# Loan Agreement

(Piauí Health and Social Protection Development Project)

(Programa de Investimento em Saúde e Proteção Social para Recuperação do Desenvolvimento Humano Pós-COVID19 no Piauí)

Between

## INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

And

STATE OF PIAUÍ

#### LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and STATE OF PIAUÍ ("Borrower"). The Bank and the Borrower 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 fifty million Dollars (USD 50,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement. The Borrower's Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is the Secretary of Planning or any person or persons whom he/she shall designate.
- 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 April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

2.08. The Borrower may request the Conversions of Loan terms, in each case with the prior no-objection of the Guarantor, through its Secretariat of the National Treasury of the Guarantor's Ministry of Finance.

#### ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall carry out:
  - (a) Part 1 of the Project through SESAPI;
  - (b) Part 2 of the Project through SASC;
  - (c) Part 3 of the Project as follows:
    - (i) Part 3 (a) through SESAPI in coordination with SASC; and
    - (ii) Parts 3 (b) through 3 (e) by SESAPI in all matters related to health in coordination with SASC and SASC in all matters related to social protection in coordination with SESAPI; and
  - (d) Part 4 of the Project through SEPLAN,

all under the overall coordination and oversight of SEPLAN, and in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

#### **ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) that the Project Operations Manual has been adopted in form and substance satisfactory to the Bank; and
  - (b) the Borrower shall have issued a decree, in form and substance satisfactory to the Bank, establishing the PCU.
- 4.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the Signature Date.

#### ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. Except as provided in Section 2.02 of this Agreement, the Borrower's Representative is its Governor.
- 5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

Secretaria de Estado do Planejamento Av. Miguel Rosa, 3190 – Centro/Sul 64001-490 – Teresina – PI

With copy to:

Secretaria de Estado da Fazenda do Piauí Av. Pedro Freitas, s/n – Bloco C Bairro São Pedro – Centro Administrativo 64.018-200 – Teresina - PI

Secretaria de Assuntos Internacionais e Desenvolvimento - SEAID Ministério do Planejamento e Orçamento Esplanada dos Ministérios Bloco K - 8º andar 70040-906 Brasília, DF Brazil

(b) the Borrower's Electronic Address is:

E-mail:gabinete@seplan.pi.gov.br

With copy to:

E-mail: cofiex@economia.gov.br seaid@economia.gov.br

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:

E-mail: jzutt@worldbank.org

With copy to:

E-mail: informacao@worldbank.org

AGREED as of the Signature Date.

# STATE OF PIAUÍ

By

Rafael Fonteles

Authorized Representative

Title: \_\_\_\_\_\_ Governado do Estado do Piauí

Date: \_\_\_\_\_

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

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**Authorized Representative** 

Name: \_\_\_\_\_Johannes Zutt

Title: <u>Country Director</u>

Date: \_\_\_\_\_\_

#### **SCHEDULE 1**

#### **Project Description**

The objective of the Project is to strengthen health surveillance, social protection and employment service delivery systems to benefit the Borrower's vulnerable population.

The Project consists of the following parts:

# Part 1: Strengthening Health Surveillance Systems and Capacities

Strengthening the Borrower's health surveillance systems and capacities by improving its structures and introducing coordination and management mechanisms for service provision, and improving the health surveillance institutional, technical, and governance through, *inter alia*:

- (a) physical and technological structuring of health surveillance services responsible for the continuous and systematic process of data collection, consolidation, analysis, and the dissemination of information on health-related events, including incorporation of climate considerations in health surveillance to improve preparedness and responsiveness to the impacts of extreme weather events on vulnerable groups;
- (b) physical and technological structuring of laboratory services;
- (c) reviewing and updating protocols, regulations, technical standards, and guidelines, in the context of the Borrower's governance framework;
- (d) carrying out a diagnostic assessment of all systems that collect health data, including GBV data, designing protocols to strengthen data collection, analysis and referrals, and training of health professionals;
- (e) improving the professional skills of technicians and directors of the Borrower's health surveillance network through training processes in service management; health and climate risk management; information systems management; and planning, execution and evaluation of sanitary, epidemiological, environmental, and worker health surveillance processes;
- (f) reorganizing the decentralized health surveillance system, including facilities and tools for the regional and Municipal levels as needed; and
- (g) reviewing and harmonizing technical standards related to the determination of health risk factors and situations, encompassing risk analysis studies, regulations, and risk management policies and programs undertaken by the Borrower.

