

Public Disclosure Authorized

LOAN NUMBER 9081-BR

Loan Agreement

(São Paulo Aricanduva Bus Rapid Transit Corridor Project)

(Programa de Melhoria da Mobilidade Urbana Universal - Corredor Aricanduva)

between

MUNICIPALITY OF SÃO PAULO

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Public Disclosure Authorized

LOAN NUMBER 9081-BR

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between MUNICIPALITY OF SÃO PAULO (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of ninety-seven million Dollars (\$97,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement. The Borrower’s Representatives for purposes of taking any action required or permitted to be taken pursuant to this Section are its Mayor or its Secretary of Finance, acting severally.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.
- 2.08. The Borrower may request the Conversions of Loan terms, in each case with the prior non-objection of the Guarantor, through its Secretariat of the National Treasury of the Guarantor’s Ministry of Economy.
- 2.09. (a) If on any given day, the Total Exposure exceeds the Standard Exposure Limit (as said terms are defined in sub-paragraphs (b)(ii) and (b)(iii) of this Section), the Borrower shall pay to the Bank a surcharge at the rate of one half of one percent

(0.5%) per annum of the Allocated Excess Exposure Amount (as defined in subparagraph (b)(i) of this Section) for each said day (“Exposure Surcharge”). The Exposure Surcharge (if any) shall be payable semi-annually in arrears on each Payment Date.

- (b) For purposes of this Section the following terms have the meanings set forth below:
- (i) “Allocated Excess Exposure Amount” means for each day during which the Total Exposure exceeds the Standard Exposure Limit, the product of: (A) the total amount of said excess; and (B) the ratio of all (or, if the Bank so determines), a portion of the Loan to the aggregate amount of all (or the equivalent portions) of the loans made by the Bank to the Borrower, the Guarantor and to other borrowers guaranteed by the Guarantor that are also subject to an exposure surcharge, as said excess and ratio are reasonably determined from time to time by the Bank.
 - (ii) “Standard Exposure Limit” means the standard limit on the Bank’s financial exposure to the Guarantor which, if exceeded, would subject the Loan to the Exposure Surcharge, as determined from time to time by the Bank.
 - (iii) “Total Exposure” means for any given day, the Bank’s total financial exposure to the Guarantor, as reasonably determined by the Bank.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out: (i) Parts 1, 3.1 and 3.2 of the Project through SIURB with the assistance of SPObras; and (ii) Part 2 and 3.3 of the Project through SMT with the assistance of SPTrans, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Project Operational Manual has been adopted by the Borrower and the Project Entities, all in a manner and with contents acceptable to the Bank;
 - (b) the Partnership Agreements have been duly signed and delivered between its parties, and all conditions precedent to their effectiveness have been fulfilled, except for the signature of this Loan Agreement, all in a manner and with contents acceptable to the Bank; and
 - (c) the PMU has been established under SIURB, with staff and capabilities acceptable to the Bank.

- 4.02. The Effectiveness Deadline is the date a one hundred twenty (120) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. Except as provided in Section 2.02 of this Agreement, the Borrower's Representative is its Mayor.

- 5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

Palácio do Anhangabaú
Viaduto do Chá, 15 – Centro histórico de São Paulo
01020-900 São Paulo, SP - Brazil

(b) the Borrower's Electronic Address is:

E-mail: prefeito@prefeitura.sp.gov.br

With copies to SF, SIURB and SMT:

Secretaria Municipal da Fazenda
Rua Líbero Badaró, 190 – 22º Andar – Centro
CEP 01008-000 – São Paulo-SP - Brazil
E-mails: gabsf@prefeitura.sp.gov.br;
opcred@prefeitura.sp.gov.br; and
sfdidig@prefeitura.sp.gov.br

Secretaria Municipal de Infraestrutura Urbana e Obras
Av. São João, 473 - 22º Andar - Galeria Olido
CEP 01035-000 São Paulo-SP– Brazil
E-mails: siurbgabinete@prefeitura.sp.gov.br; and
vitoraly@prefeitura.sp.gov.br

Secretaria Municipal de Mobilidade e Transportes
Rua Barão de Itapetininga, 18 – 14º Andar – Centro
CEP 01002-900 São Paulo-SP– Brazil
E-mail: smtgabinete@prefeitura.sp.gov.br

With copies to:

Secretaria de Assuntos Econômicos Internacionais – SAIN
Ministério da Economia
Esplanada dos Ministérios – Bloco K – 8º andar
CEP 70040-906 Brasília – DF– Brazil
E-mail: seain@planejamento.gov.br

5.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	panoscasero@worldbank.org

AGREED as of the Signature Date.

