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CREDIT NUMBER 7029-BT

# **Financing Agreement**

**(Bhutan Human Capital Recovery and Resilience Program)**

**between**

**KINGDOM OF BHUTAN**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**CREDIT NUMBER 7029-BT**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between KINGDOM OF BHUTAN (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fourteen million three hundred thousand Special Drawing Rights (SDR 14,300,000) (variously, “Credit” and “Financing”), to assist in financing the program described in Schedule 1 to this Agreement (“Program”):
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Financing Account shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.
- 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 The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.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 — PROGRAM**

3.01. The Recipient declares its commitment to the objective of the Program. To this end, the Recipient shall carry out the Program 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 Effectiveness Deadline is the date ninety (90) days after the Signature Date.

4.02. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

### **ARTICLE V — REPRESENTATIVE; ADDRESSES**

5.01. The Recipient's Representative is its Minister of Finance.

5.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

Ministry of Finance  
Tashichhodzong  
Thimphu, Kingdom of Bhutan; and

(b) the Recipient's Electronic Address is:

Facsimile:  
975-2-334994

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:


248423 (MCI)

Facsimile:

1-202-477-6391

AGREED as of the Signature Date.

**KINGDOM OF BHUTAN**

By:  \_\_\_\_\_  
**Authorized Representative**  
**Name:** Lyonpo Namgay Tshering  
**Title:** Minister  
**Date:** 07-Mar-2022

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By:  \_\_\_\_\_  
**Authorized Representative**  
**Name:** Mercy Miyang Tembon  
**Title:** Country Director  
**Date:** 05-Mar-2022

## SCHEDULE 1

### Program Description

The objective of the Program is to support building, protecting, and utilizing human capital in Bhutan.

The Program consists of the following activities:

#### **Results Area 1: Expanded access and professionalization of ECCD**

Supporting the Recipient in expanding and providing equitable access to quality ECCD by:

- (i) supporting the development of a national ECCD plan and providing for expansion of quality ECCD service amongst urban poor and in rural and low population areas; and
- (ii) supporting investments in the capacity of ECCD facilitators and expanding access for the underserved populations and strengthening the quality assurance system.

#### **Results Area 2: Digitization of education for improved student outcomes**

Strengthening the equity, inclusiveness, and resilience of the Recipient's education system by:

- (i) supporting curriculum digitization in core subjects and leveraging ICT to reduce the digital divide in education; and
- (ii) enhancing digital pedagogy competency of teachers, developing/improving remote learning facilities and supporting initiatives to enhance climate awareness in schools.

#### **Results Area 3: Improve employment and inclusion outcomes**

Enhance inclusion and provide for gainful employment by:

- (i) increasing participation of women and job seekers from rural areas under the MoLHR programs and improving their labour participation through training and placement support;
- (ii) enhancing the employment orientation of skill training programs of MoLHR; and
- (iii) providing entrepreneurship support by, *inter alia*, supporting SDP trainees, strengthening capacity of incubation centers, and enhancing their access to financing through participation in business plan/pitch competitions.

#### **Results Area 4: Enhanced resilience of jobseekers**

Strengthen the ability to provide timely recovery support in case of environmental and economic shocks and to enhance climate resilience focus of the MoLHR's programs through:

- (i) Strengthening delivery systems and coordination to enhance employment support delivery through the setting up of a single-intake window for all programs under MoLHR; enhancing interoperability between MoLHR's various programs and Recipient's select ministries/agencies; and supporting the labor market readiness of SDP trainees; and
- (ii) developing a climate resilience strategy in design and delivery of MOLHR programs and providing training in climate-responsive initiatives and occupations offered to job seekers.

## **SCHEDULE 2**

### **Program Execution**

#### **Section I. Implementation Arrangements**

##### **A. Program Institutions**

1. The Recipient shall vest the responsibility for the Program in MoE and MoLHR respectively. To this end, MoE and MoLHR shall, within two (2) months of the Effective Date, designate a focal officer within each of MoE and MoLHR respectively, to serve as the focal unit in carrying out of the day-to-day implementation of the Program activities carried under their respective authority throughout the period of implementation of the Program, including compiling data on results and evidence on achievement of DLRs for submission to the Independent Verification Agent and the Bank.
2. Implementation Guidance Note
  - (a) The Recipient shall, not later than one (1) month after the Effective Date, (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances), adopt the Implementation Guidance Note in form and substance acceptable to the Association, and implement the Program in accordance with the provisions of the Implementation Guidance Note.
  - (b) Except as the Association may otherwise agree in writing, the Recipient shall not amend or waive, or permit to be amended or waived, any provision of the Implementation Guidance Note. In the event of any conflict between the provisions of the Implementation Guidance Note and those of this Agreement, the provisions of this Agreement shall prevail.