## Part 2: Strengthening Social Protection Systems and Capacities

Strengthening the Borrower's social protection system, productive inclusion policies and institutional and governance capacities through, *inter alia*:

- (a) carrying out the Cash Transfer Program including: (i) providing Cash Transfers to Eligible Beneficiaries; (ii) improving protocols of beneficiary home visiting including the application of the family assessment questionnaire and referrals to the package of services; (iii) training social protection professionals to perform home visits, case management and the elaboration of local social assistance diagnosis; and (iv) strengthening the Municipalities' capacities to carry out household assessments for the Cash Transfer Program including *inter alia* training and equipping as needed;
- (b) structuring the access to economic opportunities in the State including: (i) reorganizing the supply of employment services into a network of fluid cross-referencing (labor intermediation/qualification/social assistance); (ii) structuring Qualification Courses and other training for vulnerable populations and reducing barriers of access through dissemination of courses, organizing the demand for them, contracting new courses, and carrying out the Cash Allowance Program, providing cash allowances to Eligible Students; (iii) improving cross referencing protocols to social assistance services; (iv) refurbishing and procuring IT equipment for SINE Offices and expanding mobile services to Municipalities not provided with SINE Offices; (v) updating infrastructure and capacity building in order to comply with the federal legislation related to SINE; (vi) improving protocols of labor intermediation (vacancy capture with employers and referrals of workers); (vii) provide tools and staff training for capacity building for the provision of quality services; and
- (c) strengthening institutional capacity through modernization of SASC's infrastructure and equipment and capacity building including: (i) refurbishing SASC's buildings and SINE offices, including equipment for accessibility, renovating the electric capacity of the building, modernizing the building's IT network, and procuring furniture and IT equipment for SASC's main building and selected additional structures; (ii) training of social protection professionals in management courses for improved work efficiency and for coordinated action on various topics such as: malnutrition, gender violence and productive inclusion.

#### Part 3: Strengthening Food and Nutrition Surveillance and Food Security Response

Strengthening the Borrower's capacity to track children's malnutrition, to identify families at risk of food insecurity, and coordinate their enrollment in the appropriate social assistance and economic inclusion programs including *inter alia*:

(a) carrying out food and nutritional surveillance as part of routine primary care (including evaluation of household diets, use of the self-reported scale of food security, and anthropometric assessments);

- (b) expanding measures for prevention and control of child malnutrition and the promotion of healthy eating practices in primary care and social protection, especially for at risk families;
- (c) strengthening interoperability between health and social protection information systems and monitoring tools;
- (d) strengthening the capacity of managers in both health and social protection to utilize surveillance data to better identify determinants of social and climate vulnerabilities, track affected households, and prioritize interventions focused on families with children under five who are at risk of or classified as malnourished; and
- (e) establishing formal and rapid communication mechanisms between health and social protection for referrals and coordinated service provision for those families (as well as those in education and agricultural sectors) to sustainably strengthen services and referrals for at risk groups going forward.

#### **Component 4: Project Management**

Strengthening the capacity of Borrower's agencies involved in Project implementation including:

- (a) providing implementation support to the PCU and PIUs in technical, environmental, social, fiduciary, supervision, monitoring and evaluation, and communications-related areas;
- (b) establishing a dedicated central procurement unit in SEPLAN, and creating mechanisms for coordination between the agencies; and
- (c) strengthening the TCE's capacity as external auditor.

