GRANT NUMBER E2470-TJ

Financing Agreement

(Additional Financing for CASA1000 Community Support Project)

between

REPUBLIC OF TAJIKISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E2470-TJ

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF TAJIKISTAN ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project. 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, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to seven million seven hundred thousand Special Drawing Rights (SDR 7,700,000) ("Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are 15 April and 15 October in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause Part 1 of the Project to be carried out by BT Project

Implementing Entity, and Parts 2, 3, and 4 of the Project to be carried out by NSIFT Project Implementing Entity, all in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, and the respective Project Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely, that the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the respective Project Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Subsidiary Agreements have been amended to take into account this additional financing and executed on behalf of the Recipient and the Project Implementing Entities; and
 - (b) the Project Implementation Agreement has been signed on behalf of BT and ESPMU.
- 5.02. The Effectiveness Deadline is the date sixty (60) 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 years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

Ministry of Finance Sheroz street 35 Dushanbe, 734025 Republic of Tajikistan; and (b) the Recipient's Electronic Address is:

Facsimile: (992-372) 213329

- 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.

REPUBLIC OF TAJIKISTAN

By	
	Faiziddin Galılıorzoda
•	Authorized Representative
	Name:
	Title: Minister of Finance
	Date: 21-Dec-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

ву	
	Ozan Sevinli
	Authorized Representative
	Name:
	Title: Country Manager
	Date: 19-Dec-2023

SCHEDULE 1

Project Description

The objective of the Project is to increase the quality of, and access to, energy, social and economic infrastructure services, and to contribute to the strengthening of local governance in communities in the Project Area.

The Project consists of the following parts:

Part 1: Rural Electricity Supply Improvements

- A. Village Electricity Supply Improvements in the CoI. Provide support for upgrading village level electricity infrastructure and equipment in the CoI to an agreed service standard, as further detailed in the Operations Manual. Such investments include, *inter alia*: (i) replacement of old and installation of new 10kV/0.4kV transformers; (ii) replacement of deteriorated wood poles with concrete poles; and/or (iii) replacement of old and installation of new 10kV lines and 0.4 kV self-supporting insulated lines.
- B. **Isfara-1 Substation and Village Electricity Supply Improvements in Border Areas.** Provide support for: (i) upgrading village level electricity infrastructure and equipment in Border Areas to an agreed service standard, as further detailed in the Operations Manual; and (ii) the preparation of final designs and construction of a 110/10kV electricity substation that will provide electricity to *mahalla* Vadhat, in the Recipient's Isfara District, and increase the supply to villages in the Border Areas, including the connection to the 110kV line distribution networks (lines and substations), and transformers, poles, and wires to connect the residents of *mahalla* Vadhat and neighboring *mahallas*.
- C. Energy-related Project Management, Monitoring and Evaluation, and Communications. Provide support for the following activities in connection with Parts 1.A and 1.B of the Project: (i) Project management activities, including coordination and supervision of Project implementation, procurement, financial management (including Project audits), financing of Incremental Operating Costs, Training, technical assistance and essential equipment, and processing of electricity-related feedback received through the BFM; (ii) Project monitoring and evaluation activities; and (iii) communication activities, in coordination with NSIFT.

Part 2: Community-led Investments in Socio-Economic Infrastructure

A. **Subgrants to Beneficiaries in Corridor of Impact.** Provide support for: (i) social and economic infrastructure, facilities, services, and energy efficiency measures; and (ii) youth development activities; both in villages in the *Jamoats* traversed by

- the CoI, through the provision of Subgrants to selected Beneficiaries for Subprojects, including the technical design costs associated with the respective Subprojects.
- B. **Subgrants to Beneficiaries in Border Areas.** Provide support for: (i) social and economic infrastructure facilities, services, and energy efficiency measures; and (ii) youth development activities, both in villages in the Border Area, through the provision of Subgrants to selected Beneficiaries for Subprojects, including the technical design costs associated with the respective Subprojects.