##### **B. Additional Program Implementation Arrangements**

1. The Recipient shall carry out the Program Action Plan, in accordance with the schedule set out in the said Program Action Plan in a manner satisfactory to the Association and refrain from amending, revising, waiving, voiding, suspending or abrogating, any provision of the Program Action Plan, whether in whole or in part, without the prior written concurrence of the Association.
2. The Recipient shall:
  - (a) recruit no later than two (2) weeks after the Effective Date, (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances) one or more independent verification agents on the basis of terms of reference,



qualifications and experience satisfactory to the Association (“Independent Verification Agent”), as needed to verify the evidence supporting the achievement of all DLRs and certify the fulfillment of such DLRs as set forth in Schedule 4 to this Agreement; and

- (b) ensure that the Independent Verification Agent carries out the verification process in accordance with the Verification Protocol and furnishes to the Bank corresponding verification report(s), in a timely manner and in a form and substance agreed with the Bank.
- (c) In the event there is a need for verification services prior to the appointment of the Independent Verification Agency in accordance with sub-paragraph (a) above, put in place adequate interim arrangement satisfactory to the Association and approved in writing by the Association for verification of the DLIs.

**Section II. Excluded Activities**

The Recipient shall ensure that the Program excludes any activities which:

- (a) in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- (b) involve the procurement of: (1) goods, estimated to cost seventy-five million Dollars (\$75,000,000) equivalent or more per contract; (2) non-consulting services, estimated to cost seventy-five million Dollars (\$75,000,000) equivalent or more per contract; or (3) consulting services, estimated to cost thirty million Dollars (\$30,000,000) equivalent or more per contract.
- (c) involve carrying out of civil works or construction activities.

**Section III. Program Monitoring, Reporting and Evaluation**

The Recipient shall furnish to the Association each Program Report not later than one month after the end of each six months in a financial year, covering the preceding six months.

**Section IV. Withdrawal of Financing Proceeds**

**A. General**

- 1. 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 Program

Expenditures (inclusive of Taxes), on the basis of the results (“Disbursement Linked Results” or “DLRs”) achieved by the Recipient, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”); all as set forth in the table in paragraph 2 of this Part A and Schedule 4 to this Agreement.

2. The following table specifies each category of withdrawal of the proceeds of the Financing (including the Disbursement Linked Indicators as applicable) (“Category”), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Financing to each Category; provided that, the actual amount authorized for disbursement (“Allocated Amount”) based on the formula for its determination upon the achievement of an individual DLR for any given DLI financed under such Category, shall be calculated as set forth in Schedule 4 to this Agreement:

<b>Category (including Disbursement Linked Indicator as applicable)</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>
(1) DLI #1: Strengthening the quality of ECCD services for improved child outcomes	2,150,000
(2) DLI #2: Expansion of ECCD in targeted population	700,000
(3) DLI #3: ICT in education for learning recovery and improved access	3,600,000
(4) DLI #4: Building climate change resilience through education system	700,000
(5) DLI #5: Enhanced inclusion under SDP	1,800,000
(6) DLI #6: Increased employment post SDP	2,150,000
(7) DLI #7: Improved quality of entrepreneurship support	700,000
(8) DLI #8: Strengthen systems and coordination to enhance employment support delivery under MOLHR	1,800,000
(9) DLI #9 Training in climate-responsive initiatives offered to jobseekers	700,000
<b>TOTAL AMOUNT</b>	<b>14,300,000</b>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

- (a) on the basis of DLRs achieved prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed: (i) SDR 1,428,000 may be made on the basis of DLI 3; (ii) SDR 700,000 may be made on the basis of DLI 5; and (iii) SDR 700,000 may be made on the basis of DLI 8 achieved prior to this date but after April 2021 (*'prior results'*); or/and
  - (b) for any DLR under Category (1) to (9), until and unless the Recipient has furnished evidence satisfactory to the Association that said DLR has been achieved;
- 2. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs under Category (1) to (9) has not been achieved by the date by which the said DLR is set to be achieved (or such later date as the Association has established by notice to the Recipient), the Association may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Category which, in the opinion of the Association, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with Schedule 4; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said DLR.
- 4. The Closing Date is January 31, 2025.

**Section V. Other Undertakings**

**A. Data Protection**

The Recipient, through the MoLHR, 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 data protection principles contained in the Information, Communication, and Media Act of Bhutan 2018 and applicable best international practice, ensuring legitimate, appropriate, and proportionate treatment of such data.

