its validity and effectiveness (including satisfaction or the renunciation by the Beneficiary of the conditions precedents under Article 6.2 and 6.3 of the Interim Agreement) have been completed in accordance with the law and (b) is legally binding upon each of its respective parties and is enforceable in the territory of its respective parties in accordance with its terms;
 - (iii) Virunga Power has transferred its rights and obligations under the Interim Agreement to Weza Power and has notified the Recipient in compliance with Article 22 of the Interim Agreement;
 - (iv) Weza Power and respective contractor(s) have executed a Construction Agreement and/or a Supply Agreement, under terms and conditions acceptable to the Association, as shall be evidenced by the first of such Constructions Agreement and/or Supply Agreement;

- (v) Weza Power has prepared, consulted on, adopted and disclosed an Environmental and Social Management System, in a manner satisfactory to the Association.
 - (c) for payments under Category (4) with respect to each PBC, as set forth in Schedule 3, for which a withdrawal request has been submitted, until and unless the Recipient has also submitted:
 - (i) evidence, in form and substance satisfactory to the Association, of the Eligible PBC Expenditures paid, as presented in the IFR and verified pursuant to the PBC Manual; and
 - (ii) supporting documentation confirming the Recipient's achievement of the respective PBC or PBCs in form and substance satisfactory to the Association, as further elaborated in Schedule 3 and as set forth in the Verification Protocol, including, but not limited to, a report issued by the Verification Agent, confirming the achievement of the respective PBC or PBCs and the amount to be paid.
2. Notwithstanding the provisions of Part B.1(c) of this Section:
- (a) The Recipient may request withdrawals of the Financing when the relevant Eligible PBC Expenditures have been incurred, but prior to the PBCs having been met, provided that the Recipient shall: (i) achieve such PBCs no later than the Closing Date; and (ii) submit to the Association evidence satisfactory to the Association of such PBCs having been met no later than the Disbursement Deadline Date; provided however, that if by the Disbursement Deadline Date, the Recipient has failed to provide the Association evidence satisfactory to the Association that one or more PBCs have been fully achieved, the Recipient shall, upon notice from the Association, promptly refund to the Association the Withdrawn Financing Balance related those expenditures under the Eligible PBC Expenditures under Category (3). Except as the Association may otherwise determine, the Association shall cancel all amounts refunded pursuant to this Section.
 - (b) If any of the PBCs referred to in Schedule 3 to this Agreement has not been achieved, the Association may, by notice to the Recipient: (a) reallocate all or a portion of the proceeds of the Financing then allocated to said PBC to any other PBC or any other Category; and/or (b) cancel all or a portion of the proceeds of the Financing then allocated to said PBC.
3. The Closing Date is June 30, 2029.

Section IV. Other Undertakings

- A. The Recipient shall, and shall cause REGIDESO (as well as any other agencies or institutions) to, comply with the respective obligations under the Project Documents, the Interim Agreement and the Project Consents.

SCHEDULE 3

Performance Based Conditions

PBC	Description of achievement	Amount of the Financing Allocated in SDR
PBC 1: New investments under Part 2 are constructed in compliance with the new grid electrification norms and standards	PBC 1.1: The Minister of Hydraulic, Energy and Mines has adopted an <i>ordonnance</i> including updated norms and standards in compliance with Article 23 of Law No. 1/05 of March 22, 2024	PBC 1.1: 1,897,500
	PBC 1.2: The new investments are constructed in compliance with the new norms and standards included in the <i>ordonnance</i> of the Minister of Hydraulic, Energy and Mines	PBC 1.2: 1,897,500
PBC 2: New connections under Part 2 are operated in compliance with the new connection framework	PBC 2.1: The President has approved a decree regulating policy and connections fees for the new electricity connections based on affordability in compliance with Article 107 of Law No. 1/05 of March 22, 2024	PBC 2.1: 1,897,500
	PBC 2.2: The new connections are operated in compliance with the President's decree	PBC 2.2: 1,897,500
PBC 3: Adoption of a new tariff structure	PBC 3: The Minister of Hydraulic, Energy and Mines, and the Minister in charge of finance have adopted an <i>ordonnance</i> regulating tariffs, including social tariffs applied exclusively to low-income/vulnerable consumers, in accordance with Article 163 of Law No. 1/05 of March 22, 2024	7,590,000

