
LRTF GRANT NUMBER TF0B2994

Liberia Reconstruction Trust Fund
Grant Agreement
(Additional Financing for the Cheesemanburg Landfill
and Urban Sanitation Project)

between

REPUBLIC OF LIBERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

(acting as administrator of the Liberia Reconstruction Trust Fund, TF070859)

LRTF GRANT NUMBER TF0B2994

**LIBERIA RECONSTRUCTION TRUST FUND
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF LIBERIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of the Liberia Reconstruction Trust Fund (“LRTF”).

WHEREAS (A) The Recipient, having been satisfied itself as to the feasibility and priority of the Project described in Schedule 1 to this Agreement, has requested the Bank to assist in the financing of the Project;

(B) by a grant agreement dated July 28, 2017 (the “Original Grant Agreement”), the Bank has agreed to extend a grant (TF0A5269) to the Recipient in the amount of ten million five hundred thousand Dollars (\$10,500,000) to assist in financing the Project on the terms and conditions set forth in the Original Grant Agreement;

(C) by a grant agreement to be entered between the Recipient and the Bank (“GRPBA Grant Agreement”), as further defined in the Appendix to this Agreement, the Bank intends to extend to the Recipient a grant in an amount equivalent to three million three hundred thousand Dollars (\$3,300,000) to assist the Recipient in the financing of the Project;

(D) WHEREAS the Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend to the Recipient the additional financing provided for in Article II of this Agreement upon the terms and conditions set forth in this Agreement; and

The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard 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 Standard Conditions or in the Appendix this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed six million United States Dollars (\$6,000,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV
Recipient’s Representative; Addresses**

- 4.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 4.02. For purposes of Section 7.01 of the Standard Conditions:
- (a) the Recipient’s address is:
- Ministry of Finance and Development Planning
P.O. Box 10-9013
Broad Street
Monrovia
Republic of Liberia; and
- 4.03. For purposes of Section 7.01 of the Standard Conditions:
- (a) the Bank’s address is:
- International Development Association

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF LIBERIA

By



Authorized Representative

Name: Samuel D. Tweah Jr.

**Title: Minister of Finance and
Development Planning**

19-Jul-2020

Date: _____

**INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the
Liberia Reconstruction Trust Fund**

By



Authorized Representative

Name: Khwima Nthara

Title: Country Manager

16-Jul-2020

Date: _____

SCHEDULE 1 Project Description

The objective of the Project is to provide improved access to solid waste management services in Monrovia.

The Project consists of the following parts:

Part 1: Construction of the Cheesemanburg Regional Landfill and Closure of the Whein Town Landfill

Provision of assistance to the Monrovia City Corporation and the Paynesville City Corporation to:

- (a) conduct technical studies on the Cheesemanburg landfill site including hydrogeological studies, safeguard studies and prepare the related design documents, including that of a transfer station in Paynesville and tender documents for the landfill.
- (b) construct the first cells of the Cheesemanburg landfill including adjacent facilities.
- (c) construct water supply boreholes and extend the access road to benefit the Cheesemanburg community.
- (d) carry out activities to partially close the Whein Town landfill such as constructing a perimeter wall around the landfill and provision of cover soil and low vegetation for the slopes.
- (e) carry out activities to permanently close the Whein Town landfill such as installation of signage notifying the public that the landfill will no longer accept any waste.
- (f) carry out physical upgrades to the existing transfer stations to accommodate larger waste transfer trucks.

Part 2: Waste Collection and Disposal

- (a) Provision of assistance to the MCC and the PCC to purchase waste collection equipment, including large tipper trailers, clean the cities and assist them in building capacity for equipment maintenance.
- (b) RBF Grant to cover the cost of operation and maintenance of the waste collection over the lifetime of the Project.

- (c) Provision of enhanced communities support program to include distribution of mosquito nets to Whein Town community, waste collection buckets to the Cheesemanburg community and the establishment of a health program and a cleanliness competition to benefit low-income communities and those working or living near waste management facilities.