#### **SCHEDULE 2**

#### **Project Execution**

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

#### A. Institutional Arrangements.

The Borrower shall:

- (a) establish and thereafter operate and maintain, until the completion of the Project, a coordination unit within SEPLAN, to be responsible for the overall coordination, monitoring and reporting of the Project (the "PCU"), staffed with experts with terms of employment, qualifications and experience satisfactory to the Bank, all as set forth in the Project Operations Manual.
- (b) operate and maintain in:
  - (i) SESAPI a Project implementation unit (the SESAPI PIU) and
  - (ii) SASC a Project implementation unit (the SASC PIU)
  - (A) both with responsibilities for implementation of their respective Parts of the Project, including, *inter alia*, elaborating and disseminating annual operations plans, drafting relevant technical and/or legal norms to support Project implementation, preparing technical specifications and terms of reference for the activities to be financed by the Project, monitoring Project implementation and results and coordinating with other agencies intersectoral activities and monitoring; and
  - (B) staffed with experts with terms of employment, qualifications and experience satisfactory to the Bank, all as set forth in the Project Operations Manual.
- (c) ensure that the collection, use and processing (including transfers to third parties) of any Personal Data collected under this Project shall be done in accordance with the best international practice, ensuring legitimate, appropriate, and proportionate treatment of such data.
- (d) not later than sixty (60) days after the Effective Date, establish and thereafter operate and maintain a steering committee (the Steering Committee) with composition and terms of reference acceptable to the Bank, all as set forth in the Project Operations Manual.

- (e) without limitation to the provisions of paragraphs (a) and (b) of this Section, not later sixty (60) days after the Effective Date, complete the staffing of the PCU and the PIUs as set forth in the POM.
- (f) not later than ninety (90) days after the Effective Date, adopt a plan for the implementation of the Project, satisfactory to the Bank, which shall include *inter alia*, a timeline and the responsibilities of the agencies involved in the implementation.
- (g) for purposes of implementation of Part 2 (a) of the Project, related to the Cash Transfer Program, the Borrower shall submit evidence in form and substance acceptable to the Bank, demonstrating that: (i) the Cash Transfer Program Legislation is in force and it has not being amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Bank, the carrying out of the Project or the achievement of the objectives thereof; and (ii) the Borrower maintains interinstitutional arrangements with the Financial Institution to ensure the provision of Cash Transfers to the Eligible Beneficiaries in accordance with the POM, which arrangements contain provisions where the Borrower exercises its rights and carries out its obligations in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the loan.
- (h) for purposes of implementation of Part 2 (b) (ii) of the Project, related to the Cash Allowance Program, the Borrower shall submit evidence in form and substance acceptable to the Bank, demonstrating that: (i) appropriate legislation has been issued establishing the Cash Allowance Program, its criteria, governance, rules and procedures ("Cash Allowance Program Legislation") and making it fully operational; and (ii) the Borrower has implemented inter-institutional arrangements with the Financial Institution to ensure the provision of Cash Allowances to the Eligible Students in accordance with the POM, which arrangements contain provisions where the Borrower exercises its rights and carries out its obligations in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the loan.
- (i) maintain the inter-institutional arrangements with the Financial Institution and ensure that it provides Cash Transfers to the Eligible Beneficiaries and Cash Allowances to Eligible Students in accordance with the provisions of the POM.
- (j) the Borrower shall not assign, amend, abrogate, or waive said interinstitutional arrangements with the Financial Institution related to the Cash

Transfer Program and the Cash Allowance Program, so as to affect materially and adversely, in the opinion of the Bank, the carrying out of the Project.

# **B. Project Operations Manual**

- 1. The Borrower shall carry out the Project in accordance with a manual (the "Project Operations Manual"), which shall include the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project including, *inter alia*:
  - (a) a detailed description of the activities and institutional arrangements for the Project;
  - (b) the eligibility criteria for Eligible Beneficiaries for the Cash Transfers, the maximum amounts of individual Cash Transfers, and the institutional arrangements for selection, disbursing, implementation and monitoring;
  - (c) the eligible Cash Allowances and the eligibility requirements for Eligible Students, their selection and monitoring arrangements and the maximum amount of Cash Allowances per Eligible Student;
  - (d) the Project monitoring and evaluation arrangements, including the indicators and expected results for each year of Project execution;
  - (e) the composition of the PCU and the PIUs;
  - (f) the specific responsibilities of SESAPI, SASC and SEPLAN and coordination arrangements to implement the intersectoral activities related to food security and children's nutritional monitoring under Part 3 of the Project;
  - (g) the composition and functions of the Steering Committee;
  - (h) the Project environmental and social standards requirements as well as the Project administrative, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto), procurement and disbursement procedures; and
  - (i) the terms of reference for the financial audits.
- 2. The Borrower shall not amend, suspend, abrogate, repeal or waive any provision of said Project Operations Manual without the prior written approval of the Bank.
- 3. In case of any conflict between the terms of the Project Operations Manual and this Agreement, the terms of this Agreement shall prevail.