SCHEDULE 4

Specific provisions for the REGIDESO and WEZA POWER Subsidiary Agreements

A. REGIDESO Subsidiary Agreement

1. The Recipient shall ensure that the REGIDESO Subsidiary Agreement includes the provisions set forth in paragraph 2 immediately below.
2. The obligations of REGIDESO to:
 - (a) carry out Parts 1, 2 and 4 of the Project in accordance with the provisions included or referred to in the REGIDESO Project Agreement;
 - (b) promptly refund to the Recipient for further refund to the Association any proceeds of the Financing not used for the purpose of carrying out Parts 1, 2 and 4 of the Project or for achieving the objective thereof, or otherwise utilized in a manner inconsistent with the provisions of the REGIDESO Project Agreement;
 - (c) to fully collaborate with the Recipient in order to permit timely compliance with the pertinent requirements set forth in Sections I, II of Schedule 2 to this Agreement, and the General Conditions, including REGIDESO's obligations to (i) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Project and the achievement of the Project's objectives; (ii) (A) 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 its operations and financial condition, including the operations, resources and expenditures related to the Project; and (ii) (B) 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; (iii) enable the Recipient and the Association to inspect the Project, its operation and any relevant records and documents; (iv) 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 (v) comply with the Procurement Regulations, the Anticorruption Guidelines, and to ensure that all works, goods and consultants' services, are used solely for the purpose of the Project.

- (d) to fully collaborate with the Recipient in order to permit timely compliance with the pertinent requirements of the ESSs, in accordance with the ESCP.
- (e) to exchange views with the Recipient and the Association with regard to the progress of the Project, and the performance of its obligations under the REGIDESO Subsidiary Agreement;
- (f) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the REGIDESO Subsidiary Agreement or any of its provisions, except with the Recipient and the Association's prior written consent; and
- (g) to take or permit to be taken all actions to enable the Recipient to comply with its obligations under this Agreement and/or the REGIDESO Subsidiary Agreement, as the case may be.

B. Weza Power Subsidiary Agreement

- 1. The Recipient shall ensure that the Weza Power Subsidiary Agreement includes all the provisions set forth in Section A.2(a), (b), (c), (e), (f), and (g) of Schedule 4 to this Agreement immediately above in respect to the implementation of Part 3 of the Project, including the following specific obligation of Weza Power:
 - (a) to carry out Part 3 of the Project in accordance with the pertinent provisions of this Agreement, the Weza Power Project Agreement, the Performance Standards, the ESMS, the ESAP, the Weza Power Project Implementation Manual, the Procurement Regulations, the Anticorruption Guidelines, the Interim Agreement, the Construction Agreements, the Supply Agreements and the respective Project Documents, all in form and substance satisfactory to the Recipient, and the Association.
 - (b) promptly refund to the Recipient, for further refund to the Association any proceeds of the Financing not used for the purpose of carrying out Part 3 of the Project or for achieving the objective thereof, or otherwise utilized in a manner inconsistent with the provisions of the Weza Power Project Agreement, the Project Documents, the Interim Agreement, the Construction Agreements and the Supply Agreements;
 - (c) provide or cause Virunga Power to provide, not later than one (1) month from the signature of each of the Project Document (or such other date agreed by the Association in writing), one or several legal opinions satisfactory to the Association, issued by a legal counsel duly authorized on the laws of Burundi and on the laws applicable to the Project Documents, and acceptable to the Association, confirming that:

- (i) each of the Project Documents has been duly authorized by the parties thereto and each formality or procedure required under applicable law for its validity has been complied in accordance with the law; and
 - (ii) each of the Project Documents is valid, legally binding upon the parties thereto and enforceable against each party in accordance with its terms.
- (d) (i) comply with all its obligations under or referred to in the Project Documents, the Interim Agreement, the Construction Agreements and the Supply Agreements; (ii) except as the Association shall otherwise agree, not assign, amend, abrogate or waive the Project Documents, the Interim Agreement, the Construction Agreements and the Supply Agreements any of their provisions.
- (e) comply with its obligations under the Performance Standards, the ESMS, and the ESAP, respectively.

APPENDIX

Definitions

1. “AFD” means *Agence Française de Développement*.
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. “Bulk Supply Contract” means the agreement to be entered between REGIDESO and Weza Power and/or Virunga Power (“*Contrat d’Approvisionnement d’Electricite*”), referred to inter alia under Articles 6.2 and 9 of the Interim Agreement.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Co-financier” means AFD and EIB.
6. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, the cofinancing to be provided by the Co-financier to assist in financing the Project.
7. “Co-financing Agreement” means the each of the agreements to be entered into between the Recipient and the Co-financiers providing for the Co-financing.
8. “COMESA” means Common Market for Eastern and Southern Africa.
9. “Construction Agreement” means each of the contracts to be signed by Weza Power to procure engineering, procurement, and construction companies for the implementation of Component 3, under terms of reference acceptable to the Association.
10. “Disbursement Deadline Date” means the final date, established by the Association, for the receipt by the Association of applications for withdrawal and supporting documentation; according to the Disbursement Guidelines, this date may be the same as the Closing Date, or up to four months after the Closing Date.
11. “Distribution Master Plan” means the least-cost and economically viable means to reinforce, upgrade and expand the distribution system, including on- and off-grid options, to achieve universal access to electricity.

