CREDIT NUMBER 7001-DJ

Financing Agreement

(Djibouti Digital Foundations Project)

between

THE REPUBLIC OF DJIBOUTI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7001-DJ

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF DJIBOUTI ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of assisting in financing the project described in Schedule 1 to this Agreement ("Project"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to seven million one hundred thousand Special Drawing Rights (SDR 7,100,000) (variously, "Credit" and "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 The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are January 15 and July 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 objective of the Project. To this end, the Recipient shall carry out the Project through the Ministry of Communications, Posts and Telecommunications (MCPT), in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient has duly established the Project Implementation Unit (PIU) in accordance Section I.A.3 of this Agreement, and staffed with key specialists, including one procurement specialist, one financial management specialist, and one social and environmental specialist, all with experience and terms of reference, acceptable to the Association; and
 - (b) The Project Grievance Mechanism (PGM), as part of the Stakeholder Engagement Plan (SEP), and the Grievance Mechanism for Project Workers have been established by the Recipient, as further set out in the ESCP.
- 4.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the Signature Date.
- 4.03. 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 fifteen (15) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister of economy and finance in charge of industry.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministry of Economy and Finance in Charge of Industry Cité Ministérielle BP13, Djibouti République de Djibouti; and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:

+253 21358135 cabinet@economie.gouv.dj

- 5.03. 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.

THE REPUBLIC OF DJIBOUTI

Ву		Jum gusse
		Authorized Representative
	Name:	
		Minister
	Title:	
		23-déc2021
	Date:	
INTERNATIO	NAL DEVELO	PMENT ASSOCIATION
Ву		Marina Wes
		Authorized Representative
	Name:	Marina Wes

Title: ____

17-Dec-2021 **Date:**

SCHEDULE 1

Project Description

The objective of the Project is to assist Djibouti in developing a favorable environment for the gradual introduction of competition and private-sector investment in ICT, and to promote the adoption of digital skills and services.

The Project consists of the following parts:

Part 1. Digital Enabling Environment and Connectivity

- A. Creating a digital enabling environment, through *inter alia*: (i) providing of technical assistance to build the capacity of the ARMD as the regulatory authority for the telecommunications sector and facilitate its operationalization; (ii) supporting the start-up and initial operating costs of ARMD, including financing Operating Costs, equipment and consulting services; (iii) carrying out a of an option study to inform the Recipient on possible path to develop and foster competition in the ICT sector; (iv) supporting MCPT in the structuring of the telecom/ICT market through technical assistance and capacity building activities to facilitate the adoption of the new legal and regulatory framework; (v) supporting the development of technical specifications for telecommunications services (vi) supporting virtual and in person stakeholder consultations; (vii) supporting the establishment of an ICT market observatory; (viii) carrying out a final review of the integrated strategic scheme (Schéma Stratégique Intégré); and (ix) provision of Training and capacity building activities for selected officials.
- B. Improving broadband connectivity to deliver services to selected government buildings, through *inter alia*: (i) supporting the usage costs of pre-purchasing internet capacity and technical assistance to prepare a proof of concept; and (ii) supporting the implementation phase of providing internet connections to selected Government's priority sectors.

Part 2. Digital Ecosystem, Transformation and Skills Development

A. Creating a digital ecosystem and transformation, through *inter alia*: (i) providing technical assistance to support the operationalization of the MENI; (ii) supporting the start-up and initial operating costs of the MENI, including Operating Costs, equipment and consulting services; (iii) providing Training and other capacity building activities to MENI's staff; (iv) providing technical assistance to support the preparation of a national digital economy master plan; (v) supporting the implementation of the legal and regulatory framework to organize the digital ecosystem;

- (vi) strengthening the Recipient's capacity to support digital transformation and service digitalization; and (vii) carrying out a study to explore the Recipient's capacity to use electronic payments.
- B. Supporting intermediate and advanced digital skills programs for entrepreneurs and Micro, Small and Medium Enterprises (MSMEs), through, *inter alia*: (i) defining and assessing digital skills and proficiency levels; (ii) supporting the education sector to integrate basic digital skills into school and university curricula; (iii) provision of specialized digital courses to selected MSMEs and entrepreneurs; (iv) establishing a virtual coding academy; and (v) establishing a group of mentors and advisors to coach selected MSMEs and entrepreneurs on best practices for digital transformation and business growth.