### SCHEDULE 3

#### Repayment Schedule

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each January 15 and July 15:	
commencing July 15, 2032 to and including <u>January 15, 2042</u>	<b>1%</b>
commencing July 15, 2042 to and including January 15 2062	<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 3.05 (b) of the General Conditions.

## SCHEDULE 4

### DISBURSEMENT LINKED INDICATORS, DISBURSEMENT LINKED RESULTS AND ALLOCATED AMOUNTS\*

DISBURSEMENT LINKED INDICATORS (DLIs)	PRIOR RESULTS	DISBURSEMENT-LINKED RESULTS (DLRs) (IN SDR)		
		RESULTS TARGETED TO BE ACHIEVED IN YEAR 1	RESULTS TARGETED TO BE ACHIEVED IN YEAR 2	RESULTS TARGETED TO BE ACHIEVED IN YEAR 3
<i>DLI #1: Strengthening the quality of ECCD services for improved child outcomes</i>		(a). National ECCD action plan prepared and approved by Secretary, MoE based on the Education Reform Action Plan.  (b). ECCD trainers trained using the revised training programs	Service delivery skills of ECCD facilitators, focal monitors and MOE program managers streamlined and strengthened by ensuring diploma training and revised training for 50% of ECCD facilitators, focal monitors and program managers	
<b>Total Allocated Amounts: 2,150,000.00</b>		<b>Allocated Amount:</b> 1,450,000  <b>Scalability:</b> (a) No (b) Yes (a) 750,000 <b>Disbursement Formula for (b):</b> (b) 560,000 for training at least 80% of the ECCD trainers	<b>Allocated Amount:</b> 700,000  <b>Scalability:</b> Yes  <b>Disbursement Formula</b> 560,000 for training at least 40% of the ECCD facilitators, focal monitors and program managers established at baseline and	

		established at baseline and 70,000 for additional 10% trained upto a cap of 700,000.	70,000 for additional 5% trained upto a cap of 700,000.	
<i>DLI #2: Expansion of ECCD in targeted population</i>				ECCD program expanded in rural areas, deprived and poor communities as measured by a 6% increase over the baseline.
<b>Total Allocated Amounts: 700,000.00</b>				<b>Scalability:</b> Yes <b>Disbursement Formula:</b> 560,000 on reaching 4.8% of target and 70,000 for each additional 0.6% of target.

<b>DLI #3: ICT in education for learning recovery and improved access</b>	Improved digital pedagogy competency of teachers by training of 4000 teachers in ICT competency	(a) Approval of Action plan by MoE, based on Education Reform Action Plan, on curriculum digitization and teacher training (b) Improved accessibility and integration of competency-based curriculum for learning recovery by making content accessible to at least 80% of schools in urban areas and at least 40% of schools in rural areas	Improved digital pedagogy competency of teachers by (a) training of 1000 teachers in ICT competency and (b) a 20% improvement over baseline in competency assessment of teachers	Reduction in digital divide in rural areas by ensuring an increase by 20% over baseline in schools having access to remote learning facilities through improved access for schools to digital learning
<b>Total Allocated Amounts: 3,600,000.00</b>	1,428,000 for 4,000 teachers trained	<b>Allocated Amount:1,070,000</b> <b>Scalability:</b> (a) No (b) Yes  (a) 356,666 (b) 356,666 to develop/host content (in 2 platforms); and 356,668 for providing content in at least 80% of schools in urban areas & 40% of schools in rural areas upto a cap of 713,334	<b>Allocated Amount:714,000</b> <b>Scalability:</b> Yes  (a) 357,000 for 1,000 teachers trained , (b) 357,000 for a 20% improvement over baseline in digital pedagogy	<b>Allocated Amount:388,000</b> <b>Scalability:</b> No  388,000 on achievement of target

<b>DLI #4:</b> Building Climate Change resilience through education system			Improved systems for combating climate change established by MoE in 50% of all schools through (i) issuance of a policy directive by MoE and (ii) its implementation in schools through dedicated climate resilience programs	
<b>Total Allocated Amounts:</b> 700,000.00			<b>Scalability:</b> No  (i) 350,000 for issuance of a policy directive by MoE (ii) 350,000 on implementing it in at least 50% of schools.	
<b>DLI #5:</b> Enhanced inclusion under SDP	Foundational Operational Manual for SDP is approved by MoLHR through a Government Order	Strategy for enhancing inclusion of women in TVET and improving their employment outcomes is approved by MoLHR	(a) At least 20% increase in percentage of female trainees completing SDP over the baseline established in Year 1 (b) At least 20% increase in trainings delivered outside of Thimphu, Paro, and Phuentsholling over the baseline established in Year 1	(a) at least 40% increase in percentage of female trainees completing SDP over baseline established in Year 1 (b) at least 40% increase in trainings delivered outside of Thimphu, Paro, and Phuentsholling over the baseline established in Year 1



