CREDIT NUMBER 7463-ET GRANT NUMBER E272-ET

Financing Agreement (Ethiopia Digital ID for Inclusion and Services Project)

between

FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of assisting in financing the project described in Schedule 1 to this Agreement ("Project"). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS: DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
 - (a) an amount equivalent to thirty-eight million one hundred thousand Special Drawing Rights (SDR 38,100,000) ("Grant"); and
 - (b) an amount equivalent to two hundred and twenty-eight million two hundred thousand Special Drawing Rights (SDR 228,200,000) ("Credit").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are May 15 and November 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) the Recipient no longer has an adequate refugee protection framework;
 - (b) the Recipient has failed to establish and operationalize the Digital ID Institution in accordance with the provisions of the Ethiopian Digital Identification Proclamation, no later than two years after the Effective Date; and
 - (c) the Recipient has failed to establish and operationalize the Data Protection Commission of Ethiopia in accordance with the provisions of the Personal Data Protection Proclamation, no later than three years after the Effective Date.
- 4.02. The Additional Events of Acceleration consist of the following, namely, that any event specified in paragraphs (b) or (c) of Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Association is satisfied that the Recipient has an adequate Refugee Protection Framework;
 - (b) the Recipient has adopted the Project Operations Manual in accordance with the provisions of Section I.B.1 of Schedule 2 to this Agreement; and
 - (c) the Recipient has, through MINT, pending the ratification of the Draft Personal Data Protection Proclamation by the House of Peoples Representatives, adopted Interim Personal Data Protection Guidelines for registration and data sharing activities under the Project, in form and substance satisfactory to the Association.

- 5.02. The Effectiveness Deadline is the date one hundred and twenty (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 responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministry of Finance P. O. Box 1905 Addis Ababa Federal Democratic Republic of Ethiopia; and

(b) the Recipient's Electronic Address is:

Telex: Facsimile:

MINFIN (251-111) 551355

21147

- 6.03. For purposes of Section 11.01 of the General Conditions:
 - (a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex: Facsimile:

248423 (MCI) 1-202-477-6391

AGREED as of the Signature Date.

FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

By

	H.E. Semereta Sewasew			
	Authorized Representative			
Name:	H.E. Semereta Sewasew			
Title: _	State Minister of Finance			
Date:	21-Dec-2023			

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Ousmane Dione				
Authorized Representative				
Name:	Ousmane Dione			
	Country Director			
Date:	20-Dec-2023			

SCHEDULE 1

Project Description

The objective of the Project is to establish an inclusive digital ID ecosystem and improve service delivery for registered persons in Ethiopia.

The Project consists of the following parts:

Part 1: Building Institutions and Trust

Carrying out the following program of activities designed to build the foundations of Fayda and use cases, namely:

- 1.1. Supporting stakeholder engagement and communications through: (a) carrying out information and education communications activities and engagement with various stakeholders to raise awareness about Fayda and its use, to promote registration and usage, and to address misinformation; (b) establishment and operationalization of grievance redress mechanisms; and (c) developing information systems and processes including, *inter alia*, digital and physical media production, workshops, events and advertising.
- **1.2. Establishing and operationalizing the Digital ID Institution** pursuant to the provisions of the *Ethiopian Digital Identification Proclamation*.
- **1.3.** Establishing and operationalizing the Data Protection Commission of Ethiopia pursuant to the provisions of the *Personal Data Protection Proclamation*.

Part 2. Establishing scalable and secure Fayda ICT infrastructure

Developing Fayda's software and hardware with a view to ensuring high performance and scalability, system integrity and security, interoperability, and vendor and technology neutrality, through:

2.1. Supporting the design, development and maintenance of appropriate software for Fayda and back-end operations, including, upgrading and scaling up existing Fayda systems, development of a mobile ID application incorporating a consented data sharing function and a digital wallet, supporting system integration and interoperability with other sectoral systems, procurement of software, licenses and subscriptions for automated biometric identification systems, software development kits for registration and authentication processes, ID card personalization and lifecycle management, the short message service and one time passwords, public key infrastructure for encrypting and digitally-signing data, and back-office systems such as enterprise resource planning tools, business intelligence and data analysis tools for monitoring and evaluation, and collaboration tools.

- 2.2. Supporting development of data infrastructure such as ID data storage and computing capabilities for Fayda through server equipment and other equipment expected to be co-located in the existing data centers, as well as business continuity through disaster recovery and backup systems, procurement of data center software, minor renovations to existing data center facilities, cloud computing subscriptions, and related licenses.
- **2.3. Strengthening digital security including** operational, technological, and policy capabilities for information and cyber security aspects of Fayda as well as development of strategies and standard operating procedures, procurement of appropriate equipment and subscriptions for network and security operations centers, capacity-building, third party security and software code audits and associated services, and subscriptions and tools for monitoring, preventing, and responding to cyber threats.