MUNICIPALITY OF SÃO PAULO

By Guilherme Bueno de Camargo
Authorized Representative

Name: Guilherme Bueno de Camargo

Title: Secretary of Finance

Date: 31-dez-2021

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By Paloma Anos
Authorized Representative

Name: Paloma Anos Casero

Title: The World Bank

Date: 31-Dec-2021

SCHEDULE 1

Project Description

The objectives of the Project are to: (i) improve mobility and accessibility to jobs for socially vulnerable public transport users in the influence area of the Aricanduva Corridor; and (ii) enhance operational efficiency of the Borrower's bus system.

The Project consists of the following parts:

Part 1. Development of a High-Quality BRT System on the Aricanduva Corridor

1.1. Construction of a BRT System on the Aricanduva Corridor. Assist SIURB in carrying out civil works, purchasing equipment for the BRT System, implementing engineering supervision, environmental and social monitoring of civil works on the Aricanduva Corridor, including, *inter alia*, construction and/or installation of lanes, mixed traffic lanes, bicycle lanes, sidewalks, pedestrian bridges, resilient drainages, intelligent traffic lights, local corridor operation systems, energy-efficient public lights, stations (i.e., high floor boarding platforms, fare collection system, ticketing machines, security cameras, automated boarding doors, user information display, universal access facilities, and bicycle parking), landscaping and vegetation, and utilities such as electricity lines, phone cables, and gas/water pipes as necessary; and other associated facilities.

1.2. Land Expropriation Required for the BRT System development. Support SIURB in acquiring an area of approximately 4,900 square meters distributed in 1 to 2 meters wide strips of land at a few intersections along the Aricanduva Corridor.

Part 2. Upgrading of Bus Operational Control Center.

Assist SMT and SPTrans in: (i) the construction of a new office building for an operational control center inside the existing SPTrans office complex in the Santa Rita neighborhood, including technical and environmental and social supervision; and (ii) the installation of an upgraded and integrated system for bus operation management, including, *inter alia*, acquisition of servers, computers, monitors, hardware and software, data storage devices or services, furniture, and miscellaneous accessories required for operation of the operational control center.

Part 3. Project Management and Capacity Building on Transport Planning and Policies

3.1. Support Daily Operation of PMU. Support SIURB to strengthen the PMU operation, including, *inter alia*, hiring consultants in the areas of financial management, procurement, environmental and social safeguards, engineering, and monitoring and evaluation.

3.2. Support Project Management, Monitoring and Evaluation, and Stakeholder/Citizen Engagement. Assist SIURB in, *inter alia*, external audit, capacity building on financial management, assessment of the project outcomes and achievements, and support to stakeholder and citizen engagement in relation to the project implementation.

3.3. Capacity Building Related to Public Transport Planning and Policies. (i) assist SMT in strengthening its capacity on public transport policies including, *inter alia*, subsidy for socially

vulnerable users, integrated fare policies, financial sustainability for city bus operation, impact evaluation on the project's benefits, road safety for public transport, security for public transport users, diagnostics of barriers for non-public transport users, and resilience on public transport infrastructure; (ii) support the implementation of the gender action plan, including training related to sexual harassment response protocol for bus operators; and (iii) assist in communication campaigns for public transport users and neighboring communities including non-public transport users as well as facilitation on policy dialogue between the Municipality of São Paulo and the São Paulo state government and agencies, including Metro, CPTM, and EMTU.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. To facilitate the carrying out of Parts 1, 3.1 and 3.2 of the Project, the Borrower, through SIURB, shall maintain the PMU at all times during the implementation of the Project with sufficient resources to carry out its operational and management responsibilities, decision making capacity, competent staff in adequate numbers and responsibilities, all acceptable to the Bank and as set forth in the Project Operational Manual.
2. To facilitate the carrying out of Parts 2 and 3.3 of the Project, the Borrower shall maintain SMT with sufficient resources, decision making capacity, competent staff in adequate numbers and responsibilities, all acceptable to the Bank and as set forth in the Project Operational Manual.
3. The Borrower shall adopt legally applicable measures to ensure that SPObras assists in the implementation of the Parts 1, 3.1 and 3.2 of the Project under its mandate, with sufficient resources, decision making capacity, competent staff in adequate numbers and responsibilities, all acceptable to the Bank and as set forth in the Project Operational Manual and the SPObras Partnership Agreement.
4. The Borrower shall adopt legally applicable measures to ensure that SPTrans assists in the implementation of the Parts 2 and 3.3 of the Project under its mandate with sufficient resources, decision making capacity, competent staff in adequate numbers and responsibilities, all acceptable to the Bank and as set forth in the Project Operational Manual and the SPTrans Partnership Agreement.