<b>Total Allocated Amounts:</b> <b>1,800,000.00</b>	<b>Allocated Amount:</b> 700,000	<b>Allocated Amount: 366,666</b> <b>Scalability:</b> No	<b>Allocated Amount: 366,666</b> <b>Scalability:</b> No (a) 183,333 (b) 183,333	<b>Allocated Amount:366,668</b> <b>Scalability:</b> Yes  (a) 183,334 (b) 183,334  <b>Disbursement Formula for (a) and (b)</b> 139,334 once an increase of 30% is achieved, and thereafter 22,000 for every 5% increase over the baseline, upto 40%.
<b>DLI #6: Increased employment post SDP</b>		System for regular tracking of employment up to 6 months post SDP completion is established under MOLHR	15% increase over baseline in percentage of trainees employed (including full and part-time, wage and self-employment) within 6 months of completing SDP	20% increase over baseline in percentage of trainees employed (including full and part-time, wage and self-employment) within 6 months of completing SDP
<b>Total Allocated Amounts:</b> <b>2,150,000.00</b>		<b>Allocated Amount:</b> 1,075,000  <b>Scalability :</b> No	<b>Allocated Amount:</b> 716,666  <b>Scalability :</b> Yes  <b>Disbursement Formula-</b> 537,500 for at least a 10% increase over the baseline with an additional 179,166 once 15% increase is achieved	<b>Allocated Amount: 358,334</b>  <b>Scalability :</b> Yes  <b>Disbursement Formula 268,750</b> for at least a 15% increase over the baseline with an additional 89,584 once 20% increase is achieved

<i><b>DLI #7: Improved quality of entrepreneurship support</b></i>		Incubation centers at 5 select colleges under the Royal University of Bhutan have dedicated managers in each incubation center and business plans developed and approved by MoLHR	At least 30% of graduates from acceleration and incubation programs are given access to financing opportunities arising from business plan/annual pitch competitions as per the Verification Protocol	
<b>Total Allocated Amounts: 700,000.00</b>		<b>Allocated Amount:</b> 210,000 <b>Scalability :</b> No	<b>Allocated Amount:</b> 490,000 <b>Scalability :</b> No	
<i><b>DLI #8: Strengthen systems and coordination to enhance employment support delivery under MOLHR</b></i>	Core modules of SDP MIS operational	Develop a single intake and profiling window for MOLHR employment support programs	Coordination mechanism with selected ministries is operationalized through (a) Signing of memorandum by MoLHR of understandings (MoUs) following the template agreed with the Bank with the following select Ministries/ Entities: Ministry of Agriculture and Forests (MoAF), Tourism Council (TC), Ministry of Education (MoE), Ministry of Economic Affairs (MOEA), Construction Development Corporation Limited (CDCL), Bhutan Power Corporation Limited (BPCL), National Housing	30% increase over baseline in the number of SDP beneficiaries supported through YELP; certificate-based skilling through Critical Skills Training (CST) or entrepreneurship support.

			Development Corporation Limited (NHDCL); (b) interoperability and data sharing protocols established with MoAF, TC and MOE to streamline beneficiary information cross-checking and referrals.	
<b>Total Allocated Amounts:</b> <i>1,800,000.00</i>	<b>Allocated Amount:</b> 700,000 <b>Scalability</b> :No	<b>Allocated Amount: 550,000</b> <b>Scalability</b> :No	<b>Allocated Amount: 366,666</b> <b>Scalability</b> : No <b>Disbursement Formula:</b> (a) 109,998 for signed MoUs with MoAF, TC and MOE; and 36,669 for MoUs with all the remaining select Ministries/Entities upto an aggregate cap of 146,667  (b) 73,333 for each agreement/protocol agreement signed and entered into by MoLHR with MoAF, TC and MOE upto a cap of 219,999	<b>Allocated Amount:</b> 183,334  <b>Scalability</b> :No
<b>DLI #9:</b> <i>Training in climate-responsive initiatives offered to jobseekers</i>			At least 12% of training delivered under SDP are in climate-responsive occupations/sectors (as defined in Verification Protocol and Implementation Guidance Note)	The operational strategy for increasing climate responsiveness of MoLHR provided skill training is approved internally and published by MoLHR.