Part 3. Inclusive ID issuance

Carrying out the following program of activities for the voluntary registration and issuance of physical and digital IDs, namely:

- 3.1. Supporting mass registration and issuance of physical and digital IDs to Ethiopian residents (excluding refugees and host communities) through Registration Partners, Super Agents, and Fayda Centers as well as the establishment of permanent Fayda Centers and Registration Partners.
- 3.2. Supporting mass registration and issuance of physical and digital IDs to Ethiopian residents in host communities and refugees through Registration Partners and Fayda Centers.
- **3.3.** Supporting integration of Fayda and digital civil registration systems at federal and regional levels, including Fayda registration for children whose births have been registered by Immigration and Citizenship Service (ICS); Fayda-based identity verification by ICS of parents and other notifiers of vital events; and notification of registered marriages and deaths to Fayda.

Part 4. Improving Service Delivery

Carrying out the following program of activities designed to increase usage of Fayda and to transform service delivery by integrating authentication and e-know your customer (e-KYC) into priority sectors, as well as developing an Ethiopia digital stack of platforms and application programming interfaces (APIs) to support public and private sector service providers build better systems, namely:

4.1. Supporting integration of Fayda authentication and e-KYC and the data exchange platform under Part 4.2 into priority services in the public and private sectors (priority use cases).

4.2. Developing an Ethiopia digital stack including a whole-of-government data exchange platform and set of open APIs, documentation, and development tools to facilitate the integration of Fayda, the data exchange platform, payment systems, and other digital public infrastructure to enable better service design and delivery and to unlock innovation across the public and private sectors.

Part 5: Project management

Supporting the establishment and operationalization of the Project management office for implementation, coordination, supervision and overall management of the Project (including, procurement, financial management, environmental and social standards management, monitoring and evaluation, carrying out of external audits, communication and reporting of Project activities and results, and grievance redress), all through the provision of goods, non-consulting services, consulting services, training and operating costs for the purpose.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Office of the Prime Minister

The Recipient shall, through the Office of the Prime Minister (OPM), designate, at all times during the implementation of the Project, the National ID Program (NIDP) with a composition, mandate, resources and functions satisfactory to the Association, to be responsible for prompt and efficient day-to-day oversight, and overall implementation, coordination, monitoring, reporting and communication of the Project activities and results.

2. Project Steering Committee

The Recipient shall establish, not later than sixty (60) days after the Effective Date, a Project Steering Committee ("PSC") at the federal level, and thereafter maintain such PSC at all times during the implementation of the Project, with a composition, mandate, resources and functions satisfactory to the Association. The PSC shall be responsible for, *inter alia*: (a) providing overall strategic and policy guidance and oversight on the implementation of the Project; (b) reviewing progress made towards achieving the Project's objectives; and (c) facilitating coordination of Project activities and removal of any obstacle(s) to the implementation of the Project, subject to such changes as the Recipient and the Association may agree upon from time to time.

3. Technical Committee

The Recipient shall establish, not later than sixty (60) days after the Effective Date, a Technical Committee at the federal level, and thereafter maintain such Technical Committee at all times during the implementation of the Project, with a composition, mandate, resources and functions satisfactory to the Association. The Technical Committee shall, *inter alia*, be responsible for providing advice on technical aspects of Project activities, as detailed in the Project Operations Manual.

B. Implementation Arrangements

1. Project Operations Manual

(a) The Recipient shall, through NIDP, prepare in accordance with terms of reference acceptable to the Association and furnish to the Association for prior review a Project operations manual for the Project, which shall

include provisions on the following matters: (i) capacity building activities for sustained achievement of the Project's objectives; (ii) arrangements on financial management, setting forth the detailed policies and procedures for financial management under the Project; (iii) procurement management procedures; (iv) institutional administration, coordination and day-to-day execution of Project activities; (v) monitoring and evaluation; (vi) reporting; (vii) information, awareness building and communication of Project activities; (viii) guidelines for assessing potential environmental and social impacts of Project activities and designing appropriate mitigation, management and monitoring measures in respect of said impacts; (ix) Interim Personal Data Protection Guidelines in accordance with good international practices as an interim solution until the Draft Personal Data Protection Proclamation is ratified by the House of Peoples Representatives; (x) corruption and fraud mitigation measures; (xi) a grievance redress mechanism; and (xii) such other technical and organizational arrangements and procedures as shall be required for the Project.

- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said Project manual, and thereafter, shall consolidate and adopt such Project operations manual, as shall have been approved by the Association ("Project Operations Manual" or "POM").
- (c) The Recipient shall ensure that the Project is carried out in accordance with the POM; provided, however, that in case of any conflict between the provisions of the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the POM.

2. Annual Work Plan and Budget

- (a) The Recipient shall, not later than thirty (30) days after the Effective Date, (and thereafter by May 31 of each subsequent EFY) prepare and furnish to the Association, a work plan and budget containing all activities proposed for implementation in the following calendar year including: (i) a detailed timetable for the sequencing and implementation of said activities; (ii) the types of expenditures required for such activities, including a proposed financing plan; and (iii) an estimated budget establishing the proposed amounts and sources of financing.
- (b) The proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the

- institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.
- (c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed work plan and budget by providing a draft annual work plan and budget not later than May 30 of each EFY and thereafter ensure that the Project is implemented with due diligence in accordance with such work plan and budget as shall have been approved by the Association ("Work Plan and Budget").
- (d) The Recipient shall not make or allow to be made any change to the approved Work Plan and Budget without prior approval in writing by the Association.

3. Interim Personal Data Protection Guidelines

- (a) In order to ensure the proper implementation of activities under Parts 3 and 4 of the Project, the Recipient shall, through the NIDP and not later than the Effective Date, prepare and thereafter adopt Interim Personal Data Protection Guidelines, in form and substance satisfactory to the Association.
- (b) The Recipient shall ensure that all Registration Partners, Fayda Centers and Super Agents implement activities under said Parts 3 and 4 of the Project in conformity with said Interim Personal Data Protection Guidelines, until such time that the House of Peoples Representatives ratifies the Draft Personal Data Protection Proclamation.

4. Memoranda of Understanding with Registration Partners

- (a) In order to ensure the proper implementation of activities under said Parts 3 and 4 of the Project, the Recipient shall, through the NIDP and not later than thirty (30) days after the Effective Date, prepare and thereafter adopt a template of the Memorandum of Understanding, in form and substance satisfactory to the Association, which is to be signed with each of the Registration Partners.
- (b) The NIDP shall thereafter sign the adopted Memoranda of Understanding with each of the Registration Partners who shall be responsible for mass registration, issuance and distribution of physical and digital IDs to Ethiopian residents under Part 3 of the Project.

C. Environmental and Social Standards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or the workers, including, cases of sexual exploitation and abuse and sexual harassment (SEA/SH), OHS related incidents such as explosions, and any other workplace accidents that result in death, serious

or multiple injuries, pollution, or any violent labor unrest or dispute between the Recipient or security forces (assigned to protect the Project) and local communities, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

- 5. The Recipient shall 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 appropriately to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall 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 Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

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:

(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts 1 (excluding Part 1.3); 2, 3 and 5 of the Project	Amount of the Grant Allocated (expressed in SDR) 26,600,000	Amount of the Credit Allocated (expressed in SDR) 210,700,000	Percentage of Expenditures to be Financed (inclusive of Taxes) Such percentage of the Annual Work Plan and Budget expenditures as the Association may determine for each EFY and communicate to the Recipient quarterly through Interim financial report review letters
(2) Goods, works, non- consulting services, consulting services, Training and Operating Costs for Parts 1.3 and 4 of the Project	11,500,000	17,500,000	Such percentage of the Annual Work Plan and Budget expenditures as the Association may determine for each EFY and communicate to the Recipient quarterly through Interim financial report review letters
TOTAL AMOUNT	38,100,000	228,200,000	

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; or
 - (b) under Category (2), unless and until the Recipient has, through its House of Representatives, ratified the Personal Data Protection Proclamation; or
 - (c) under Category (1), unless and the Recipient has adopted and disclosed an environmental and social management framework including the following annexes: (i) a gender-based violence/sexual exploitation and abuse/sexual harassment action plan; (ii) e-waste management plan; and (iii) a security risk assessment and management plan, all in accordance with the provisions of the Environmental and Social Commitment Plan.
- 2. The Closing Date is January 7, 2029.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15	1.5625%
commencing May 15, 2030, to and	
including November 15, 2061	

^{*} The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.04(b) (originally numbered Section 3.05 (b)) of the General Conditions.