Part 3: Community Mobilization, Capacity Building and Local Governance

- A. Community Mobilization, Youth Engagement and Capacity Building. Provide support for community mobilization and youth engagement through, *inter alia*, carrying out of capacity building activities, provision of technical assistance, and Training to: (i) facilitate the selection of investments from a closed menu of village electricity investment options, and the monitoring of the implementation of such investments under Parts 1.A and 1.B of the Project; and (ii) build local institutional capacity and engage communities in needs assessments, prioritization, planning, implementation, management, monitoring, and operations and maintenance of investments under Subprojects under Part 2 of the Project.
- B. **Support for Social Accountability and Transparency.** Provide support for: (i) social audits to ensure that decisions under the Project are inclusive and poverty-focused; (ii) semi-annual community scorecards for feedback on Project implementation; and (iii) the establishment and operation of a BFM, including a GRM.
- C. Capacity Building for Improved Local Governance. Provide support for capacity building activities for local government and communities, focusing on: (i) managing investments in communities; (ii) managing finance locally, including working with youth for youth development; (iii) managing governance and anticorruption risks; and (iv) building awareness around energy efficiency at the *Jamoat* level.
- D. Supplemental Facilitation and Capacity Building for Communities in Border Areas. Provide support for community mobilization, social accountability and local capacity building for villages in Border Areas, including, *inter alia*: (i) building the capacity and resilience of local institutions; (ii) engaging youth from villages in Border Areas in investment planning; (iii) promoting dialogue and strategic planning on Border Area development; and (iv) establishing the required mechanisms and approval processes on the Recipient's side to implement Border Area small infrastructure investments.

Part 4: Project Management, Monitoring and Evaluation, and Communications

- A. **Project Management and Coordination.** Provide support for Project management activities, including overall coordination, management and supervision of Project implementation, procurement, financial management (including Project audits), financing of Incremental Operating Costs, Training, technical assistance, essential equipment, and minor office refurbishment works, except as covered under Part 1.C of the Project.
- B. **Monitoring and Evaluation.** Provide support for Project monitoring and evaluation activities to track, document, and communicate the progress of the Project, including the overall Project evaluation, community-level monitoring which includes semi-annual assessments of outcomes and results.
- C. **Communications.** Provide support to develop and implement a communications action plan for the Project, in coordination with the ESPMU.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

- 1. The Recipient shall cause the Project Implementing Entities to maintain, throughout the implementation of the Project, staff and management with experience, qualifications, responsibilities and resources acceptable to the Association.
- 2. The Recipient shall cause BT to maintain, during the entire implementation period, the ESPMU for purposes of Part 1 of the Project, with functions, terms of reference, staff and resources acceptable to the Association.
- 3. (a) To facilitate the carrying out of the activities under Part 1 of the Project, the Recipient shall cause BT to enter into an agreement with ESPMU ("Project Implementation Agreement"), to delegate certain implementation functions under Part 1 of the Project, all under terms and conditions satisfactory to the Association.
 - (b) The Recipient shall cause BT to exercise its rights and carry out its obligations under the Project Implementation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall cause BT to not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

B. Project Manuals

- 1. The Recipient shall cause: (a) the BT Project Implementing Entity to implement its Respective Part of the Project in accordance with the Project Operations Manual; (b) the NSIFT Project Implementing Entity to implement its Respective Part of the Project in accordance with the Project Manuals.
- 2. Except as the Association shall otherwise agree in writing, the Recipient shall cause the Project Implementing Entities not to amend, waive, suspend, or abrogate any provision of the Project Manuals. In case of any inconsistency between any of the provisions of the Project Manuals and those of this Agreement, the provisions of this Agreement shall prevail.

C. Subsidiary Agreements

- 1. To facilitate the carrying out of the Project Implementing Entities' Respective Part of the Project, the Recipient shall make part of the proceeds of the Financing allocated: (a) to Category 1 of the table set forth in Section III.A of this Schedule available to the BT Project Implementing Entity; and (b) to Categories 2, 3 and 4 of the table set forth in Section III.A of this Schedule available to the NSIFT Project Implementing Entity, under subsidiary agreements between the Recipient and the Project Implementing Entities, under terms and conditions approved by the Association ("Subsidiary Agreements" and individually "Subsidiary Agreement").
- 2. The Recipient shall exercise its rights under the Subsidiary Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of their provisions.

D. Subprojects

- 1. For the implementation of Part 2 of the Project, the Recipient shall cause the NSIFT Project Implementing Entity to make Subgrants to selected Beneficiaries in accordance with detailed criteria set forth in the Subgrants Manual and pursuant to the pertinent Subgrant Agreement.
- 2. The Recipient shall cause the NSIFT Project Implementing Entity to exercise its rights and carry out its obligations under each Subgrant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall cause the NSIFT Project implementing Entity to not assign, amend, abrogate, terminate, waive or fail to enforce any Subgrant Agreement or any of its provisions.