Part 3: Institutional Capacity Development and Technical Assistance

- (a) Strengthen the capacity of staff at the MCC, PCC, surrounding municipalities and the EPA on solid waste management.
- (b) Prepare a long-term waste management strategy for the Greater Monrovia including an optimization and an assessment of waste recycling.
- (c) Conduct public awareness campaigns and citizens' engagement activities on solid waste management.
- (d) Provide technical assistance to carry out a study on urban planning and management in Monrovia and the neighboring municipalities.
- (e) Provide support to the PIU to carry out project implementation activities including recruitment of a safeguard specialist and a Cheesemanburg community liaison officer to assist the PIU during project implementation.
- (f) Support the cost of Project implementation, including financial management, procurement, monitoring and evaluation, social and environmental safeguards measures, audits, information and communication.
- (g) Support the monitoring and supervision of Part 2(b) and Part 2(c) of the Project, including the costs of the independent verification agent, financial audits and the M&E teams within the MCC and the PCC

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

Project Steering Committee

1. The Recipient shall maintain, throughout the implementation of the Project, a committee with composition and terms of reference satisfactory to the Bank and with adequate resources to carry out its responsibilities under the Project (“Project Steering Committee”).
2. Without limitation upon the generality of the provisions of paragraph 1 immediately above, the Project Steering Committee shall: (a) provide a high-level oversight of Project implementation; (b) approve the annual budget prior to submission to the Bank for no objection; and (c) provide overall leadership and coordination. To this end, the Project Steering Committee shall comprise, *inter alia*, representatives from the Recipient’s ministry in charge of finance and public works, and representatives of EPA, MCC and PCC.

Monrovia City Corporation and Paynesville City Corporation

1. The Recipient shall:
 - (a) carry out the Project through the Monrovia City Corporation (MCC) and the Paynesville City Corporation (PCC), which shall be responsible for providing basic municipal services, including solid waste management, and training; and
 - (b) ensure that throughout the implementation of the Project, the MCC’s Project Implementation Unit (PIU): (i) carries out oversight and compliance with environmental and social safeguards; (ii) prepares the proposed annual work plans and budgets; (iii) consolidates periodic progress reports; (iv) monitors and evaluates Project activities; (v) carries out procurement and contract management and (vi) liaises with other MCC and PCC departments, communities around the Cheesemanburg landfill, the Whein Town landfill and the transfer stations, Ministry of Finance and Development Planning (MFDP) and the Bank on issues related to Project implementation.

2. To this end, the Recipient shall maintain, at all times during the implementation of the Project, staff, including, *inter alia*, a procurement specialist, a community liaison officer, a safeguard specialist, a financial specialist, a technical specialist and a communication specialist; all with qualifications, experience and terms of reference acceptable to the Bank.

Project Financial Management Unit

1. The Recipient shall maintain the PFMU, at all times during the implementation of the Project, with staff with qualifications, skills and experience and under terms of reference, satisfactory to the Bank.
2. The PFMU shall be responsible for carrying out all the financial management obligations under the Project, in accordance with the provisions of the Memorandum of Understanding (MOU) including the: (a) maintenance of accounting records and preparation of financial statements; (b) preparation of the interim financial reports referred in Section II of Schedule 2; (c) processing payments of Project Eligible Expenditures; and (d) facilitating Project audits.

B. Other Arrangements

Memorandum of Understanding

1. In carrying out of the Project, the Recipient shall ensure that the PIU enters into an MOU with the PFMU satisfactory to the Bank setting out the obligations of both parties including with respect to carrying out the financial management aspects of the Project.
2. The Recipient shall exercise its rights under the MOU in a manner to protect the interests of the Recipient and the Bank. The Recipient shall ensure that the PIU and PFMU, will not abrogate, amend, suspend, terminate, waive or otherwise fail to enforce the MOU or any provisions thereof without the Bank's prior approval in writing; and in case of any conflict between the terms of the MOUs and those of this Agreement, the terms of this Agreement shall prevail.

