
LOAN NUMBER 9553-IN

Loan Agreement

(Additional Financing for Resilient Kerala Program)

between

INDIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between INDIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) for the purpose of providing additional financing for activities related to the Original Program (as defined in the Appendix to this Agreement). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred fifty million Dollars (\$ 150,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the program described in Schedule 1 to this Agreement (“Program”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread; or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are January 15 and July 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROGRAM

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

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower's Representative is any of the following officials acting severally: the Secretary, Additional Secretary, Joint Secretary, Director, Deputy Secretary, or Under Secretary of the Department of Economic Affairs of the Borrower's Ministry of Finance.

5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

Secretary, Department of Economic Affairs
Ministry of Finance
Government of India
North Block, New Delhi 110 001, India; and

(b) the Borrower's Electronic Address is:

Facsimile:	E-mail:
+91-11-23094075	secy-dea@nic.in

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

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	wbindia@worldbank.org

AGREED as of the Signature Date.

INDIA

By



Authorized Representative

Name: K. Manicka Raj

Title: Joint Secretary, FB&ADB

Date: 02-Aug-2023

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: Auguste Tano Kouame

Title: Country Director

Date: 21-Jul-2023

SCHEDULE 1

Program Description

The objective of the Program is to enhance Kerala's resilience against the impacts of climate change and natural disasters, including disease outbreaks and pandemics.

The Program consists of the following activities:

Results Area 1: Strengthening Transversal Systems for Resilience

1.1 Sustainable Fiscal and Debt Management

- (a) Strengthening capacity to deal with contingent liabilities due to disasters and disease outbreaks.
- (b) Establishing debt management unit within DoF, adopting and implementing a debt management plan, and enhancing capacity of debt management unit.
- (c) Strengthening revenue mobilization, expenditure management, financial controls and treasury operations.

1.2 Comprehensive Disaster Risk Finance and Social Protection System

- (a) Developing a comprehensive risk financing framework to enhance financial resilience of government and communities to natural disasters and disease outbreaks.
- (b) Building database of vulnerable populations and post-disaster payments platform to transfer social protection payments to beneficiaries.
- (c) Implementing risk insurance and adaptive safety net programs for select vulnerable groups in Pamba Basin districts.
- (d) Mobilizing resources from the market for disaster risk financing.
- (e) Enhancing decision-making capabilities and financial literacy of women in order to channel social protection payments through women.

1.3 Risk-Informed Urban Master Plans for Cities and Towns

- (a) Implementing reforms related to risk-informed master planning by urban local bodies.
- (b) Incentivizing adoption of risk-informed urban master plans and priority action plans by urban local bodies in Pamba Basin districts.
- (c) Training and capacity building of urban local bodies on risk informed planning and investments.

1.4 Risk-Informed Local Disaster Risk Management Plans

- (a) Formulating and/or updating disaster risk management plans for local self-government institutions in Pamba Basin districts.
- (b) Developing technical tools and training in disaster risk management.
- (c) Supporting investment planning integrating climate risk information at the local level.
- (d) Developing the DCAT tool to track local investments which are climate and disaster risk informed.

1.5 Climate Budget Reform

- (a) Strengthening a whole-of-government approach to integrate climate change priorities into policy and institutional environment through climate policy budgeting.

1.6 Open Data Initiative for Building Resilience to Climate and Disaster

- (a) Conducting open data readiness assessment with respect to climate and disaster data and information.
- (b) Developing a roadmap for open data initiative to reduce vulnerability to natural hazards and climate change.
- (c) Piloting innovations to strengthen resilience in climate sensitive sectors.

Results Area 2: Embedding Resilience in Key Economic Sectors

2.1 Resilient Public Health Systems

- (a) Strengthening public health systems for disease outbreak prevention and preparedness.

2.2 Integrated and Sustainable Water Resources Management

- (a) Establishing a river basin conservation and management authority for integrated water resources management.
- (b) Developing flood forecasting system, integrated reservoir operation system and investment plans for Pamba Basin for improving integrated water resources management, and adopting integrated river basin management plan including recommendations for investments.
- (c) Implementing critical investment(s) on water resources management as defined in the integrated river basin management plan.

- (d) Strengthening of WRD with tools for flood management.
- (e) Implementing investments in select locations in Pamba Basin to minimize flood damages in future, including through restoration of rivers and lake embankments.