E. Safeguards

- 1. The Recipient shall ensure and cause the Project Implementing Entities to ensure that their Respective Parts of the Project are carried out with due regard to appropriate health, safety, social, and environmental standards and practices, and in accordance with the Safeguard Instruments.
- 2. The Recipient shall, and cause the Project Implementing Entities to take all measures to implement the Resettlement Action Plan in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:

- (a) sufficient funds are made available to cover all the costs of implementing the Resettlement Action Plan;
- (b) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the Resettlement Action Plan, as applicable; and
- (c) the implementation, monitoring and evaluation of such Resettlement Action Plan is completed and reported in a manner satisfactory to the Association.
- 3. The Recipient and the Project Implementing Entities shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; and (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
- 4. The Recipient and the Project Implementing Entities shall ensure that the Project does not include any activities and expenditures on the negative list set forth in the ESMF.
- 5. Except as the Association shall otherwise agree, the Recipient shall ensure, and cause the Project Implementing Entities to ensure, that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 6. Without limitation upon its other reporting obligations under this Agreement, the Recipient, and cause the Project Implementing Entities to:
 - (a) take all measures necessary on its part to regularly collect, compile, and submit to the Association on a quarterly basis and promptly in a separate report whenever the Association may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;

- (b) promptly furnish to the Association a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and
- (c) promptly notify the Association 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.
- 7. The Recipient shall, and shall cause the Project Implementing Entities to, maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one (1) month 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:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (exclusive of Taxes, other than custom duties, excise duties and withholding tax)
(1) Goods, works, non- consulting services, consulting services, Training, and Incremental Operating Costs under Part 1 of the Project	3,850,000.00	100%
(2) Subgrants and consulting services under Part 2 of the Project	2,920,000.00	100%
(3) Goods, consulting services, non-consulting services, Training, and Incremental Operating Costs under Part 3 of the Project	580,000.00	100%
(4) Goods, consulting services, non-consulting services, works, Training, and Incremental Operating Costs under Part 4 of the Project	350,000.00	100%
TOTAL AMOUNT	7,700,000.00	

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.
- 2. The Recipient shall not request withdrawals for Eligible Expenditures that have already been financed by, or for which withdrawals have been requested under any other financing provided by the Association.

3. The Closing Date is August 29, 2025.

Section IV. Other Undertakings

1. The Recipient and the Association hereby agree to amend the Original Financing Agreement as reflected in Schedule 3 to this Agreement.

SCHEDULE 3

Amendments to the Original Financing Agreement

1. Section I.E of Schedule 2 to the Original Financing Agreement shall be replaced in its entirety by the following:

"E. Safeguards.

- 1. The Recipient shall ensure and cause the Project Implementing Entities to ensure that their Respective Parts of the Project are carried out with due regard to appropriate health, safety, social, and environmental standards and practices, and in accordance with the Safeguard Instruments.
- 2. The Recipient shall, and cause the Project Implementing Entities to take all measures to implement the Resettlement Action Plan in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:
 - (a) sufficient funds are made available to cover all the costs of implementing the Resettlement Action Plan;
 - (b) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the Resettlement Action Plan, as applicable; and
 - (c) the implementation, monitoring and evaluation of such Resettlement Action Plan is completed and reported in a manner satisfactory to the Association.
- 3. The Recipient and the Project Implementing Entities shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to:
 (a) comply with the relevant aspects of Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; and (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
- 4. The Recipient and the Project Implementing Entities shall ensure that the Project does not include any activities and expenditures on the negative list set forth in the ESMF.

- 5. Except as the Association shall otherwise agree, the Recipient shall ensure, and cause the Project Implementing Entities to ensure, that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 6. Without limitation upon its other reporting obligations under this Agreement, the Recipient, and cause the Project Implementing Entities to:
 - (a) take all measures necessary on its part to regularly collect, compile, and submit to the Association on a quarterly basis and promptly in a separate report whenever the Association may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;
 - (b) promptly furnish to the Association a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and
 - (c) promptly notify the Association 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.
- 7. The Recipient shall, and shall cause the Project Implementing Entities to, maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association. "
- 2. The definition "Displaced Persons" in the Appendix Definitions to the Original Financing Agreement shall be replaced by the following:

"Affected Persons" means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons; and a "Affected Person" means any of such Affected Persons.