12. “EIB” means European Investment Bank.
13. “Electricity Legislation” means the Recipient’s law No. 1/05 of March 22, 2024 modifying law No. 1/13 of April 23, 2015 on the reorganization of the electricity sector in Burundi.
14. “Eligible PBC Expenditures” means the following Eligible Expenditures: consulting services, non-consulting services, works, goods, Training, Operating Costs incurred and paid by the Recipient in connection with the implementation of Part 2 of the Project.
15. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for Parts 1, 2 and 4 of the Project, dated May 28, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which set out the material measures and actions that the Recipient shall carry out or cause to be carried out by REGIDESO to address the potential environmental and social risks and impacts of Parts 1, 2 and 4 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.
16. “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.
17. “Environmental and Social Action Plan” or “ESAP” means the plan, dated May 28, 2024, detailing actions to be carried out or caused to be carried out by Weza Power, as the case may be, in accordance with the Performance Standards to address the potential environmental and social risks and impacts of Part 3 of the Project; as such plan may be amended from time to time with prior written agreement of the Association.

18. “Environmental and Social Management System” means the environmental and social management system to be adopted by Weza Power as indicated in the ESAP.
19. “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).
20. “IFR” means the Interim Financial Reports for Parts 1, 2, and 4 of the Project.
21. “Interim Agreement” means the agreement between the Recipient and Virunga Power on December 8, 2023 for, *inter alia*, the execution of the works related to Part 3 of the Project.
22. “Interim Framework Agreement” means the agreement to be entered between REGIDESO and Weza Power and/or Virunga Power (“*Accord Cadre Interiminaire*”), referred to *inter alia* under Articles 6.2 and 9 of the Interim Agreement.
23. “LED” means Light Emitting Diode.
24. “LV” means Low Voltage.
25. “MPA Program” means the multiphase programmatic approach program designed to increase access to sustainable and clean energy in Eastern and Southern Africa.
26. “MHEM” means *Ministère de l’Hydraulique, de l’Energie et des Mines*, the Recipient’s minister of water, energy and mines, or any successor thereto.
27. “MV” means Medium Voltage.
28. “National Electrification Strategy” means the framework adopted by MHEM on November 2023 through which the Recipient set out the roadmap to achieving Sustainable Development Goal (SDG7) in a comprehensive and coordinated manner, comprising of institutional, technical, and financial aspects to ensure sustainability of electrification efforts.
29. “Operating Costs” means the reasonable costs for the incremental expenses incurred for the implementation, monitoring and evaluation by REGIDESO of Parts 1, 2 and 4 of the Project and by Weza Power of Part 3 of the Project consisting of, *inter alia*: on account of vehicle operation and maintenance, communication and insurance costs, banking charges, office rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, salaries of contractual staff for the Project and reasonable

communication and transport costs for Recipient's civil servants working on the Project (but excluding salaries of officials of the Recipient's civil service).

30. "Participating Countries" means the Republic of Burundi, Republic of Rwanda, Federal Republic of Somalia, Democratic Republic of Sao Tome and Principe and the United Republic of Tanzania.
31. "PBC Manual" means REGIDESO's manual referred to in Section I.D.3 of Schedule 2 to this Agreement, to be attached as an annex to the PIM, at all times in form and substance acceptable to the Association containing, *inter alia*: (a) the list of PBCs, including the Verification Protocol; (b) the respective roles and responsibilities in the achievement of the PBCs; and (c) the accounting, financial management, auditing and reporting arrangements; as said manual may be amended from time to time with the Association's prior written approval.
32. "Performance Based Condition" or "PBC" means an indicator, set forth in Schedule 3 of this Agreement, comprised of a number of PBCs in respect of which partial or total failure to achieve may result in withdrawal of lesser amounts, withholding, reallocation, or cancellation of the Financing Proceeds allocated to such PBC under Section III.A of Schedule 2 to this Agreement, pursuant to Section I.E of Schedule 2 to this Agreement.
33. "Performance Standards" means the Association's Performance Standards for Private Sector Activities, as approved by the Association's Board of Executive Directors on June 26, 2012, copies of which have been delivered to, and receipt of which has been acknowledged by, Weza Power by entering into this Agreement.
34. "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.
35. "Project Agreements" means the REGIDESO Project Agreement and the Weza Power Project Agreement.
36. "PPP" means public-private partnership.
37. "Project Consents" means, collectively, the consents referred to in the Interim Agreement necessary for the construction activities related to the implementation of Part 3 of the Project.