2.3 Sustainable and Resilient Agriculture Systems

- (a) Strengthening agroecological units to facilitate implementation of agroecological zone approaches for development of agriculture production.
- (b) Forming new farmer producer organizations in Pamba Basin districts.
- (c) Promoting participation of women in agricultural activities, including through support for membership of women in farmer producer organizations, increase in access to information, benefits and other services for capacity building of women farmers, and provision of business development and leadership training.

2.4 Climate Resilient Road Infrastructure

- (a) Establishing a road maintenance management system cell in the PWD to support implementation of climate proof designs, budgeting and implantation for the road sector.
- (b) Upgrading 400 kilometers of Core Road Network (CRN) infrastructure in Pamba Basin districts through output and performance-based road maintenance contracts.

2.5 Coastal Resilience and Management

- (a) Improving coordination and strengthening the institutional capacity for sustainable shoreline management.
- (b) Preparing a long-term shoreline management plan.
- (c) Implementing pilot investments for addressing coastal erosion in vulnerable coastal hotspots along and adjacent to Pamba Basin.

SCHEDULE 2

Program Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. To facilitate the carrying out of the Program, the Borrower shall make the proceeds of the Loan available to the Program Implementing Entity in accordance with the Borrower's standard arrangements for developmental assistance to the states of India. Notwithstanding the foregoing, in the event that any provision of this Agreement, including the instructions that the Bank shall have specified by notice to the Borrower pursuant to Section IV.A of this Schedule 2, were to be found inconsistent with the Borrower's standard arrangements for development assistance to the states of India, the provisions of this Agreement and related instructions shall govern.
2. The Borrower shall at all times protect its own interests and the interests of the Bank to accomplish the purposes of the Loan.

B. Program Action Plan

The Borrower shall cause the Program Implementing Entity to implement the Program Action Plan, in accordance with the provisions of Section I.C of the Schedule to the Program Agreement.

Section II. Excluded Activities

The Borrower shall ensure that the Program excludes any activities which:

- A. in the opinion of the Bank, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost seventy five million Dollars (\$75,000,000) equivalent or more per contract; (2) goods, estimated to cost fifty million Dollars (\$50,000,000) equivalent or more per contract; (3) non-consulting services, estimated to cost fifty million Dollars (\$50,000,000) equivalent or more per contract; or (4) consulting services, estimated to cost twenty million Dollars (\$20,000,000) equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

A. Program Reports

The Borrower shall cause the Program Implementing Entity to furnish to the Bank each Program Report not later than forty-five days after the end of each calendar semester, covering the calendar semester.

Section IV. Withdrawal of Loan Proceeds

A. General

1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Program Expenditures (inclusive of Taxes), on the basis of the results (“Disbursement Linked Results” or “DLRs”) achieved by the Program Implementing Entity, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”); and (b) pay: (i) the Front-end Fee; and (ii) pay each Interest Rate Cap or Interest Rate Collar premium; all as set forth in the table in paragraph 2 of this Part A and Schedule 4 to this Agreement.
2. The following table specifies each category of withdrawal of the proceeds of the Loan (including DLIs as applicable) (“Category”), and the allocation of the amounts of the Loan to each Category; provided that for the purpose of Categories (1) to (3) of the table below, the actual amount authorized for disbursement (“Allocated Amount”) based on the formula for its determination upon the achievement of an individual DLR for any given DLI financed under such Category, shall be calculated as set forth in Schedule 4 to this Agreement:

Category (including Disbursement Linked Indicator as applicable)	Amount of the Loan Allocated (expressed in USD)
(1) DLI #7: Integrated river basin management plan is developed and implemented for Pamba Basin	45,000,000
(2) DLI #10: Shoreline management plan is developed and investments to protect coastal erosion in critical sites carried out	90,000,000
(3) DLI #11: GoK has published document titled “Climate Budget” along with the annual budget for climate relevant sectors and initiated state climate resilience plan	14,625,000
(4) Front-end Fee to be paid pursuant to Section 2.03 of this Agreement in accordance with Section 2.05 (b) of the General Conditions	375,000
(5) Interest Rate Cap or Interest Rate Collar premium to be paid pursuant to Section 4.05 (c) of the General Conditions	0
TOTAL AMOUNT	150,000,000

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$1,500,000 may be made on the basis of DLRs achieved prior to this date but on or after January 1, 2022, or/and
 - (b) for any DLR, until and unless the Borrower has furnished evidence satisfactory to the Bank that said DLR has been achieved.

2. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLR(s) under Category (1) to (3) has not been achieved by the date by which the said DLR is expected to be achieved, the Bank may, by notice to the Borrower:
 - (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Loan then allocated to said Category which, in the opinion of the Bank, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the formula for Allocated Amounts set out in table in Schedule 4 to this Agreement;
 - (b) reallocate all or a portion of the proceeds of the Loan then allocated to said DLR to any other DLR;
 - (c) cancel all or a portion of the proceeds of the Loan then allocated to said DLR; and/or
 - (d) authorize the withdrawal of such portion of the Allocated Amount which has not been disbursed by the expected date pursuant to paragraph (a) immediately above, at a later than the expected date for the DLR(s) achieved after such initially expected date.

3. The Closing Date is June 30, 2028.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

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

Level Principal Repayments

Principal Payment Date	Installment Share
On each January 15 and July 15 Beginning July 15, 2029 through January 15, 2037	6.25%

SCHEDULE 4

Disbursement-Linked Indicators, Disbursement-Linked Results and Allocated Amount(s)*

DISBURSEMENT-LINKED INDICATORS	DISBURSEMENT-LINKED RESULTS						
	DLRS EXPECTED TO BE ACHIEVED IN FY22/23 (PRIOR RESULT)	DLRS EXPECTED TO BE ACHIEVED IN FY23/24	DLRS EXPECTED TO BE ACHIEVED IN FY24/25	DLRS EXPECTED TO BE ACHIEVED IN FY25/26	DLRS EXPECTED TO BE ACHIEVED IN FY26/27	DLRS EXPECTED TO BE ACHIEVED IN FY27/28	DLRS EXPECTED TO BE ACHIEVED IN FY28/29
DLI #7. Integrated river basin management plan is developed and implemented for Pamba Basin		River basin conservation and management authority is fully operational with technical and operational staff	(i) WRD has operationalized integrated river basin plan for Pamba Basin (ii) WRD has adopted and commenced implementation of 30 interventions identified in the integrated river basin plan in Pamba Basin.	(i) WRD has interfaced the water resource management systems with KSDMA, DoA, PWD and LSGD (ii) WRD has prepared and publicly disseminated annual water audit report for Pamba basin	WRD has implemented at least two critical investments identified in the integrated river basin management plan for Pamba Basin	WRD has implemented river basin restoration and improvement works along 100 kilometer river stretches in Pamba Basin	
<i>Allocated Amount(s)</i> \$45,000,000		\$2,500,000 <i>Scalability:</i> No	(i) \$1,000,000 <i>Scalability:</i> No (ii) \$266,667 for each intervention commenced up to a maximum of \$8,000,000 in the aggregate <i>Scalability:</i> Yes	(i) \$2,000,000 <i>Scalability:</i> No (ii) \$2,000,000 per preparation and public dissemination of annual water audit report up to maximum of \$4,000,000 in the aggregate <i>Scalability:</i> Yes	\$1,250,000 per investment implemented up to a maximum of \$2,500,000 in the aggregate <i>Scalability:</i> Yes	\$250,000 per kilometer of works completed up to a maximum of \$25,000,000 in the aggregate <i>Scalability:</i> Yes	