3. The definition "Environmental and Social Management Framework" or "ESMF" in the Appendix Definition to the Original Financing Agreement shall be replaced by the following:

""Environmental and Social Management Framework" or "ESMF" means the Recipient's environmental and social management framework for the Project, prepared and adopted by the Recipient, satisfactory to the Association, dated December 18, 2018, disclosed in-country, and the Recipient's website on December 20, 2018, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects' risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association."

4. The definition "Environmental and Social Management Plan" or "ESMP" in the Appendix Definition to the Original Financing Agreement shall be replaced by the following:

"Environmental and Social Management Plan" or "ESMP" means the any sitespecific environmental and social management plan prepared by the Recipient, satisfactory to the Association, which details the measures to be taken during the implementation of the Project to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels; (a) the procedural, budget and institutional arrangements and actions needed to implement these measures, including any schedules to such plan, and as such plan may be amended by the Recipient from time to time, with the prior written approval of the Association.

5. The definition "Project Operations Manual" in the Appendix Definitions to the Original Financing Agreement shall be replaced by the following:

""Project Operations Manual" means the manual prepared by the Project Implementing Entities for their Respective Parts of the Project, satisfactory to the Association, and adopted pursuant to Section 5.01 (c) of the Original Financing Agreement, setting forth rules, methods, guidelines and procedures for the carrying out the Project, including, inter alia, (i) detailed description of the Project and institutional arrangements for its implementation; (ii) monitoring, evaluation, reporting, and governance procedures for the Project; (iii) disbursement, financial management, auditing and safeguard procedures for the Project; (iv) procurement rules, procedures, and standard bidding documents for the Project; (v) the content of the Project's anti-corruption plan; (vi) modalities for documentation and information management; (vii) criteria for verification, in form and substance acceptable to the Association; and (viii) the Safeguard Instruments, as said manual may be amended from time to time with the agreement of the Association."

6. The definition "Resettlement Action Plan" or "RAP" in the Appendix Definitions to the Original Financing Agreement shall be replaced by the following:

""Resettlement Action Plan" or "RAP" means the site-specific resettlement action plan adopted by the Recipient, satisfactory to the Association, and disclosed on the Association's website on December 19, 2018, which includes the principles, guidelines, procedures, organizational arrangements and budget to implement the resettlement related activities under the Project, or under Parts of the Project, as said resettlement action plan may be revised from time to time with the prior written agreement of the Association."

7. The definition "Resettlement Policy Framework" or "RPF" in the Appendix Definitions to the Original Financing Agreement shall be replaced by the following:

""Resettlement Policy Framework" or "RPF" means the Recipient's resettlement policy framework prepared and adopted by the Recipient, satisfactory to the Association, and disclosed on the Association's website on December 19, 2018, which sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project, as such framework may be amended from time to time with the prior written agreement of the Association."

8. The definition "Safeguard Documents" in the Appendix Definitions to the Original Financing Agreement shall be replaced by the following:

""Safeguard Instruments" means collectively or individually the Environmental and Social Management Framework (ESMF), the Resettlement Policy Framework (RPF), as well as, the Environmental and Social Management Plans (ESMPs) and the Resettlement Action Plans (RAPs) prepared in connection with the Project, as applicable."

2. Section III.B.2 of Schedule 2 to the Original Financing Agreement shall be replaced in its entirety by the following:

"The Closing Date is August 29, 2025"

APPENDIX

Definitions

- 1. "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.
- 2. "Affected Persons" means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons; and a "Affected Person" means any of such Affected Persons.
- 3. "Beneficiary" means any *Jamoat* established as a legal entity in the Project Area, which has met the criteria set forth in the Subgrants Manual to receive a Subgrant, including the establishment of a JPC through its *Jamoat* Council; "Beneficiaries" means the plural thereof.
- 4. "Beneficiary Feedback Mechanism" or "BFM" means a system for obtaining and responding to comments, questions, and grievances from any Project beneficiary, including any grievances made regarding Resettlements.
- 5. "Border Areas" means the Recipient's Isfara District in the Sughd Region, and selected enclaves and border villages of the Recipient which are near the CASA1000 Transmission Line in the Kyrgyz Republic.
- 6. "BT Project Agreement" means the Project Agreement between the Association and BT.
- 7. "BT Project Implementing Entity" or "BT" means *Barqi Tojik*, the national generation company of the Recipient, an open joint stock company established and operating pursuant to the Statute of the Open Joint Stock Company Barqi Tojik approved by the Government of Tajikistan's Decree No. 537 dated October 31, 2008, or any successor thereto acceptable to the Association.
- 8. "BT Subsidiary Agreement" means the Agreement referred to in Section I.C.1. (a) of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to the BT Project Implementing Entity.

