**GRANT NUMBER E0730-ST** 

# **Financing Agreement**

(Digital Sao Tome and Principe Project)

between

## DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

## **GRANT NUMBER E0730-ST**

## FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). 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 fifteen million seven hundred thousand Special Drawing Rights (SDR 15,700,000) ("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 June 15 and December 15 in each year.
- 2.05. The Payment Currency is Euro.

## 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  - (a) AFAP Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely AFAP's ability to perform any of its obligations under the Subsidiary Agreement.
  - (b) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by AFAP of its obligations under the Subsidiary Agreement.

#### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) The Recipient, through the MINR, has adopted the Project Implementation Manual in accordance with the provisions of Section I.C of Schedule 2 to this Agreement.
  - (b) The Recipient, through the MINR, has recruited the following additional staff with qualifications, experience and under terms of reference satisfactory to the Association: a Project coordinator, a procurement specialist, an environmental specialist and a social specialist.
  - (c) The Subsidiary Agreement has been executed and delivered and all conditions precedent to its effectiveness have been fulfilled.
  - (d) The Recipient, through the MINR, has prepared and disclosed in the Recipient's territory the final ESMF and RPF, acceptable to the Association.
  - (e) The Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness have been fulfilled.
- 5.02. The Effectiveness Deadline is the date ninety (90) 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 of Planning, Finance and Blue Economy.
- 6.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

Ministry of Planning, Finance and Blue Economy Agua Grande Caixa Postal No. 168 Sao Tome, Republic of Sao Tome and Principe; and

(b) the Recipient's Electronic Address is:

E-mail:

mpf.geral@financas.gov.st

- 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.

## DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE

By

Engracio do Sacramento Soares da Graça

	Authorized Representative
Name:	Engracio do Sacramento Soares da Graça
Title:	Ministro do Planeamento, Finanças e Economia Azul
Date:	21-jul-2022
Title: Date:	

## INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Albert Eufack

Authorized Representative
Albert Zeufack
Name:

Title: \_\_\_\_\_ Director of Operations

**Date:** \_\_\_\_\_21-Jul-2022

## **SCHEDULE 1**

## **Project Description**

The objectives of the Project are to improve equity and sustainability of telecommunications services between the islands of Sao Tome and Principe, and strengthen data governance, data systems and statistical capacity.

The Project consists of the following parts:

## 1. Digital Access

Support broadband wider access and adoption, through:

- (a) Reviewing, updating and strengthening of the policy, legal, regulatory and governance frameworks of the wholesale and retail broadband market to facilitate open access and fair competition
- (b) Long-term improvement of international broadband connectivity of the island of Principe, including:
  - (i) financing a submarine cable connection to the island of Principe; and
  - (ii) carrying out technical assistance on options for financial structuring of the ownership, management and operation of the submarine cable connection to the island of Principe.
- (c) Increasing digital access in primary and secondary schools, including:
  - (i) carrying out an assessment of schools connectivity needs; and
  - (ii) providing internet connectivity to schools in the islands of Sao Tome and Principe.

## 2. Data Foundations for Digital Public Service Delivery

Boost the Recipient's capacity for secure digital public service delivery, through:

(a) Development of governance, strategic, regulatory and legal frameworks that enable secure digital service delivery, including:

- carrying out technical assistance for the drafting of laws and regulations on cybersecurity, cybercrime, data protection, data sharing (including open data), electronic transactions, civil registration and identification, and national statistics; and
- (ii) carrying out technical assistance for the:
  - (1) development of national strategies, policies and governance frameworks for data management;
  - (2) development of a national strategy for digital identification; and
  - (3) upgrading of the Recipient's civil registration and identification systems.
- (b) Building digital foundations for digital services, including:
  - strengthening the Recipient's cybersecurity capabilities through the establishment of a basic national computer emergency response team; upgrading and expanding the technical and operational capabilities of the National Agency of Personal Data Protection;
  - (ii) implementing and maintaining a technical solution for data interoperability of the Recipient's information systems;
  - (iii) improving the quality of civil registration and identification systems; and
  - (iv) designing and implementing selected digital services and platforms to demonstrate the benefits of digital service delivery.

## **3.** Housing and Population Census

Support all phases of the Recipient's 2023 housing and population census and preparation of key outputs, through:

- (a) Improving the NIS's capacity to prepare for the census data collection, including:
  - (i) establishing the required organizational structure;
  - (ii) designing and implementing a communications campaign;

- (iii) updating the relevant Recipient's cartography; and
- (iv) carrying out a pilot census.
- (b) Carrying out the data collection for the census and implementing a post enumeration survey.
- (c) Carrying out the census data analysis; preparation of tabulations and final reports; and publication and dissemination of census results.

## 4. **Project Management and Coordination**

Support the Recipient's Project implementation, management and coordination, including procurement, financial management, monitoring and evaluation, and environmental and social management functions under the Project.

## 5. Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

## SCHEDULE 2

## **Project Execution**

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

#### A. Institutional Arrangements

- 1. The Recipient, shall carry out the Project in accordance with this Agreement, and for this purpose, the Recipient:
  - (a) through the MINR, shall establish and thereafter maintain throughout Project implementation, a Project Implementation Unit ("PIU") satisfactory to the Association, with a structure, staff, functions, responsibilities and adequate resources as set forth in the Project Implementation Manual, to be responsible for the overall management and supervision of Project implementation, and carrying out Parts 1, 2, 4 and 5 of the Project; and
  - (b) not later than three months after the Effective Date, through the NIS, shall establish a Dedicated Census Office satisfactory to the Association, with a structure, staff, functions, responsibilities and adequate resources as set forth in the Project Implementation Manual, to be responsible for carrying out Part 3 of the Project.
- 2. Not later than one month after the Effective Date, the Recipient shall establish and thereafter maintain throughout Project implementation a Steering Committee with a composition and functions satisfactory to the Association, including the responsibility to provide strategic guidance on Project implementation, and ensure coordination across the Recipient's institutions and agencies, as set forth in the Project Implementation Manual.
- 3. Not later than three months after the Effective Date, the Recipient shall establish and thereafter maintain throughout Project implementation a Local Census Commission in each of the Recipient's six districts with a composition and functions satisfactory to the Association, including the responsibility to coordinate the carrying out of the census at district level, as set forth in the Project Implementation Manual.
- 4. Not later than one month after the Effective Date, the Recipient shall establish and thereafter maintain throughout Project implementation Project Technical Committees with a composition and functions satisfactory to the Association, including the responsibility to ensure coordination amongst Project stakeholders, as set forth in the Project Implementation Manual.

5. Not later than one month after the Effective Date, the Recipient shall maintain throughout Project implementation a Private Sector Working Group with a composition and functions satisfactory to the Association, including the responsibility to coordinate telecommunications investments under the Project, as set forth in the Project Implementation Manual.

## B. Subsidiary Agreement

- 1. To facilitate the carrying out of the Project, the Recipient, through the MINR, shall make part of the proceeds of the Financing available to AFAP under a subsidiary agreement between the Recipient and AFAP ("Subsidiary Agreement"), under terms and conditions approved by the Association, which shall include the responsibility of AFAP to:
  - (a) carry out the financial management functions required for Project implementation;
  - (b) support the MINR in developing the Project Implementation Manual;
  - (c) not later than 60 days after the Effective Date, recruit an accountant with qualifications, experience and under terms of reference satisfactory to the Association; and
  - (d) not later than 90 days after the Effective Date, recruit an external auditor with qualifications, experience and under terms of reference satisfactory to the Association.
- 2. The Recipient, through the MINR, shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

## C. Project Implementation Manual

1. The Recipient, through the MINR, shall and shall cause AFAP, to prepare an implementation manual ("Project Implementation Manual"), in form and substance satisfactory to the Association, which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (a) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (b) performance indicators of the Project; (c) monitoring and evaluation methods; (d) financial management guidelines and procedures, including financial management and accounting consolidation; (e) environmental and social measures to manage and supervise environmental and social risks; (f) corruption and fraud measures; (g)

implementation modalities for each Part of the Project; and (viii) roles and responsibilities of various agencies and stakeholders in the implementation of the Project.

- 2. The Recipient, through the MINR, shall adopt the Project Implementation Manual, acceptable to the Association.
- 3. The Recipient, through the MINR, shall and shall cause AFAP to carry out the Project in accordance with the Project Implementation Manual. Except as the Association shall otherwise agree in writing, the Recipient, through the MINR, shall and shall cause AFAP to not assign, amend, abrogate or waive any provision of the Project Implementation Manual. In the event of any conflict between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.

## **D.** Environmental and Social Standards

- 1. The Recipient, through the MINR, 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, through the MINR, 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, through the MINR, 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, through the MINR, 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 workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient, through the MINR, 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 appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient, through the MINR, 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 the 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.