Part 3: Project Management

Supporting the Recipient in the areas of Project coordination, supervision, financial management, communication and awareness raising campaigns; all through the provision of technical assistance, Training, Operating Costs and goods required for the purpose.

Part 4. Contingent Emergency Response Component (CERC)

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

- 1. The Recipient, through MCPT, shall be responsible for the implementation of the Project and shall take all actions including the provision of funding, personnel and other resources necessary to enable the MCPT to perform its functions. To that end, the MCPT shall collaborate with Project Stakeholders and other beneficiaries, including MENI, and ARMD to achieve the objectives of the Project, through relevant implementation arrangements.
- 2. The Recipient shall maintain throughout the Project implementation period, with composition, mandate and resources satisfactory to the Association, a steering committee, to be co-chaired by MCPT and MENI, and responsible for providing technical supervision and guidance for the Project, as further described in the Project Operational Manual (the "Steering Committee").
- 3. MCPT shall maintain throughout the period of Project implementation, a Project Implementation Unit (PIU) to run the day-to-day management of the Project, in form and with terms of reference, functions, composition, mandate, staffing, and adequate resources satisfactory to the Association, and as further described in the Project Operational Manual. To this end, the Recipient shall recruit key staff, including, including a procurement specialist, a financial management specialist and a social and environmental specialist, each with terms of reference and experience satisfactory to the Association.
- 4. The Recipient, through MCPT, shall no later than six (6) months after the Effective Date, hire and thereafter maintain an external auditor, with experience and terms of reference acceptable to the Association.
- 5. No later than June 30, 2022, the Recipient shall have completed the nomination and official recruitment of the Board Members of the ARMD.

B. Project Operational Manual

1. The Recipient shall, no later than thirty (30) days after the Effective Date, prepare thereafter maintain, in accordance with terms of reference acceptable to the Association, a project operational manual, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) monitoring, evaluation, reporting and communication; (c) detailed procedures for coordination and collaboration among different sector actors involved in the carrying out of the Project; (d) administration, financial

management and accounting; (e) Personal Data collection and processing in accordance with applicable national law and good international practice, roles and responsibilities for Project implementation; and (f) such other administrative, technical and organizational arrangements and procedures as shall be required for purposes of implementation of the Project.

- 2. The Recipient shall afford the Association a reasonable opportunity to review such manual and shall thereafter adopt said manual as shall have been approved by the Association ("Project Operational Manual" or "POM").
- 3. The Recipient shall carry out the Project in accordance with the Project Operational Manual and shall not amend, abrogate, waive or permit to be amended, abrogated or waived, the aforementioned manual, or any provision thereof, without the prior written consent of the Association.
- 4. In the event of any inconsistency between this Agreement and the POM the provisions of this Agreement shall prevail.

C. Annual Work Program

- 1. The Recipient shall, not later than November 15 in each calendar year during Project implementation, prepare and furnish to the Association, a program of Project activities proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget ("Annual Work Program").
- 2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed annual work plan and budget and thereafter ensure that the Project is implemented in accordance with such annual work plan and budget as shall have been approved by the Association.
- 3. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Program (provided, however, that in the event of any conflict between the Annual Work Program and the provisions of this Agreement, the provisions of this Agreement shall prevail).

D. Contractual and Regulatory Arrangements

1. In order to carry out Part 1.B(ii) of the Project, the Recipient shall: (a) enter into a Service Agreement ("Service Agreement") with the Service Provider, whose form and substance shall be satisfactory to the Association and in accordance with the Procurement Regulations; (b) ensure that all Project activities to be undertaken by the Service Provider under the Service Agreement shall be carried out with due diligence and efficiency and in accordance with sound technical, financial,

procurement and managerial standards and practices acceptable to the Association; and (c) exercise its rights and carry out its obligations under the Service Agreement in such a 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 Service Agreement or any provision thereof, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

E. Environmental and Social Standards.

- 1. The Recipient 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 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 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. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
- 4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

5. The Recipient 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.
- 6. The Recipient 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.
- 7. The Recipient 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 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.