- 9. "CASA1000 Multi-Donor Trust Fund" means the Central Asia South Asia Transmission Multi-Donor Trust Fund TF No.072240, effective August 12, 2015, as amended.
- 10. "CASA1000 Project" means Central Asia South Asia Electricity Transmission and Trade Project set forth in Schedule 1 to the Financing Agreement between the Recipient and the Association, dated April 24, 2015 (IDA Grant No. H941-TJ).
- 11. "CASA1000 Transmission Line" means jointly, the electricity transmission lines described under the Central Asia South Asia Electricity Transmission and Trade Project.
- 12. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 13. "CoI" or "Corridor of Impact" means the area 1.5 kilometers from either side of the CASA1000 Transmission Line.
- 14. "Environmental and Social Management Framework" or "ESMF" means the Recipient's environmental and social management framework for the Project, prepared and adopted by the Recipient, satisfactory to the Association, dated December 18, 2018, disclosed in-country, and the Recipient's website on December 20, 2018, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects' risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
- 15. "Environmental and Social Management Plan" or "ESMP" means the any site-specific environmental and social management plan prepared by the Recipient, satisfactory to the Association, which details the measures to be taken during the implementation of the Project to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels; b) the procedural, budget and institutional arrangements and actions needed to implement these measures, including any schedules to such plan, and as such plan may be amended by the Recipient from time to time, with the prior written approval of the Association.
- 16. "ESPMU" or "Energy Sector Project Management Unit" means the project management unit established by the Charter of the State Enterprise "Project

- Management Unit for the Energy Sector", pursuant to the Government of Tajikistan Resolution No. 283, dated July 6, 2006.
- 17. "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).
- 18. "GRM" means Grievance Redress Mechanism as part of the Recipient's and the Project Implementing Entities' BFM.
- 19. "Incremental Operating Costs" means the incremental operating expenditures incurred by the NSIFT Project Implementing Entity and the ESPMU, as the case may be, on account of the Project implementation, management, monitoring and evaluation, including salaries of contractual staff (but excluding salaries of officials of the Recipient's civil service) and the associated Social Charges, office rent, office materials and supplies, utilities, communication costs, transport and vehicle maintenance costs, support for information systems, translation costs, bank charges, and travel and per diem costs of the NSIFT Project Implementing Entity's and the ESPMU's staff and other reasonable expenditures directly associated with the implementation of the Project activities, as well as small administrative budget expenditures incurred by the Beneficiaries in connection with the carrying out of Subprojects, all based on an annual budget acceptable to the Association.
- 20. "Jamoat" means a self-governance body within the towns and/or villages established pursuant to the Recipient's Law "On the bodies of self-governance of townships and villages" No. 549 dated August 5, 2009, as amended; "Jamoats" means the plural thereof.
- 21. "Jamoat Council" means a collective body established under each Jamoat pursuant to Recipient's Law "On the bodies of self-governance of townships and villages" No. 549 dated August 5, 2009, as amended; "Jamoat Councils" means the plural thereof.
- 22. "Jamoat Project Commission" or "JPC" means the commission referred in Part 3 of the Project established within each Jamoat in the Project Area, with composition and responsibilities a set forth in the Project Manuals.
- 23. "Mahalla Committee" means a community self-government body established and operating pursuant to the Recipient's Law "On the bodies of self-governance of townships and villages" No. 549 dated August 5, 2009, as amended; "Mahalla Committees" means the plural thereof.
- 24. "NSIFT Project Agreement" means the Project Agreement between the Association and NSIFT.