Project Implementation Manual (Project Manual, Procurement Management Manual and Financial Management Manual)

1. The Recipient shall through the PIU, maintain, throughout Project implementation, the Project implementation manual (Project Implementation Manual) providing: (a) details of arrangements and procedures for the implementation of the Project, including: (i) capacity building activities for sustained achievement of the Project's objectives; (ii) institutional administration, coordination and day to day execution of Project activities; (iii) monitoring and evaluation, reporting, information, education and communication of Project activities; (iv) an operational

module outlining implementation, disbursement and procurement arrangements concerning the RBF Grant to be provided under Part 2 (b) of the Project; and (v) such other technical and organizational arrangements and procedures as shall be required for the Project; (b) a procurement manual; and (c) a financial management manual, setting forth the detailed policies and procedures for financial management and disbursement under the Project.

2. The Recipient shall carry out the Project in accordance with the Project Manual and shall not amend, abrogate, waive or permit to be amended, abrogated or waived the aforementioned manuals or any provisions thereof, without the prior written consent of the Bank. In case of any conflict between the provisions of said manuals and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Result-Based Financing

1. For the purpose of carrying out Part 2(b) of the Project, the Recipient shall make an RBF Grant available on a quarterly basis to an RBF Grant Beneficiary in accordance with eligibility criteria, selection procedures and guidelines as set forth in the Project Implementation Manual.
2. The Recipient shall make the RBF Grant under an RBF Grant Agreement with an RBF Grant Beneficiary in accordance with terms and conditions described in more details in the Project Implementation Manual, which shall include the following:
 - (a) a description of the relevant activity and the applicable results indicators for such activity;
 - (b) the obligation of the RBF Grant Beneficiary to: (i) carry out the activities with due diligence and efficiency and in accordance with sound and technical, financial, administrative, environmental and social practices and standard; (ii) ensure that the resources required for such activities are provided promptly as needed; (iii) maintain adequate records to reflect, in accordance with sound accounting practices, the resources, operations and expenditures relating to such activities; and (iv) at the request of the Bank or the Recipient, have such records audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the records as so audited to the Recipient and the Bank;
 - (c) the obligation of the RBF Grant Beneficiary to carry out the activities in accordance with the provisions of the Project Implementation Manual, including this RBF section;

- (d) the obligation of the RBF Grant Beneficiary to carry out the activities in accordance with the provisions of the Safeguards Documents; and
 - (e) the right of the Recipient to: (i) inspect by itself, or jointly with the Bank, if the Bank shall so request, the activities, their operations thereof, and any relevant records and documents; (ii) obtain all information as the Recipient, or the Bank, shall reasonably request regarding the administration, operation, and financial condition of the activities; and (iii) suspend or terminate the right of the RBF Grant Beneficiary to use the proceeds of the RBF Grant, or obtain a refund of all or any part of the amount of the RBF Grant then withdrawn, as the case may be, upon failure by the Beneficiary RBF Grant to perform any of its obligations under the RBF Grant Agreement.
3. The Recipient shall exercise its rights and perform its obligations under the RBF Grant Agreement in such manner as to protect its interests and those of the Bank and to accomplish the purposes of the RBF Grant Agreement.
 4. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived the RBF Grant Agreement, or any provision thereof.

D. Verification Arrangements

1. For the purposes of carrying out Part 2(b) of the Project, the Recipient shall: (a) appoint and thereafter maintain, at all times during Project implementation, an independent Verification Agent (“Verification Agent”), with qualifications, experience and terms of reference acceptable to the Bank to carry out semi-annual verification exercises under Part 2(b) of the Project; and (b) ensure that the Verification Agent certifies payment of any Results-based Grant after verifying satisfactory achievement of the results as documented in the verification reports; all in accordance with the provisions of the Project Implementation Manual.