B. Project Operational Manual.

1. The Borrower shall: (i) adopt and carry out the Project, or/and adopt legally applicable measures to ensure that the Project will be carried out, in accordance with the Project Operational Manual acceptable to the Bank, which shall include the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project, including the following: (a) the detailed description of Project activities and the detailed institutional arrangements of the Project, including the coordination arrangements between SIURB and SMT; (b) the Project administrative, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto), procurement and disbursement procedures; (c) the monitoring of indicators for the Project; (d) the grievance mechanisms and the code of conduct for the Project; (e) the ESCP; and (f) the Anti-Corruption Guidelines; and (ii) not amend, suspend, abrogate, repeal or waive any provision of said Project Operational Manual without the prior written approval of the Bank.
2. In case of any conflict between the terms of the Project Operational Manual and this Agreement, the terms of this Agreement shall prevail.

C. Partnership Agreements.

1. To facilitate the carrying out of Parts 1, 3.1 and 3.2 of the Project, the Borrower, through SIURB shall enter into, and maintain throughout Project implementation, an agreement (the SPObras Partnership Agreement) with SPObras under terms and conditions acceptable to the Bank, including SPObras' obligation to assist the Borrower in the carrying out the Parts of the Project under SPObras' mandate in accordance with the relevant sections of this Agreement and the Project Operational Manual.
2. To facilitate the carrying out of Parts 2 and 3.3 of the Project, the Borrower, through SMT shall enter into, and maintain throughout Project implementation, an agreement (the SPTrans Partnership Agreement) with SPTrans under terms and conditions acceptable to the Bank, including SPTrans' obligation to assist the Borrower in the carrying out the Parts of the Project under SPTrans' mandate in accordance with the relevant sections of this Agreement and the Project Operational Manual.
3. The Borrower shall exercise its rights under the Partnership Agreements in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Partnership Agreements or any of their provisions.

D. Environmental and Social Standards.

1. The Borrower shall, and shall cause the Project Entities to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall, and shall cause the Project Entities to ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall, and shall cause the Project Entities to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
 - (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Borrower has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Borrower shall, and shall cause the Project Entities to:
 - (a) take all measures necessary on its part to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) promptly notify the Bank of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including gender-based violence, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.
4. The Borrower shall maintain and publicize, and shall cause the Project Entities to maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, 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 Bank.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall furnish to the Bank each Project Report not later than sixty (60) days after the end of each calendar semester, covering the calendar semester, as further detailed in the Operational Manual.

Section III. Withdrawal of Loan Proceeds

A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to 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 Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part 1.1 of the Project	83,000,000	100%

(2) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part 2 of the Project	10,300,000	100%
(3) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part 3.1 of the Project	1,700,000	100%
(4) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts 3.2 and 3.3 of the Project	2,000,000	100%
TOTAL AMOUNT	97,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$ 9,700,000 may be made for payments made up to twelve months prior to this date for Eligible Expenditures under Categories (1) through (4).
2. The Closing Date is June 30, 2026. The Bank may grant an extension of the Closing Date only after the Guarantor's Ministry of Economy has informed the Bank that it agrees with such extension.

SCHEDULE 3

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

Level Principal Repayments

Principal Payment Date	Installment Share
On each May 15 and November 15 Beginning May 15, 2025 through November 15, 2034	5%

APPENDIX

Section I. 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. “Aricanduva Corridor” means a transport corridor of approximately 14 km in the Borrower’s territory connecting São Mateus bus terminal and Carrão bus terminal at Carrão metro station.
3. “BRT System” means Bus Rapid Transit System, a bus-based public transport system to be designed and implemented in part of the Borrower’s territory.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CPTM” means *Companhia Paulista de Trens Metropolitanos*, the State of São Paulo’s Metropolitan Train Company, as established and operating pursuant to the State of São Paulo’s Law 7.861, dated May 28, 1992, or any successor thereto acceptable to the Bank.
6. “EMTU” means *Empresa Metropolitana de Transportes Urbanos de São Paulo*, a company owned by the State of São Paulo, tasked with managing the intermunicipal buses, as established and operating pursuant to the State of São Paulo’s Law No. 15.319, dated July 7, 1980, or any successor thereto acceptable to the Bank.
7. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Borrower’s Project Implementing Entity’s environmental and social commitment plan, acceptable to the Bank, dated November 26, 2019, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.
8. “Environmental and Social Standards” 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 Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial

- Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank at <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>.
9. “Fixed Spread” means the Bank’s fixed spread for the initial Loan Currency in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Loan Agreement and expressed as a percentage per annum; provided, that: (a) for purposes of determining the Default Interest Rate, pursuant to Section 3.02 (e), that is applicable to an amount of the Withdrawn Loan Balance on which interest is payable at a Fixed Rate, the “Fixed Spread” means the Bank’s fixed spread in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of the Loan Agreement, for the Currency of denomination of such amount; (b) for purposes of a Conversion of the Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread, and for purposes of fixing the Variable Spread pursuant to Section 4.02, “Fixed Spread” means the Bank’s fixed spread for the Loan Currency as reasonably determined by the Bank on the Conversion Date; and (c) upon a Currency Conversion of all or any amount of the Unwithdrawn Loan Balance, the Fixed Spread shall be adjusted on the Execution Date in the manner specified in the Conversion Guidelines. The Fixed Spread on the Signature Date is 0.95.
 10. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018.
 11. “Metro” means *Companhia do Metropolitano de São Paulo*, the Borrower’s Municipal Metro Company, as established and operating pursuant to the Borrower’s Law No. 6.988, dated December 26, 1966, or any successor thereto acceptable to the Bank.
 12. “Operating Costs” means the reasonable incremental operational costs related to the Project technical and administrative management, preparation, monitoring and supervision required under the Project, including, *inter alia*, office equipment, supplies, travel costs (including accommodations, transportation costs and *per diem*), bank charges, printing services, communication costs, utilities, maintenance and rental of office equipment and facilities, insurance, licensing, vehicle operation and maintenance costs, local contractual staff working on Project, and logistics services, but excluding the Borrower’s regular staff.
 13. “Partnership Agreement” means either the SPObras Partnership Agreement or the SPTrans Partnership Agreement, jointly referred to as “Partnership Agreements”.
 14. “PMU” means the Project Management Unit referred to in Section I.A.1 of Schedule 2 to this Agreement located within SIURB, established and operating in accordance with the Operational Manual, or any successor thereto acceptable to the Bank.
 15. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
 16. “Project Entities” means collectively SPObras and SPTrans, or any successor or successors thereto acceptable to the Bank.

17. “Project Operational Manual” means the manual acceptable to the Bank referred to in Section I.B.1 of Schedule 2 to this Agreement; as the same may be amended from time to time with the prior written agreement of the Bank.
18. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
19. “SF” means *Secretaria Municipal de Fazenda*, the Borrower’s Municipal Secretariat of Finance, as established and operating pursuant to the Borrower’s Decree No. 58.030, dated December 12, 2017, or any successor thereto acceptable to the Bank.
20. “SIURB” means *Secretaria Municipal de Infraestrutura Urbana e Obras*, the Borrower’s Municipal Secretariat of Urban Infrastructure and Works, as established and operating pursuant to the Borrower’s Law No. 16.974, dated August 23, 2018, or any successor thereto acceptable to the Bank.
21. “SMT” means *Secretaria Municipal de Mobilidade e Transportes*, the Borrower’s Municipal Secretariat of Mobility and Transport, as established and operating pursuant to the Borrower’s Law No. 16.974, dated August 23, 2018, or any successor thereto acceptable to the Bank.
22. “SPObras” means *São Paulo Obras*, the Borrower’s Municipal Company for Construction, as established and operating pursuant to the Borrower’s Law No.15.056, dated December 8, 2009, or any successor thereto acceptable to the Bank.
23. “SPObras Partnership Agreement” means the Agreement referred to in Section I.C.1 of Schedule 2 to this Agreement.
24. “SPTrans” means *São Paulo Transporte*, the Borrower’s Public Transport Company, as established and operating pursuant to the Borrower’s Law No. 365, dated October 10, 1946, or any successor thereto acceptable to the Bank.
25. “SPTrans Partnership Agreement” means the Agreement referred to in Section I.C.2 of Schedule 2 to this Agreement.
26. “Training” means reasonable expenditures (other than those for consulting services) incurred in connection with the carrying out of training, seminars, and workshops, including the reasonable travel costs (e.g. accommodations, transportation costs and per diem) of trainees and trainers (if applicable), catering, study tours, technical exchange visits, tuition fees, rental of training facilities and equipment, logistics and printing services, as well as training materials and equipment required under the Project.