DISBURSEMENT-LINKED INDICATORS	DISBURSEMENT-LINKED RESULTS						
	DLRs EXPECTED TO BE ACHIEVED IN FY22/23 (PRIOR RESULT)	DLRs EXPECTED TO BE ACHIEVED IN FY23/24	DLRs EXPECTED TO BE ACHIEVED IN FY24/25	DLRs EXPECTED TO BE ACHIEVED IN FY25/26	DLRs EXPECTED TO BE ACHIEVED IN FY26/27	DLRs EXPECTED TO BE ACHIEVED IN FY27/28	DLRs EXPECTED TO BE ACHIEVED IN FY28/29
DLI #10. Shoreline management plan is developed and investments to protect coastal erosion in critical sites carried out			(i) GoK has put in place an institutional arrangement for carrying out the shoreline management plan and coastal interventions; and (ii) GoK has identified 30 sites and completed the designs for priority investments of erosion protection works	GoK has commenced 25 priority investments of erosion protection works; and GoK has completed the formulation of shoreline management options	GoK has approved and notified the shoreline management plan for Kerala coastline	Coastal protection works completed in 30 km stretch	
<i>Allocated Amount(s)</i> \$90,000,000			(i) \$2,000,000.00 <i>Scalability:</i> No (ii) \$166,666.67 / site subjected to a maximum of \$5,000,000 in the aggregate <i>Scalability:</i> Yes	(i) \$800,000 per investment up to a maximum of \$20,000,000 in the aggregate <i>Scalability:</i> Yes (ii) \$3,000,000 <i>Scalability:</i> No	\$4,000,000 <i>Scalability:</i> No	\$1,866,667 per km completed up to maximum of \$ 56,000,000 in the aggregate <i>Scalability:</i> Yes	
DLI #11. GoK has published document titled “Climate Budget” along with	GoK has publicly announced its environment and climate budget		GoK has developed and notified CBT methodology and guidelines	GoK has adopted CBT for two pilot departments and published “Climate	(i) CBT has been expanded to at least 4 key climate relevant	Implementation of any two out of top five critical actions	

DISBURSEMENT-LINKED INDICATORS	DISBURSEMENT-LINKED RESULTS						
	DLRS EXPECTED TO BE ACHIEVED IN FY22/23 (PRIOR RESULT)	DLRS EXPECTED TO BE ACHIEVED IN FY23/24	DLRS EXPECTED TO BE ACHIEVED IN FY24/25	DLRS EXPECTED TO BE ACHIEVED IN FY25/26	DLRS EXPECTED TO BE ACHIEVED IN FY26/27	DLRS EXPECTED TO BE ACHIEVED IN FY27/28	DLRS EXPECTED TO BE ACHIEVED IN FY28/29
the annual budget for climate relevant sectors and initiated state climate resilience plan	tagging (CBT) reform initiative in its annual budget speech			Budget” along with the s annual budget	departments and climate budget has been published. (ii) GoK has developed draft state climate resilience PFM (public financial management) action plan with detailed plans for two pilot departments	for building climate resilient systems in the two pilot line departments	
<i>Allocated Amount(s)</i> \$14,625,000	\$1,500,000 <i>Scalability: No</i>		\$3,500,000 <i>Scalability: No</i>	\$1,000,000 for each new department subject to a maximum of \$2,000,000 in the aggregate <i>Scalability: Yes</i>	(i) \$500,000 for each new department subject to a maximum of \$2,000,000 in the aggregate <i>Scalability: Yes</i> (ii) \$1,000,000 per department subject to a maximum of \$2,000,000 million in the aggregate <i>Scalability: Yes</i>	\$1,812,500 for each department subject to a maximum of \$3,625,000 in the aggregate <i>Scalability: Yes</i>	

* The periods (Fiscal Years) in which DLRs are expected to be achieved as per this Schedule are for indicative purposes. Achievement of DLRs can be obtained earlier or later than said periods up and until the Closing Date; provided that if any DLR is met prior to the period in which such DLR is indicated for, the Borrower may, with prior agreement of the Bank, withdraw the amount corresponding to the extent of achievement of said DLR prior to that Fiscal Year indicated in this Schedule.

APPENDIX

Definitions

1. “Allocated Amounts” means the amount allocated to each individual DLR, or determined for each DLR pursuant to the formula detailed, in the table in Schedule 4 to this Agreement, as such amount might be increased, reallocated and/or cancelled (whether partially or in its entirety) by the Bank, from time to time, as the case may be, in accordance with the provisions of Section IV.B.2 of Schedule 2 to this Agreement.
2. “Anti-corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the Bank’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015.
3. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
4. “CRN” refers to 7,000 kilometers identified by the government of Kerala as the core road network that carries 70-80% of the total traffic on the state roads.
5. “DCAT” means Disaster and Climate Action Tracker, a tool to be developed and adopted by the Program Implementing Entity for assessing disaster and climate adaptation and mitigation investments.
6. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
7. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Loan allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
8. “DoA” means the Program Implementing Entity’s Department of Agriculture, or any successor thereto.
9. “DoF” means the Program Implementing Entity’s Department of Finance, or any successor thereto.
10. “DoHFW” means the Program Implementing Entity’s Department of Health and Family Welfare, or any successor thereto.
11. “DoR” means the Program Implementing Entity’s Department of Revenue, or any successor thereto.
12. “ESSA” means the Environmental and Social Systems Assessment, dated May 18, 2022 and disclosed on December 2, 2022, setting forth the description of the Program’s activities, assessing the Program Implementing Entity’s environmental and social

- management systems, detailing the Program’s environmental and social benefits, risks and impacts, and recommending remedial measures to strengthen the social and environmental systems performance.
13. “Fiscal Year” or “FY” means the Borrower’s fiscal year, which begins on April 1 of each calendar year and ends on March 31 of the next calendar year.
 14. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Program-for-Results Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).
 15. “GoK” means government of Kerala.
 16. “HED” means the Program Implementing Entity’s Harbour Engineering Department, or any successor thereto
 17. “HLEC” means the high-level empowered committee set up within the RKI, chaired by Kerala’s chief secretary, or any successor thereto.
 18. “IFSA” means the Integrated Fiduciary Systems Assessment, setting forth the description of the Program’s activities, assessing the Program Implementing Entity’s financial management, procurement systems and anti-corruption arrangements, detailing the risks and impacts, and recommending remedial measures to strengthen the fiduciary systems.
 19. “Implementing Agencies” means, collectively, the DoA, DoF, DoHFW, DoR, HED, KIIDCO, KSCADC, LSGD, PWD and WRD.
 20. “Independent Verification Agent” means the independent entity to be engaged by the Program Implementing Entity for the purposes of certifying the achievement of the DLRs as referred to in Section III.B of the Schedule to the Program Agreement.
 21. “Kerala” means the State of Kerala, on the Borrower’s territory.
 22. “KIIDCO” means the Kerala Irrigation Infrastructure Development Corporation, a company registered under the laws of the Borrower and/or the Program Implementing Entity, owned by the GoK, formed for the promotion and development of medium and large scale irrigation and water supply projects units in Kerala.
 23. “KSCADC” means the Kerala State Coastal Area Development Corporation Limited, a company registered under the laws of the Borrower and/or the Program Implementing Entity, owned by the GoK, that works towards development of coastal and fisheries infrastructure in Kerala.
 24. “KSDMA” means the Kerala State Disaster Management Authority, constituted under the Borrower’s Disaster Management Act, 2005, for the purpose of disaster response management in Kerala.
 25. “LSGD” means the Program Implementing Entity’s Local Self Government Department, or any successor thereto.

26. “Original Loan Agreement” means the loan agreement for the Resilient Kerala Program between the Borrower and the Bank, dated July 16, 2021, as amended from time to time (Loan No. 9248-IN).
27. “Original Program” means the Program described in Schedule 1 to the Original Loan Agreement.
28. “Pamba Basin” means the river basin area of Pamba river in Kerala covering the districts of Idukki, Kottayam, Pathanamthitta and Alappuzha.
29. “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.
30. “Program Action Plan” means the Borrower’s plan dated May 17, 2023 and referred to in Section I.B of Schedule 2 to this Agreement and Section I.C of the Schedule to the Program Agreement.
31. “Program Implementing Entity” means the Borrower’s state of Kerala.
32. “Program Operations Manual” means the manual to be updated by the Program Implementing Entity in a manner and substance satisfactory to the Bank for the purposes of carrying out the Program, which manual shall comprise of, *inter alia*: (i) the scope of the Program activities; (b) the Program implementation arrangements; (c) the Program’s monitoring and evaluation, and reporting requirements; and (d) actions required in order to operationalize the implementation of the Anti-corruption Guidelines.
33. “Program” means the program described in Schedule 1 to this Agreement.
34. “PWD” means the Program Implementing Entity’s Public Works Department, or any successor thereto.
35. “RKI” means the Rebuild Kerala Initiative, the institution set up by the Program Implementing Entity via order number G.O.(P) NO. 16/2018/P&EA dated 9/11/2018 in order to create sustainable and resilient roads and other structures for improved productivity and economic efficiency of transport.
36. “RKI-IC” means the implementation committee set up within the RKI, or any successor thereto.
37. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
38. “Verification Protocol” means the Borrower’s and/or the Program Implementing Entity’s protocol, acceptable to the Bank, setting forth the means by which the achievement of

DLRs will be verified under the Program, as such Verification Protocol may be amended from time to time with the prior written agreement of the Bank.

39. “WRD” means the Program Implementing Entity’s Water Resources Department, or any successor thereto.