E. Safeguards

1. The Recipient shall ensure that the Project is implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Safeguard Documents. In particular, the Recipient shall ensure that for each activity under the Project of a type for which environmental and social safeguard documents should be prepared, an ESIA, or an ARAP, in form and substance satisfactory to the Bank, is effectively prepared and locally disclosed, before the implementation of such activity.
2. Except as the Bank shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the Bank, the

Recipient shall not abrogate, amend, repeal, suspend or waive any provisions of any of the ESIA and ARAP, nor shall it permit any other entity participating in the implementation of the Project to do so.

3. The Recipient, through the PIU, shall ensure that the terms of reference of any consultancy in respect to the Project shall be satisfactory to the Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the Bank's Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance.
4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, for each applicable Safeguard Document, regularly collect, compile and furnish to the Bank reports in form and substance satisfactory to the Bank, on the status of compliance with each applicable Safeguard Document, as part of the Project Reports, giving details of:
 - (a) measures taken in furtherance of such Safeguard Document;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Document; and
 - (c) remedial measures taken or required to be taken to address such conditions.
5. In the event that any provision of the Safeguard Documents shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.

F. Anti-Corruption

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

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

- (a) all records evidencing expenditures under the Project are retained for seven years and six (6) months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports

submitted to the Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

- (b) the representatives of the Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donors.

B. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Grant Proceeds

A. General

- 1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; 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 Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training under the Project, except for Part 2(b), Part 2(c) and Part 3(g)	6,000,000	100%
TOTAL AMOUNT	6,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category (1) unless and until the total amount made available under the Original Grant Agreement has been fully disbursed.
2. The Closing Date is June 30, 2023.

Section IV. Other Undertakings

1. The Recipient shall maintain throughout the implementation of the Project, an independent contractor responsible for overseeing weighbridge operations with qualifications, skills and experience and under terms of reference satisfactory to the Bank.
2. The Recipient shall not later than three (3) months after the Effective Date of the Project, hire a consultant, with qualification and experience acceptable to the Bank and under terms of reference satisfactory to the Bank, to carry out an environmental and social audit of the existing landfill and transfer stations to assess physical and operational improvement made to the sites.

APPENDIX

Definitions

1. “Abbreviated Resettlement Action Plan” or “ARAP” means the site-specific resettlement action plan, dated May 5, 2016 and disclosed on May 18, 2020; prepared by the Recipient and MCC, pursuant to this Agreement, and satisfactory to the Bank, containing, *inter alia*, detailed information on the social and economic risks associated with the land acquisition and a program of actions, measures and policies for compensation and resettlement of Displaced Persons, including compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on, compliance with the terms of the ARAP as such plan may be amended with the prior written concurrence of the Bank.
2. “Bank’s Safeguards Policies” means the Bank’s operational policies and procedures, set forth in the Bank’s operational manual and identified as OP/BP 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60, as said manual is published under www.WorldBank.org/opmanual.
3. “Displaced Persons” means persons who, on account of the execution of the Project would suffer direct economic and social impacts resulting in: (a) the involuntary taking of land resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; and (iii) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of said person.
4. “Environmental and Social Impact Assessment” or “ESIA” means the assessment dated May 15, 2020 and disclosed in country on May 18, 2020; prepared by the Recipient in accordance with the environmental and social screening guidelines taking into account the environmental and social risks and adverse impacts associated with the implementation of the proposed Project activities, as the same may be amended from time to time with the Bank’s prior written approval.
5. “EPA” means the Liberia Environmental Protection Agency established and operating pursuant to the Recipient’s law entitled *An Act Creating the Environmental Protection Agency of the Republic of Liberia*, approved on November 26, 2002 and published on April 30, 2003, or its successor.
6. “Fiscal Year” and “FY” mean the Recipient’s fiscal year which runs from July 1 through June 30 of the following year.