APPENDIX

Section I. <u>Definitions</u>

- 1. "Annual Work Plan and Budget" means the annual work plan and budget referred to in Section I.B.2 of Schedule 2 to this Agreement, as the said plan may be modified from time to time with the prior written approval of the Association.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "Council of Ministers" means the Recipient's Council of Ministers established and operating pursuant to the Article 76 of Constitution of the Recipient.
- 5. "Data Protection Commission of Ethiopia" means the Recipient's commission or other executive organ, entity or institution to be established and operationalized pursuant to the provisions of the Personal Data Protection Proclamation, or its successor thereto.
- 6. "Digital Identification Institution" means the Recipient's institution or entity to be established and operationalized pursuant to the provisions of the Ethiopian Digital Identification Proclamation No. 1284/2023, or its successor thereto.
- 7. "Draft Personal Data Protection Proclamation" means the Draft Personal Data Protection Proclamation approved by the Council of Ministers during its 25th Ordinary Session on October 27, 2023.
- 8. "EFY" means the Recipient's fiscal year commencing on July 8 each year and ending on July 7 of the subsequent fiscal year.
- 9. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated November 6, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

- 10. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 11. "Fayda" means a 12-digit unique digital identification number issued by NIDP to residents in Ethiopia.
- 12. "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), with the modifications set forth in Section II of this Appendix.
- 13. "House of Peoples Representatives" means the Recipient's federal house established and operating pursuant to Articles 53 to 55 of the Constitution of the Recipient.
- 14. "Immigration and Citizenship Service" means the Recipient's executive entity established and operating pursuant to Section 63 of the Definition of Powers and Duties of the Executive Organs Proclamation No. 1263/2021 and Regulation No.449/2019, and its successor thereto.
- 15. "Interim Personal Data Protection Guidelines" means the Recipient's guidelines referred to in Section I.A.3 of Schedule 2 to this Agreement.
- 16. "Memorandum of Understanding" means the memorandum referred to in Section I.A.4 of Schedule 2 to this Agreement, and "Memoranda of Understanding" means two or more such memoranda.
- 17. "MINT" means the Recipient's Ministry of Innovation and Technology, or its successor thereto.

- 18. "National Bank of Ethiopia" means the Recipient's central bank established and operating pursuant to the provisions of the National Bank of Ethiopia Establishment (As Amended) Proclamation No. 591 of 2008, or its successor thereto.
- 19. "National ID Program" or "NIDP" means the Recipient's National ID Program established and operating under the auspices of the Office of the Prime Minister.
- 20. "Office of the Prime Minister" or "OPM" means the Recipient's executive office established and operating pursuant to the provisions of Article 44 of the Definition of Powers and Duties of the Executive Organs Proclamation No. 1263/2021, or its successor thereto.
- 21. "Operating Costs" means recurrent costs of the Project, including: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) small office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances; (vii) travel and *per diem* costs for technical staff carrying out supervisory and quality control activities; (viii) bank fees and miscellaneous; and (ix) salaries of support staff for the Project, but excluding salaries of the Recipient's civil servants.
- 22. "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.
- 23. "Personal Data Protection Proclamation" means the Recipient's Personal Data Protection Proclamation referred to in Section III.B.1(b) of Schedule 2 to this Agreement.
- 24. "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.
- 25. "Project Operations Manual" or "PIM" means the Recipient's manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
- 26. "Project Steering Committee" or "PSC" means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement, or its successor thereto.

- 27. "Region" means the second tier of the Recipient's administrative system as established under the Recipient's laws, and "Regions", means, collectively, two or more such tiers.
- 28. "Registration Partner" means any of the Recipient's public sector entities including (but not limited to) utility companies, public and private financial institutions under the oversight of the National Bank of Ethiopia, public enterprises and executive organs, each established and operating in accordance with the Recipient's laws and tasked with carrying out mass registration, issuance and distribution of physical and digital IDs to Ethiopian residents and associated activities under Part 3 of the Project all in accordance with the provisions of the Memoranda of Understanding, and "Registration Partners" means, collectively, two or more such entities.
- 29. "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.
- 30. "Super Agents" means private sector entities established and operating in accordance with the Recipient's laws (but excluding private financial institutions under the oversight of the National Bank of Ethiopia) to be contracted by the Recipient for purposes of carrying out mass registration, issuance and distribution of physical and digital IDs to Ethiopian residents and associated activities under Part 3 of the Project.
- 31. "Technical Committee" means the committee referred to in Section I.A.3 of Schedule 2 to this Agreement, or its successor thereto.
- 32. "Training" means the reasonable costs associated with training under the Project, based on the relevant Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 3.04 (Interest Charge) is deleted in its entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.

2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

"66. "Interest Charge" means the interest charge for the purpose of Section 3.08.