F. Contingent Emergency Response Mechanism

- 1. In order to ensure the proper implementation of Part 4 of the Project ("Contingent Emergency Response") ("CERC Part"), the Recipient shall take the following measures:
 - (a) prepare and furnish to the Bank for its review and approval, an operations manual, which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of, terms of reference for and

resources to be allocated to, the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Bank's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;

- (b) afford the Bank a reasonable opportunity to review said proposed operations manual;
- (c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Bank ("CERC Operations Manual");
- (d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
- (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Bank.
- 2. The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Bank.
- 3. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:
 - (a) The Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Bank has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Bank has approved all such instruments, and the Recipient

has implemented any actions which are required to be taken under said instruments.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, Operating Costs and Training for the Project except Part 1.B(ii) and	5,112,000	100%
Part 4. (2) Non-consulting services	1,988,000	100% of the expenditures paid

under Part 1.B(ii) of the Project.		under the Service Agreement.
(3) Emergency Expenditures under Part 4 of the Project.	0	
TOTAL AMOUNT	7,100,000	

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, except that withdrawals up to an aggregate amount not to exceed SDR213,000 may be made for payments made prior to this date but on or after October 15, 2021, for Eligible Expenditures under Category (1); or
 - (b) under Category (2) unless and until the Association is satisfied that:
 - (i) the Recipient, through ARMD, has validated the existing licenses and awarded at least one new operating license to Internet Service Providers (ISPs) to compete in the market for provision of internet capacity under Part 1.2(b); and
 - (ii) The Recipient has prepared and published the Resettlement Policy Framework (RPF), as further set out in the ESCP.
 - (c) under Category (3), unless and until the Bank is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:
 - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Bank has agreed with such

determination, accepted said request and notified the Recipient thereof;

- (ii) the Recipient has prepared and disclosed all environmental and social standards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.F of Schedule 2 to this Agreement;
- (iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.F of Schedule 2 to this Agreement, for the purposes of said activities; and
- (iv) the Recipient has adopted an CERC Operations Manual in form, substance and manner acceptable to the Bank and the provisions of the CERC Operations Manual remain or have been updated in accordance with the provisions of Section I.F of Schedule 2 to this Agreement so as to be appropriate for the inclusion and implementation of said activities under the CERC Part.
- 2. The Closing Date is June 30, 2027.

Section IV. Other Undertakings

The Recipient, through MCPT, shall ensure that the collection, use and processing (including transfers to third parties) of any Personal Data collected under this Project shall be done in accordance with the best international practice, ensuring legitimate, appropriate, and proportionate treatment of such data.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each January 15 and July 15:	
commencing January 15, 2032 to and including July 15, 2041	1.00%
commencing January 15, 2042 to and including July 15, 2061	2.00%

^{*} 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 3.05 (b) of the General Conditions.

APPENDIX

Section I. <u>Definitions</u>

- 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. "ARMD" means "Autorité de Régulation Multisectorielle de Djibouti" Multisectoral Regulatory Authority of Djibouti, established by virtue of a law number 74 of 2019.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "CERC" means contingent emergency response mechanism.
- 5. "CERC Part of the Project" and "CERC Part" each means Part 4 of the Project.
- 6. "Contingent Emergency Response Operations Manual" and "CERC Operations Manual" each means the operations manual referred to in Section I.F of this Agreement, to be adopted by the Recipient for the CERC Part of the Project in accordance with the provisions of said Section.
- 7. "Coordinating Authority" the entity or entities designated by the Recipient in the CERC Operations Manual and approved by the Association pursuant to Section I.F of Schedule 2 to this Agreement, to be responsible for coordinating the CERC Part of the Project.
- 8. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated October 20, 2021, 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.
- 9. "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-Historically Underserved Traditional Local Communities"; Saharan Standard (viii) "Environmental Social 8: Heritage"; and Cultural (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.
- 10. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021).
- 11. "Internet Service Providers" means the service providers that will apply to obtain a license from ARMD.
- 12. "MCPT" means the Recipient's ministry in charge of communications.
- 13. "MENI" means Recipient's ministry in charge of digital development.
- 14. "Operating Costs" means the incremental operating costs under the Project, based on the Annual Work Program approved by the Association, and incurred by the MCPT, on account of utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient's civil service.
- 15. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 16. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.

- 17. "Service Agreement" means the agreement to be concluded between the Recipient and the Service Provider.
- 18. "Service Provider" means any such qualified entity, satisfactory to the Association, selected further to Procurement Regulations, and the POM, to be contracted by the Recipient under a Service Agreement following PPP arrangements.
- 19. "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.
- 20. "Training" means the costs of training under the Project, based on the Annual Work Program approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities.