

Public Disclosure Authorized

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**CREDIT NUMBER 4767-NG**

# **Financing Agreement**

**(Lagos Urban Transport Project 2)**

**between**

**FEDERAL REPUBLIC OF NIGERIA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated November 25 , 2010**

Public Disclosure Authorized



**CREDIT NUMBER 4767 -NG**

**FINANCING AGREEMENT**

AGREEMENT dated November 25 , 2010, entered into between the FEDERAL REPUBLIC OF NIGERIA (“Recipient”) and the 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) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to one hundred nineteen million six hundred thousand Special Drawing Rights (SDR 119,600,000) (variously, “Credit” and “Financing”) to assist in financing of 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 IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 15 and August 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 as set forth in Schedule 1 to this Agreement. To this end, the Recipient shall cause LAMATA to carry out the Project, in accordance with the provisions of Article IV of the General Conditions and the LAMATA Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01 The Additional Event of Suspension consists of the following: LAMATA's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of LAMATA to perform any of its obligations under the LAMATA Project Agreement.
- 4.02 The Co-financing Deadline for the effectiveness of the Co-financing Agreement is June 30, 2011.

**ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) the First Subsidiary Agreement has been executed on behalf of the Recipient and Lagos State in accordance with the provisions of Section I.B.1(a) of Schedule 2 to this Agreement.
  - (b) the Second Subsidiary Agreement has been executed on behalf of Lagos State and LAMATA in accordance with the provisions of Section I.B.1(b) of Schedule 2 to this Agreement.
  - (c) the GEF Grant Agreement between the Recipient and Association has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 5.02 The Additional Legal Matters consist of the following:
  - (a) the First Subsidiary Agreement has been duly authorized or ratified by the Recipient and Lagos State and is legally binding upon the Recipient and Lagos State in accordance with its terms.

(b) the Second Subsidiary Agreement has been duly authorized or ratified by the Lagos State and LAMATA and is legally binding upon Lagos State and LAMATA in accordance with its terms.

5.03. The Effectiveness Deadline is the date one hundred and eighty (180) days after the date of this Agreement.

**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is its federal Minister of finance.

6.02. The Recipient's Address is:

The Honorable Minister  
Federal Ministry of Finance  
Ahmadu Bello Way  
Central Business District  
Abuja, Nigeria

Facsimile:

234 9 6273609

6.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS  
Washington, D.C.

248423 (MCI)

1-202-477-6391

AGREED at Abuja, Federal Republic of Nigeria, as of the day and year first above written.

**FEDERAL REPUBLIC OF NIGERIA**

**By: /s/ Olusegun O. Aganga**

**Authorized Representative**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By: /s/ Onno Ruhl**

**Authorized Representative**

## **SCHEDULE 1**

### **Project Description**

The objectives of the Project are to: (i) improve passengers' mobility along selected priority road corridors in the Lagos Metropolitan Area; and (ii) promote a shift to more environmentally sustainable urban transport modes.

The Project consists of the following Parts:

#### **Part A: Institutional Development and Capacity Building**

1. Enhancement of technical skills and expertise of staff of LAMATA, bus operators and other agencies involved in urban transportation in managing urban transportation through provision of appropriate training, study tours and implementation of twinning arrangements with suitable counterpart organizations.
2. Construction of an adequate building to house LAMATA's headquarters' offices and acquisition of furniture and equipment needed to enhance the efficiency of the said corporate facilities.
3. Improvement and upgrading of LAMATA's institutional databases and other relevant management systems and related management tools.
4. Enhancement of general transport management through establishment of transport planning units in at least three local government areas, including provision of technical and logistical support and training to sustain the operations of the said units.
5. Carrying out of studies aimed at improving delivery of public transport services for the city of Kano and provision of training programs related thereto.

#### **Part B: Improvement of Public Transport Infrastructure and Enhancement of Traffic Management Systems**

1. Construction of, and supervision activities for about 27 km of, bus rapid transit infrastructure stretching from Oshodi to Mile 2 to Obalende, including development and installation of traffic management systems.
2. Construction of, and supervision activities for about 22 km of, bus rapid transit infrastructure stretching from Oshodi to Mile 12 to Ikorodu, including development and installation of traffic management systems.

3. Carrying out of alternative mass transit studies relating to bus rapid transit systems, simpler application of bus priority schemes, light rail or metro rail systems and options for attracting suitable private capital to sustain an expansion of adequate mass transit systems.
4. Development and implementation of a service and operations plan aimed at improving the flow of passengers at terminals and at key stations, including trunk alignments and carrying out of studies for identification of new bus routes and modal integration facilities.
5. Formulation and implementation of appropriate consultations, communications and media strategies aimed at fostering a better understanding and appreciation of benefits deriving from the bus rapid transit system and promoting its further use by the public at large.
6. Formulation and implementation of an improved service plan framework and rationalization of system operations.

**Part C: Improvement of Lagos State Metropolitan Road Network**

1. Carrying out of routine maintenance on the Declared Road Network.
2. Carrying out of periodic maintenance on about 12km of degraded strategic roads and enhancing the capacity of LAMATA's pavement management system including data collection and upgrading.
3. Rehabilitation of about 5km of structurally damaged strategic roads.

**Part D: Project Management and Monitoring**

Provision of logistical support and technical advisory services required to sustain implementation of the Project, including the monitoring of its outcomes, institutional, technical, financial and procurement audits, the implementation of social and environmental management measures and the monitoring of air quality along bus rapid transit corridors.



## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. The Recipient shall ensure that the Project Implementing Entities carry out their respective obligations under the Project Agreements in accordance with the PIM; and, except as the Association shall otherwise agree in writing, shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof; provided, however, that in the event of any conflict between the provisions of the PIM and those of this Agreement or the Project Agreements, the provisions of this Agreement and the Project Agreements shall prevail.
2. Annual Work Plans and Budgets
  - (a) The Recipient shall prepare (in part on the basis of the proposed annual work plans and budgets prepared by LAMATA pursuant to Section I.A.2 of the Schedule to the LAMATA Project Agreement and Section I.A.2 of the Schedule to the Lagos State Project Agreement) and furnish to the Association for its approval, not later than November 30 in each year during the implementation of the Project or such later date as the Association may agree, annual work plans and related budgets containing all activities proposed to be carried out under the Project in the following calendar year.
  - (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Association on each such proposed annual work plan and related budget and thereafter, shall ensure the implementation, monitoring and evaluation of such annual work plan and related budget as shall have been approved by the Association, in accordance with the provisions set forth in this Agreement and in more detail in the PIM and the Subsidiary Agreements.

##### B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall:
  - (a) on-lend the proceeds of the Financing to Lagos State under a subsidiary agreement to be entered into between the Recipient and Lagos State, under such terms and conditions which shall have been approved by the Association and which shall include the following (First Subsidiary Agreement): (i) the principal amount of such proceeds shall be the

equivalent in terms of the Recipient's currency of the SDR amount so made available (determined as of the respective dates of withdrawal); (ii) the principal amount so withdrawn shall bear interest at an annual rate equal to the rate referred to in Section 2.04 of this Agreement; and (iii) the principal amount withdrawn shall be repaid in equal semi-annual installments over forty years (including a ten-year grace period); and

- (b) ensure that Lagos State makes available to LAMATA the proceeds of the Financing made available to it on a grant basis under a subsidiary agreement to be entered into between the Lagos State and LAMATA, under terms and conditions which shall have been approved by the Association (Second Subsidiary Agreement).

- 2. The Recipient shall ensure that its rights under the First Subsidiary Agreement and the rights of Lagos State under the Second Subsidiary Agreement shall be exercised in such manner as to protect the interests of the Recipient, Lagos State and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall ensure that neither of the Subsidiary Agreements nor any of their respective provisions is assigned, amended, abrogated or waived.

**C. Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**D. Safeguards**

- 1. Except as otherwise agreed in writing by the Association, the Recipient shall ensure that:
  - (a) the Project is carried out in accordance with the provisions of the ESMF and RPF and any EMPs and RAPs;
  - (b) if any Annual Work Plan would, pursuant to the ESMF or RPF, require the adoption of an EMP and/or RAP, then no activities included in the Annual Work Plan shall be implemented unless and until an EMP and/or RAP, as the case may be, (i) is prepared, in accordance with the ESMF or RPF and furnished to the Association for review and approval, and (ii) is approved by the Association; and
  - (c) in the case of any resettlement activity involving Displaced Persons, no displacement or restriction of access to legally designated parks and protected areas shall occur before necessary resettlement measures in

accordance with the RAP are implemented, including, in the case of displacement, full payment to Displaced Persons of compensation and of other assistance required for relocation, prior to displacement.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, in accordance with terms of reference satisfactory to the Association: (a) monitor the status of compliance with the ESMF, RPF, and all EMPs and RAPs; and (b) prepare quarterly reports on the results of such monitoring activities (based in part on the reports for the same period to be furnished by LAMATA to Lagos State pursuant to Section I.C.2 of the LAMATA Project Agreement and by Lagos State to the Recipient pursuant to Section I.C.3 of the Schedule to the Lagos State Project Agreement), and furnish the same to the Association, giving details of:
  - (a) measures taken in furtherance of such ESMF, RPF, EMPs and RAPs;
  - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF, RPF, EMPs and RAPs; and
  - (c) remedial measures taken or required to be taken to address such conditions.

Thereafter, the Recipient shall ensure the implementation of such remedial measures, taking into account the views of the Association thereon.

## **Section II. Project Monitoring, Reporting and Evaluation**

### **A. Project Reports**

1. The Recipient shall ensure the monitoring and evaluation of the progress of the Project and the preparation of Project Reports, all in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth in paragraph 2 below. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than fifty five (55) days after the end of the period covered by such report.
2. The performance indicators referred to in paragraph 1 above consist of the following:
  - (i) Reduction of travel time along bus rapid transit corridors;
  - (ii) Reduction of a household's expenditures on transport along bus rapid transit corridors;
  - (iii) Increase in the number of passengers carried per standard bus per day;

- (iv) Length of roads rehabilitated on Lagos metropolitan network;
- (v) Increase in the percentage of trips made by bus rapid transit among households owning motorbikes or cars;
- (vi) Reduction of carbon dioxide emissions from vehicles along bus rapid transit corridor;
- (vii) Number of direct beneficiaries by gender; and
- (viii) Number of indirect beneficiaries by gender.

**B. Financial Management, Financial Reports and Audits**

1. The Recipient shall maintain a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association, not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

**Section III. Procurement**

**A. General**

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement method or methods of review by the Association of

particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods and Works**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used.

<u>Procurement Methods</u>
(a) National Competitive Bidding
(b) Shopping
(c) Direct Contracting

**C. Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<b>Procurement Methods</b>
(a) Quality-Based Selection
(b) Single Source Selection
(c) Selection Based on the Consultants’ Qualifications
(d) Individual Consultants
(e) Least-Cost Selection

**D. Review by the Association of Procurement Decisions**

Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the

Association: (a) each contract procured on the basis of International Competitive Bidding; (b) each contract for goods estimated to cost the equivalent of \$750,000 or more and each contract for works estimated to cost \$5,000,000 or more; (c) each contract procured on the basis of Direct Contracting; (d) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$200,000 or more; (e) each contract for consultants' services provided by individual consultants estimated to cost the equivalent of \$50,000 or more; and (f) each contract for consultants' services procured on the basis of Single Source Selection. All other contracts shall be subject to Post Review by the Association.

#### **Section IV. Withdrawal of the Proceeds of the Financing**

##### **A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to

be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Credit Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, consultants services and Training for Part A of the Project (except for Part A.5)	13,600,000	100%
(2) Goods, works and consultants' services for Part B of the Project (except for Parts B.2, B.5 and B.6)	69,800,000	100%
(3) Goods, works and consultants' services for Part C of the Project (except for Part C.1)	11,300,000	100%
(4) Goods, consultants' services, Training, and Operating Costs for Part D of the Project	5,700,000	100%
(5) Unallocated	19,200,000	
<b>Total Amount</b>	<b>119,600,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is June 30, 2015.

**SCHEDULE 3**  
**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each February 15 and August 15	
commencing August 15, 2020 to and including February 15, 2030	<b>1%</b>
Commencing August 15, 2030 to and including February 15, 2050	<b>2%</b>

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.