# C. Environmental and Social Standards

- 1. The Borrower shall, through SEPLAN, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- 2. Without limitation upon paragraph 1 above, the Borrower shall, through SEPLAN, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall, through SEPLAN 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 Bank 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 Borrower shall, through SEPLAN, ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, 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 Bank 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 including, *inter alia*, cases of sexual exploitation and abuse,

sexual harassment and accidents that result in death, severe or multiple injuries in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

- 5. The Borrower shall, through SEPLAN, 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 Bank.
- 6. The Borrower shall, through SEPLAN, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and 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.

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

The Borrower shall furnish to the Bank each Project Report not later sixty (60) days after the end of each calendar semester, covering the calendar semester.

#### Section III. <u>Withdrawal of Loan Proceeds</u>

#### A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay the Front-end Fee in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Works and Goods for the Project	23,500,000	100%
(2) Consulting services, non-consulting services, Cash Transfers, Cash Allowances, Training and Operating Costs for the Project	26,375,000	100%
(3) Front-end Fee	125,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
TOTAL AMOUNT	50,000,000	

# B. Withdrawal Conditions; Withdrawal Period.

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date except that withdrawals up to an aggregate amount not to exceed \$10,000,000 (ten million Dollars) may be made for payments made prior to this date but on or after the date falling twelve (12) months before the Signature Date for Eligible Expenditures under Categories (1) and (2).
- 2. The Closing Date is June 30, 2029.
- 3. The Bank shall only grant an extension of the Closing Date after the Guarantor's Ministry of Finance has informed the Bank that it agrees with such extension.

# **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 April 15 and October 15	
Beginning October 15, 2033	2,5%
through April 15, 2053	

# APPENDIX

#### **Definitions**

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 6 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 2. "*Cadastro Único*" means the Guarantor's registry of low-income families established pursuant to Law Number 8.742, dated December 7, 1993, and further regulated by Guarantor's Decree n. 11.016, dated March 29, 2022.
- 3. "Cash Allowance" means an amount to be provided to an Eligible Student to enable the Eligible Student to attend a Qualification Course by covering the cost of transportation and other expenses eligible for financing as Cash Allowances, all as set forth in the POM.
- 4. "Cash Allowance Program" means the program aimed to reduce barriers of access to Qualification Courses and other training to Eligible Students through the financing of Cash Allowances, all as set forth in the Cash Allowance Program Legislation and in the POM.
- 5. "Cash Allowance Program Legislation" means the Borrower's legislation to be issued for purposes of Cash Allowance Program, as set forth under Schedule 2, Section I.A(h) of this Loan Agreement, or any successor to such program which shall be acceptable to the Bank for purposes of the Project.
- 6. "Cash Transfer" means a conditional cash transfer which is eligible for reimbursement out of the proceeds of the Loan in accordance with the criteria set forth in the Cash Transfer Program and the POM.
- 7. "Cash Transfer Program" means the program aimed to assist families in poverty, extreme poverty and/or affected by natural disasters and climate events through the financing of Cash Transfers, all as set forth in the Cash Transfer Program Legislation, or any successor to such program which shall be acceptable to the Bank for purposes of the Project, and in the POM.
- 8. "Cash Transfer Program Legislation" means the Borrower's Law Number 7.500, dated May 14, 2021, as amended, or any successor to such program which shall be acceptable to the Bank for purposes of Schedule 2, Section I.A(g) of the Project.
- 9. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