- 25. "NSIFT Project Implementing Entity" or "NSIFT" means the National Social Investment Fund for Tajikistan, established pursuant to Recipient's Government Regulation No. 67 dated February 27, 2002, or any successor thereto acceptable to the Association.
- 26. "NSIFT Subsidiary Agreement" means the Agreement referred to in Section I.C.1 (b) of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to the NSIFT Project Implementing Entity.
- 27. "Original Financing Agreement" means the Financing Agreement for the CASA1000 Community Support Project between the Recipient and the Association, dated November 13, 2019 (Grant No D4400-TJ), as may be amended from time to time.
- 28. "Original Project" means the Project described in the Original Financing Agreement.
- 29. "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.
- 30. "Project Area" means CoI and Border Areas, jointly.
- 31. "Project Implementation Agreement" means the agreement between BT and ESPMU concluded under CASA1000 Project revised as to include the activities under the Project and referred to in Section I.A.3 of Schedule 1 to this Agreement and Section I.A.2 of the Schedule to the Project Agreement.
- 32. "Project Implementing Entity" means any one of the following: (i) BT Project Implementing Entity, (i) or NSIFT Project Implementing Entity, and "Project Implementing Entities" means both of these Project Implementing Entities jointly.
- 33. "Project Implementing Entity's Legislation" means any one of the following: (i) for BT, the Statute of the Open Joint Stock Company Barqi Tojik approved by the Government of Tajikistan Decree No. 537 dated October 31, 2018; and (ii) for NSIFT, the Regulation of the NSTF No. 67 adopted by the Government of the Recipient as of February 27, 2002, including any amendments thereto or any succeeding legislation.
- 34. "Project Manuals" means collectively, the Project Operations Manual and the Subgrants Manual.
- 35. "Project Operations Manual" means the manual prepared by the Project Implementing Entities for their Respective Parts of the Project, satisfactory to the Association, and adopted pursuant to Section 5.01 (c) of the Original Financing

Agreement, setting forth rules, methods, guidelines and procedures for the carrying out the Project, including, *inter alia*, (i) detailed description of the Project and institutional arrangements for its implementation; (ii) monitoring, evaluation, reporting, and governance procedures for the Project; (iii) disbursement, financial management, auditing and safeguard procedures for the Project; (iv) procurement rules, procedures, and standard bidding documents for the Project; (v) the content of the Project's anti-corruption plan; (vi) modalities for documentation and information management; (vii) criteria for verification, in form and substance acceptable to the Association; and (viii) the Safeguard Instruments, as said manual may be amended from time to time with the agreement of the Association.

- 36. "Resettlement" means: (i) the involuntary (i.e., an action that may be taken without a person's informed consent or power of choice) taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation.
- 37. "Resettlement Action Plan" or "RAP" means the site-specific resettlement action plan adopted by the Recipient, satisfactory to the Association, and disclosed on the Association's website on December 19, 2018, which includes the principles, guidelines, procedures, organizational arrangements and budget to implement the resettlement related activities under the Project, or under Parts of the Project, as said resettlement action plan may be revised from time to time with the prior written agreement of the Association.
- 38. "Resettlement Policy Framework" or "RPF" means the Recipient's resettlement policy framework prepared and adopted by the Recipient, satisfactory to the Association, and disclosed on the Association's website on December 19, 2018, which sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project, as such framework may be amended from time to time with the prior written agreement of the Association.
- 39. "Safeguard Instruments" means collectively or individually the Environmental and Social Management Framework (ESMF), the Resettlement Policy Framework (RPF), as well as, the Environmental and Social Management Plans (ESMPs) and the Resettlement Action Plans (RAPs) prepared in connection with the Project, as applicable.

- 40. "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.
- 41. "Social Charges" means any payments or contributions for health benefits, unemployment benefits, disability insurance, workers' compensation benefits, retirement (pension or social security) benefits, and life insurance, or any other benefits according to the Recipient's legislation.
- 42. "Subgrant" means a grant made or to be made (out of the proceeds of the Financing) available to an eligible Beneficiary, in accordance with the criteria set forth in the Subgrants Manual to finance the cost of any given Subproject, including the cost of the technical designs for the Subproject; "Subgrants" means the plural thereof.
- 43. "Subgrant Agreement" means any of the agreements referred to in Section I.D.1 of the Schedule to the NSIFT Project Agreement.
- 44. "Subgrants Manual" means the manual prepared by the NSIFT Project Implementing Entity for the Original Project, satisfactory to the Association, setting forth rules, methods, guidelines and procedures for the carrying out the activities under Part 2 of the Project, including, *inter alia*, the eligibility criteria (including a negative list of activities), detailed rules and procedures for identification, registration and selection of eligible Beneficiaries to receive Subgrants, as said manual may be amended from time to time with the agreement of the Association.
- 45. "Subproject" means any of the investments and/or activities under Part 2 of the Project that meet the criteria set forth in the Subgrants Manual; "Subprojects" means the plural thereof.
- 46. "Subsidiary Agreement" means any one of the following: (i) BT Subsidiary Agreement; or (ii) NSIFT Subsidiary Agreement, and "Subsidiary Agreements" means both of these agreements jointly.
- 47. "Training" means expenditures (other than those for consulting services) incurred by the Project Implementing Entity 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 Association.