7. “GPRBA Grant” means a grant equivalent to three million three thousand Dollars (\$3,300,000) to be allocated to the Project under the Global Partnership for Result-Based Approach Trust Fund.
8. “GPRBA Grant Agreement” means the agreement to be entered into between the Recipient and the Bank for a grant in an amount not to exceed three million three hundred thousand Dollars (\$3,300,000) to support Part 2(b), Part 2(c) and Part 3(g) of the Project.
9. “Greater Monrovia” means the city limits of Monrovia, Paynesville, and Brewerville.
10. “MOU” means the Memorandum of Understanding to be entered into between the PIU and the PFMU, on terms and conditions satisfactory to the Bank, pursuant to the provisions of Section 1.B, of Schedule 2 to this Agreement, setting out the respective obligations of the parties with respect to financial management arrangements under the Project, as the same may be amended from time to time with the prior written agreement of the Bank.
11. “MCC” or “Monrovia City Corporation” means a municipal body established and operating pursuant to the Recipient’s law entitled *An Act To Repeal The Act Creating The Commonwealth District Of Monrovia And To Create in Lieu Thereof The City of Monrovia, County of Montserrado, And To Grant It a Charter*, or its successor.
12. “MPW” means the Recipient’s Ministry of Public Works or its successor.
13. “Operating Costs” means the incremental operating costs incurred on account of the management and implementation of the Project, on the basis of approved work plans and budgets for the Project, including hire of venues for Training; purchase of materials for approved Training; operation and maintenance costs for Project vehicles, office supplies, consumables, bank charges, travel costs, per diems, and accommodation, but excluding salaries of the Recipient’s civil servants.
14. “Original Grant” means a grant in the amount of ten million five hundred thousand United States Dollars (\$10,500,000) provided under the Original Grant Agreement to assist in financing the Project.
15. “Original Grant Agreement” means the grant agreement, for purposes of the Project, dated July 28, 2017, between the Recipient and the Bank, acting as administrator of the Liberia Reconstruction Trust Fund, providing for the Original Grant.

16. “PCC” or “Paynesville City Corporation” means a municipal body established and operating pursuant to the Recipient’s law entitled *An Act To Create The City of Paynesward, Montserrado County, And To Grant It a Charter*, or its successor.
17. “PFMU” means the Project Financial Management Unit with the Ministry of Finance and Development Planning responsible for financial management under the Project.
18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 20, 2020 and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the Bank.
19. “Procurement Regulations” means the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, dated July 1, 2016.
20. “Project Implementation Manual” or “PIM” means the manual referred to in Section I.B of Schedule 2 to this Agreement to be revised, in a manner satisfactory to the Bank, and thereafter adopted by the Recipient, setting forth, *inter alia*, details of arrangements and procedures for the implementation of the Project, including the Results-based Grant activities.
21. “Project Implementation Unit” or “PIU” means the unit referred to in Section I.A.1(b) of Schedule 2 to this Agreement.
22. “Project Manuals” means collectively: the PIM, the procurement manual and the financial management manual.
23. “Project Steering Committee” means the committee referred to in Section I.A of Schedule 2 to this Agreement.
24. “RBF” means Result-based Financing.
25. “RBF Grant” means a grant to be extended by the Recipient to a RBF Grant Beneficiary for the purpose of carrying out Part 2(b) of the Project; and “RBF Grants” means more than one RBF Grant.
26. “RBF Grant Agreement” means an agreement between the Recipient and a RBF Grant Beneficiary establishing the terms and conditions of an RBF Grant.
27. “RBF Grant Beneficiary” means any entity selected to receive a RBF Grant under the Project, pursuant to eligibility criteria and selection procedures and guidelines as set out in the Project Implementation Manual.
28. “Safeguard Document” means the ESIA, the ARAP or any supplemental social and environmental safeguard document as required under the terms of any of the ESIA or ARAP.

29. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
30. “Standard Conditions” means the “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated February 15, 2012.
31. “Training” means the reasonable costs associated with the training, workshop and study tour participation of personnel involved in Project activities, including the cost of travel and subsistence for training, workshop and study tour participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course, workshop or study tour preparation and implementation (but excluding the costs of consulting services).
32. “Verification Agent” means the independent agent certifying the achievement of the RBF, as referred to in Section I.D of Schedule 2 to this Agreement.