<b>Total Allocated Amounts:</b> <b>700,000.00</b>			<b>Allocated Amount:</b> 350,000 <b>Scalability :</b> No	<b>Allocated Amount:</b> 350,000 <b>Scalability :</b> No
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\* The periods in which DLRs are expected to be achieved as per this Schedule are for indicative purposes, unless otherwise indicated. Achievement of DLRs can be obtained earlier or later than said periods up and until the Closing Date; provided that if any DLR, after signing, is met prior to the period in which such DLR is indicated for, the Borrower may, with prior agreement of the Bank, withdraw the amount corresponding to the extent of achievement of said DLR prior to the Year indicated in this Schedule.

## APPENDIX

### Definitions

1. “Allocated Amounts” means the amount allocated to each individual DLR or determined for each DLR pursuant to the formula detailed, in the table in Schedule 4 to this Agreement, as such amount might be increased, reallocated and/or cancelled (whether partially or in its entirety) by the Association, from time to time, as the case may be, in accordance with the provisions of Section IV.B.2 of Schedule 2 and Schedule 4 to this Agreement.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the Association’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015.
3. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
4. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
5. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
6. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result as set forth in Schedule 4 to this Agreement, on the basis of the achievement of which, the amount of the Financing allocated to said result may be withdrawn in accordance with the provisions of Section IV of Schedule 2 to this Agreement.
7. “ECCD” means early childcare and development.
8. “Education Reform Action Plan” means the action plan to be prepared by Ministry of Education and approved by the Government, as may be updated from time to time.
9. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Program-for-Results Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021 and January 1, 2022).
10. “ICT” means information, communication and technology.

11. “Implementation Guidance Note” means the manual or note referred to in Section I.A.2 of Schedule 2 to this Agreement, to be prepared by the Recipient in a manner and substance satisfactory to the Association for the purposes of carrying out the Program, which manual shall comprise of, *inter alia*: (i) the scope of the Program activities; (b) the Program implementation arrangements; (c) the Program’s monitoring and evaluation, and reporting requirements; (d) verification protocol for the demonstration of the satisfaction of the DLIs/DLRs ; and actions/ protocol required in order to operationalize the implementation of the Anti-corruption Guidelines.
12. “Independent Verification Agent” or “IVA” means the agent or agents appointed, or to be appointed, by the Recipient for the purpose of verifying achievement of DLRs in accordance with Section I.B of Schedule 2 to this Agreement.
13. “Ministry of Education” or “MoE” means the Recipient’s Ministry of Education, or any successor thereto.
14. “Ministry of Labour and Human Resources” or “MoLHR” means the Recipient’s Ministry of Labour and Human Resources, or any successor thereto.
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. “Program Expenditures” means an expenditure the payment for which meets the requirements of Section 2.03 of the General Conditions, and which is incurred under the following budget heads and is consequently eligible for financing out of the proceeds of the Financing, as the numbering of such corresponding budget lines may be revised from time to time with the agreement of the Association but without affecting the description of the Program:

<b>Ministry</b>	<b>Budget Codes</b>
Ministry of Education	01.00, 02.00, 11.00, 12.00, 13.00, 14.00, 15.00, 17.00, 18.00, 24.00, 25.00,45.00, 52.00, 54.00, 55.00
Ministry of Labour and Human Resources	01.00, 02.00,05.00, 11.00, 12.00, 13.00, 14.00, 15.00, 17.00, 18.00, 24.00,25.00, 45.00, 52.00, 54.00, 55.00

17. “Program Action Plan” means the Recipient’s plan dated December 21, 2021 and referred to in Section I.B.1 of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
18. “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.
19. “Skill Development Plan” or “SDP” means the 2021 plan prepared by the Recipient’s Ministry of Labour and Human Resources to respond to the needs of workers and job seekers affected by COVID-19.
20. “Verification Protocol” means the Recipient’s protocol, acceptable to the Association, setting forth the means by which the achievement of DLRs will be verified under the Program, as such Verification Protocol may be amended from time to time with the prior written agreement of the Association.
21. “Year” means any of the Years 1 through 3 of the Program implementation, as the context shall determine.
22. “Year 1” means the first year of implementation of the Program activities, expected to take place from February 1, 2022 to January 31, 2023, in order to achieve the results shown in the third column of the table in Schedule 4 to this Agreement.
23. “Year 2” means the second year of implementation of the Program activities, expected to take place from February 1, 2023 to January 31, 2024, in order to achieve the results shown in the fourth column of the table in Schedule 4 to this Agreement.
24. “Year 3” means the third year of implementation of the Program activities, expected to take place from the, February 1, 2024 to January 31, 2025, in order to achieve the results shown in the fifth column of the table in Schedule 4 to this Agreement.