- 10. "Eligible Beneficiary" means a family in poverty, extreme poverty and/or affected by natural disasters and climate events eligible to receive a Cash Transfer under the Cash Transfer Program, residing in the Borrower's territory and registered in *the Cadastro Unico*.
- 11. "Eligible Student" means a student selected to attend a Qualification Course, classified as vulnerable according to the eligibility criteria established by the Cash Allowance Program Legislation, and who meets the eligibility criteria set forth in the POM to receive a Cash Allowance.
- 12. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated August 17, 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 Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and an 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.
- "Environmental and Social Standards" or "ESSs" means, collectively: (i) 13. "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 Bank.
- 14. "Financial Institution" means Banco do Brasil or, with the prior approval of the Bank, any of the Guarantor's or Borrower's financial institutions allowed to act as an agent of the Borrower under the Cash Transfer Program or the Cash Allowance Program and which will provide the Cash Transfers to the Eligible Beneficiaries under Part 2(a)(i) of the Project and the Cash Allowances to Eligible Students under Part 2(b)(ii) of the Project.
- 15. "GBV" means Gender Based Violence.

- 16. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).
- 17. "IT" means information technology.
- 18. "Municipality" means any of the administrative subdivisions of the Guarantor's territory referred to in Article 1 to 18 of the Guarantor's Constitution dated October 5, 1988, and "Municipal" means any activity relating to a Municipality.
- 19. "Operating Costs" means the incremental operating expenditures incurred by the SEPLAN, SESAPI and SASC on account of the Project implementation, management, monitoring and evaluation, including office rent, office materials and supplies, utilities, communication costs, support for information systems, translation costs, bank charges and travel and *per diem* costs and other reasonable expenditures directly associated with the implementation of the Project activities, all based on an annual budget acceptable to the Bank.
- 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. "PIUs" means collectively the SESAPI PIU and the SASC PIU.
- 22. "Procurement Regulations" means, for purposes of paragraph 84 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 23. "Project Coordination Unit" or "PCU" means the unit to be established pursuant to Section I.A (a) of Schedule 2 to the Loan Agreement.
- 24. "Project Operations Manual" or "POM" means the manual described in Section I.B of Schedule 2 to the Loan Agreement, setting forth detailed guidelines and procedures for the implementation of the Project.
- 25. "Project Steering Committee" means the committee referred to in Section I.A.(d) of Schedule 2 to the Loan Agreement.
- 26. "Qualification Course" means a course aimed at increasing employability prospects of vulnerable students, delivered by a public or private institution.

- 27. "Reais" means the Guarantor's currency.
- 28. "SASC" means Secretaria de Estado da Assistência Social, Trabalho e Direitos Humanos, the Borrower's Secretariat of Social Assistance, Labor and Human Rights, or its sucessor or sucessors thereto acceptable to the Bank.
- 29. "SASC PIU" means the Project Implementation Unit established by SASC pursuant to SASC's Ordinance Number 116/2023, dated August 8, 2023, published in the Borrower's Official Gazette on August 9, 2023, and referred to in Section I.A (b)(ii) of Schedule 2 to the Loan Agreement.
- 30. "SEPLAN" means Secretaria de Estado do Planejamento, the Borrower's Secretariat of Planning, or its sucessor or sucessors thereto acceptable to the Bank.
- 31. "SESAPI" means Secretaria de Estado da Saúde, the Borrower's Secretariat of Health, or its sucessor or sucessors thereto acceptable to the Bank.
- 32. "SESAPI PIU" means the Project Implementation Unit established by SESAPI pursuant to SESAPI's Ordinance Number 1414, dated February 17, 2023, published in the Borrower's Official Gazette on Mach 15, 2023, and referred to in Section I.A.(b)(i) of Schedule 2 of the Loan Agreement.
- 33. "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.
- 34. "SINE" means *Sistema Nacional de Emprego*, the Guarantor's Employment Services System in which the Borrower assumes the condition of partner entity, through SASC, as its management unit at the State level.
- 35. "SINE Office" means any of the offices assigned for the implementation of SINE.
- 36. "TCE" means *Tribunal de Contas do Estado*, the Borrower's State Court of Accounts.
- 37. "Training" means expenditures (other than those for consulting services) incurred in connection with study tours, training courses, seminars, workshops, and other training activities, not included under goods or service providers' contracts, including costs of training materials, space and equipment rental, travel, *per diem* costs for trainees and trainers and trainers' fees (as applicable), all based on an annual budget satisfactory to the Bank.