## E. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project ("Contingent Emergency Response Part"), the Recipient, through the MINR, shall ensure that:
  - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response

Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;

- (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
- (c) the Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
- (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
- 2. The Recipient, through the MINR, shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Association.
- 3. The Recipient, through the MINR, shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

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

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

## Section III. <u>Withdrawal of the Proceeds of the Financing</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 Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
<ul> <li>(1) Goods, works, non- consulting services, consulting services,</li> <li>Operating Costs and Training services for the Project (except Part 1.(b))</li> </ul>	5,602,500	100%
<ul> <li>(2) Goods, works, non- consulting services, consulting services,</li> <li>Operating Costs</li> <li>Training services and</li> <li>Consortium Fee for Part</li> <li>1.(b)(i) of the Project</li> </ul>	8,197,500	100%
(3) Refund of Preparation Advance	1,900,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(4) Emergency Expenditures	0	
TOTAL AMOUNT	15,700,000	

## B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date; or
  - (b) for payments under Category (2), unless the debt, equity and/or other agreements that are necessary for commencement of implementation of Part 1.(b)(i) of the Project, acceptable to the Association: (i) have been fully executed between the investor(s) selected by the Recipient and the relevant parties for the financing of Part 1.(b)(i) of the Project; and (ii) became effective; or
  - (c) for Emergency Expenditures under Category (4), unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (4); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
    - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
- 2. The Closing Date is June 30, 2027.

## APPENDIX

## **Definitions**

- 1. "AFAP" means the Recipient's Fiduciary Agency for Project Administration, *Agência Fiduciaria de Administração de Projetos*, established pursuant to the AFAP Legislation, or any successor thereto acceptable to the Association.
- 2. "AFAP Legislation" means the Recipient's Decree-Law No. 10/2018, dated May 16, 2018, published in the Recipient's Journal of the Republic No. 100, dated July 19, 2018.
- 3. "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.
- 4. "Bank" means the International Bank for Reconstruction and Development.
- 5. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 6. "CERC Manual" means the manual referred to in Section I.E of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Implementation Manual.
- 7. "Consortium Fee" means the reasonable expenditures incurred by the Recipient to secure its membership and participation in a consortium for purposes of the implementation of Part 1.(b)(i). of the Project, with the prior agreement of the Association, which Consortium Fee is hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.
- 8. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
- 9. "Dedicated Census Office" means the office within the NIS referred to under Section I.A.(b) of Schedule 2 to this Agreement.
- 10. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

- 11. "Emergency Action Plan" means the plan referred to in Section I.E of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
- 12. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.E of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
- 13. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated May 13, 2022, 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.
- 14. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 15. "ESMF" means the environmental and social management framework to be prepared and adopted by the Recipient, satisfactory to the Association, disclosed in-country, and at the Association's website, 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, including the risks of gender-based violence, sexual exploitation and abuse and sexual harassment, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence, sexual exploitation and abuse, and sexual harassment, 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.

- 16. "Grant Agreement" means the agreement (GIF Grant No. TF0B8649) of even date herewith entered into between the Recipient and the Bank.
- 17. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
- 18. "Local Census Commission" means the commission referred to under Section I.A.3 of Schedule 2 to this Agreement.
- 19. "MINR" means the Recipient's Ministry of Infrastructure and Natural Resources (*Ministério das Infraestruturas e Recursos Naturais*), or any successor thereto acceptable to the Association.
- 20. "National Agency of Personal Data Protection" means the Recipient's National Agency of Personal Data Protection (*Agência Nacional de Proteccão de Datos Pessoais*), or any successor thereto acceptable to the Association.
- 21. "NIS" means the Recipient's National Institute of Statistics (*Instituto Nacional de Estatística*), or any successor thereto acceptable to the Association.
- 22. "Operating Costs" means the reasonable costs, as shall have been approved by the Association, for the incremental expenses incurred on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consulting services and salaries of officials of the Recipient's civil service).
- 23. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement dated February 5, 2022.
- 24. "Private Sector Working Group" means the group referred to under Section I.A.5 of Schedule 2 to this Agreement.
- 25. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.

- 26. "Project Implementation Manual" means the manual referred to under Section I.C of Schedule 2 to this Agreement.
- 27. "Project Implementing Unit" means the unit within the MINR referred to under Section I.A.1(a) of Schedule 2 to this Agreement.
- 28. "Project Technical Committees" means the committees referred to under Section I.A.4 of Schedule 2 to this Agreement.
- 29. "RPF" means the resettlement policy framework to be prepared and adopted by the Recipient, satisfactory to the Association, and disclosed on the Association's website, which sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of resettlement action plans under the Project, as such framework may be amended from time to time with the prior written agreement of the Association.
- 30. "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.
- 31. "Steering Committee" means the committee referred to under Section I.A.2 of Schedule 2 to this Agreement.
- 32. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement.
- 33. "Training" means the reasonable costs, as shall have been approved by the Association, for training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consulting services).