38. “Project Documents” means collectively the the Weza Power Subsidiary Agreement, the Weza Power Project Agreement, the Interim Framework Agreement and the Bulk Supply Contract.
39. “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.
40. “Project Steering Committee” means the Project’s steering committee referred to under Section I.A.1 of Schedule 2 to this Agreement.
41. “REGIDESO” means *Régie de Production et de Distribution d’Eau et d’Electricité*, the water and electricity production and distribution company established under the laws of the Recipient and operating in accordance with the Project Implementing Entity’s Legislation.
42. “REGIDESO’s Legislation” means the Recipient’s Decree No. 100/216 dated November 20, 2023, modifying the Law Decree No. 100/182 of September 28, 1989 on the statute of REGIDESO and law No. 1/09 of May 30, 2011 (the Recipient’s company Law), as the same may be amended from time to time.
43. “REGIDESO Financial Recovery Plan” means the financial strengthening plan for REGIDESO detailing the measures (i) for managing costs and increasing revenues, (ii) to strengthen the balance sheet (e.g. through debt restructuring) and (iii) to manage and monitor fund investments.
44. “REGIDESO Performance Improvement Plan” means the plan that ensures efficient operational performance of REGIDESO focusing on company organizational restructuring, reengineering of processes and activities in key business areas through improved management information systems and advanced metering infrastructure in order to improve efficiency, transparency, and accountability in operations.
45. “REGIDESO Project Agreement” means the agreement between the Association and REGIDESO, of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the REGIDESO Project Agreement.
46. “REGIDESO Project Implementation Unit” or “REGIDESO PIU” means the Project implementation unit referred to under Section I.A.3 of Schedule 2 to this Agreement.
47. “REGIDESO Project Implementation Manual” or “REGIDESO PIM” means REGIDESO’s manual acceptable to the Association, referred to in Section I.D.1 of Schedule 2 to this Agreement for the implementation of Parts 1, 2 and 4 of the

Project, as said manual may be amended from time to time with the Association's prior written approval.

48. "REGIDESO Subsidiary Agreement" means the agreement between the Recipient and REGIDESO referred to in Section I.B of Schedule 2 and Part A of Schedule 4 to this Agreement, as the same may be amended from time to time, with the prior written approval of the Association.
49. "Regional Bodies" means the regional and sub-regional organizations participating in the MPA Program, namely Common Market for Eastern and Southern Africa (COMESA), and Eastern and Southern African Trade and Development Bank (TDB), and any regional organization that will participate in future operations under the MPA Program, as agreed by the Association and notified in writing to the Recipient, and "Regional Body" means any one of the Regional Bodies.
50. "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.
51. "Subsidiary Agreements" means the REGIDESO Subsidiary Agreement and the Weza Power Subsidiary Agreement.
52. "Supervisory Control and Data Acquisition/Distribution Management System" or "SCADA/DMS" means a computer-based system for gathering and analyzing real-time data to monitor and control the grid in order to improve the supply reliability, operational efficiency, and resilience of distribution network.
53. "Supply Agreement" means each of the contracts to be signed by Weza Power for the procurement of equipment and materials for the implementation of Part 3 of the Project Agreement, under terms of reference acceptable to the Association.
54. "Targeted Peri-urban and Rural Areas" the peri-urban and rural areas where the Project main activities will be implemented, as further indicated in the PIM.
55. "Training" means training and workshops, including purchase and publication of materials, rental of facilities, course fees, study tours and travel and subsistence for participants, trainees and trainers.
56. "Verification Agent" means the entity or entities listed in the Verification Protocol and referred to in Section I.E of Schedule 2 to this Agreement.
57. "Verification Protocol" means REGIDESO's protocol referred to in Section I.E of Schedule 2 to this Agreement, included in the PBC Manual, setting forth the basis and methodology for verification of the achievement of PBCs, as the same may be modified from time to time with the prior written agreement of the Association.

58. “Virunga Power” means Virunga Power Holdings Ltd, a company incorporated in Mauritius, sole shareholder of Weza Power.
59. “Weza Power” means Weza Power SURL, a company incorporated under the Burundian laws, with registration number at the Registry of Commerce of the Burundian *Offices de Recettes* No. 0047429/23.
60. “Weza Power Project Agreement” means the agreement between the Association and Weza Power, of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Weza Power Project Agreement.
61. “Weza Power Project Implementation Unit” or “Weza Power PIU” means the Project implementation unit referred to under Section I.A.5 of Schedule 2 to this Agreement.
62. “Weza Power Project Implementation Manual” or “Weza Power PIM” means Weza Power’s manual acceptable to the Association, referred to in Section I.D.2 of Schedule 2 to this Agreement for the implementation of Part 3 of the Project, as said manual may be amended from time to time with the Association’s prior written approval.
63. “Weza Power’s Statute” means the by-laws of Weza Power dated February 2, 2024, and subsequent modifications.
64. “Weza Power Subsidiary Agreement” means the agreement between the Recipient and Weza Power referred to in Section I.C of Schedule 2 and Part B of Schedule 4 to this Agreement, as the same may be amended from time to time, with the prior written approval of the Association.