**APPENDIX****Section I. Definitions**

1. “Annual Work Plan” means each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.A.2(b) of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Co-financier” means the French Development Agency, referred to in paragraph 10 of the Appendix to the General Conditions.
5. “Co-financing” means an amount equivalent to at least 100 million Dollars (\$100,000,000), to be provided by the Co-financier to assist in financing the Project.
6. “Co-financing Agreement” means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
7. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
8. “Declared Road Network” means the major transport routes in Lagos State as defined by the LAMATA’s Legislation.
9. “Displaced Person” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land, 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 such person must move to another location; or (ii) the involuntary restriction to access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons; and “Displaced Persons” means more than one Displaced Person.
10. “EMP” means, if required by the ESMF for an Annual Work Plan, the environmental management plan, in form and substance satisfactory to the Association, prepared or to be prepared by the Recipient on the basis of the ESMF, and giving details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts associated

with the implementation of the Annual Work Plan, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms, as any such plan may be amended and/or supplemented from time to time with prior written approval of the Association; and “EMPs” means, collectively, all or several such plans.

11. “ESMF” means the Environmental and Social Management Framework prepared and adopted by the Recipient, dated July 20, 2009, defining the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts of the Project activities, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
12. “First Subsidiary Agreement” means the subsidiary agreement referred to in Section I.B.1(a) of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to Lagos State.
13. “GEF Grant Agreement” means the agreement to be entered into between the Recipient and the Bank, acting as an implementing agency of the Global Environment Facility, providing a grant for Parts A.5 and B.5 of the Project.
14. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).
15. “Lagos State” means the Recipient’s State of Lagos.
16. “Lagos State Project Agreement” means the project agreement of same date as this Agreement between the Association and Lagos State for the Project.
17. “LAMATA” means the Lagos Metropolitan Area Transport Authority.
18. “LAMATA’s Legislation” means LAMATA Law No. 28 dated 16<sup>th</sup> April, 2007 of Lagos State.
19. “LAMATA Project Agreement” means the project agreement of same date as this Agreement between the Association and LAMATA for the Project.
20. “Operating Costs” means the incremental expenses incurred by the Implementing Entity, based on amounts and budgets approved by the Association, for Project implementation, management, and monitoring, on account of office space rental and utilities, office supplies and equipment, bank charges, communications, vehicle operation, maintenance, insurance cost, building and equipment maintenance, travel, audit fees, supervision and advertising, salaries of

contractual staff but excluding salaries of full time staff of the Project Implementing Entity.

21. “PIM” means the Project Implementation Manual dated September 28, 2009, outlining the institutional and operational arrangements for implementation of the Project, including procurement procedures, disbursement arrangements, performance indicators, environmental safeguards, monitoring and evaluation arrangements, terms of reference of staff and other administrative, financial and organizational arrangements, as such manual may be amended by the Recipient from time to time, with the prior written agreement of the Association.
22. “Project Agreement” means individually the Lagos State Project Agreement or the LAMATA Project Agreement (as the context may require); and “Project Agreements” means, collectively, the Lagos State Project Agreement and the LAMATA Project Agreement.
23. “Project Implementing Entity” means individually, Lagos State or LAMATA, (as the context may require), and “Project Implementing Entities” means collectively Lagos State or LAMATA.
24. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.
25. “Procurement Plan” means the procurement plan for the Project, dated September 25, 2009 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of the said paragraphs.
26. “RAP” means, if required by the RPF for an Annual Work Plan, the resettlement action plan, in form and substance satisfactory to the Association, prepared or to be prepared by the Recipient on the basis of the RPF, and giving details of the specific actions, measures and policies designed to facilitate the achievement of the objectives of the RPF, along with the procedural and institutional measures needed to implement such actions, measures and policies, as such RAP may be amended from time to time with the prior written agreement of the Association.
27. “RPF” means the Resettlement Policy Framework acceptable to the Association, dated July 20, 2009, adopted by the Recipient, and giving details of provisions for compensation, rehabilitation and resettlement assistance to Displaced Persons, as such RPF may be amended from time to time with the prior written agreement of the Association.

28. “Second Subsidiary Agreement” means the subsidiary agreement referred to in Section I.B1(b) of Schedule 2 to this Agreement and Section I.A.3 of the Schedule to the Lagos State Project Agreement, pursuant to which Lagos State shall make the proceeds of the Financing available to the Project Implementing Entity.
29. “Subsidiary Agreements” means, collectively, the First Subsidiary Agreement and the Second Subsidiary Agreement.
30. “Training” means incremental reasonable expenditures approved by the Association on the basis of budgets acceptable to the Association to finance the cost of training activities, workshops and seminars related to the Project including expenses for rental of conference rooms, acquisition of materials and supplies and required office equipment.