LOAN NUMBER 8996-LK

Loan Agreement

(Climate Resilience Multiphase Programmatic Approach)

between

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

LOAN NUMBER 8996-LK

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II – LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of ninety two million Dollars (\$92,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are March 15 and September 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project and the MPA Program. To this end, the Borrower, through its Ministry of Irrigation (MI) and State Ministry of National Security and Disaster Management (SMNSDM), shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS

4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is its Secretary, Ministry of Finance.
- 5.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Department of External Resources The Secretariat Colombo 1, Sri Lanka; and

(b) the Borrower's Electronic Address is:

Telephone:	Facsimile:	E-mail:
94 11 2484693	94 11 2447633	dg@erd.gov.lk
		info@erd.gov.lk

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

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

(b) the Bank's Electronic Address is:

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

AGREED as of the Signature Date.

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

By

Mr. S.K Attygalle

Authorized Representative Mr. S.R Attygalle Name: _____

Title: ______ Secretary to the Treasury

17-Sep-2021 Date: _____

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative Faris H. Hadad-Zervos Country Director

Date:

SCHEDULE 1

Project Description

The objective of the Project is to improve: (i) warnings of high impact weather and hydrological hazards; and (ii) *Kelani* basin multi-purpose water infrastructure for climate resilience.

The Project constitutes a phase of the MPA Program, and consists of the following parts:

Part 1: Forecasting and Early Warning of High Impact Weather, Floods and Landslides

Enhance the capability and the performance of DMC, DoM, ID and NBRO to upgrade and expand the hydrological and meteorological observation networks to ensure that these networks are well-functioning and interoperable, and provide people with weather information to protect lives, livelihoods and property from the impact of meteorological and hydrological events, through *inter alia*: (a) strengthening the institutional arrangements and providing capacity building and training activities to DMC, DoM, ID and NBRO; (b) supporting the modernization of observing, forecasting and communication systems infrastructure, including the procurement and installation of monitoring equipment, information and communications technology equipment as well as the construction and refurbishment of operational centers and buildings; and (c) enhancing the service delivery systems, including the development of a National Framework for Climate Services which will help coordinate climate information among all sectors and governmental institutions.

<u>Part 2</u>: Construction of *Ambatale* Salinity Barrier and Preparatory Studies

- 2.1 Replace the existing salinity barrier at *Ambatale* by constructing a new barrier, including carrying out of social and environmental impact assessments and preparation of requisite Safeguard Instruments.
- 2.2 Undertake studies for construction of *Wee Oya* reservoir, including preparation of detailed engineering designs, carrying out of related social and environmental assessments and preparation of requisite Safeguard Instruments.
- 2.3 Undertake studies for the construction of upper *Deraniyagala* reservoir, including carrying out of feasibility studies, carrying out of investigations, preparation of detailed designs, carrying out of social and environmental impact assessments and preparation of requisite Safeguard Instruments.
- 2.4 Conduct other studies, which include: (a) pre-feasibility level technical and socio-economic studies for trans-basin diversions from *Kelani* river; and (b) assessments and facilitating consultations with key stakeholders for identifying next steps for improving local storm water management, flood plains or flood risk zone management in lower *Kelani* basin.

2.5 Conduct detailed engineering designs for lower *Kelani* flood protection works, and preparation of requisite Safeguard Instruments including carrying out of social and environmental impact assessments.

Part 3: Project Management

Support the management and implementation of the Project activities through, *inter alia*: (a) implementation support, including Training, in the areas of Project management, monitoring and evaluation, procurement, fiduciary management, and environmental and social safeguards; (b) monitoring compliance with environmental and social safeguards; (c) establishment of grievance redress mechanisms and management information system; and (d) all other activities as required for effective Project implementation.

Part 4: Contingent Emergency Response Component

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

SCHEDULE 2

Project Execution

Section I. <u>Implementation Arrangements</u>

A. Institutional Arrangements.

1. The Borrower shall be responsible for the overall implementation of the Project and shall carry out the Project through its MI and SMNSDM.

2. The Borrower shall ensure that its MI shall establish, within two (2) months of the Effective Date, and maintain throughout the implementation of the Project, a Project Coordination Team with adequate professional and administrative staff in numbers and with qualification and experience and under terms of reference satisfactory to the Bank, which shall have the responsibility to ensure the overall coordination and smooth implementation of the Project, and oversee and ensure operational compliance with this agreement, the Project Operations Manual and the Safeguards Instruments.

3. The Borrower shall establish, not later than three (3) months after the Effective Date, and thereafter maintain, until the completion of the Project, a National Project Oversight Committee to monitor the Project implementation progress, ensure inter-ministerial coordination and provide overall oversight and guidance.

4. The Borrower shall: (a) hire, not later than six (6) months after the Effective Date, an internal auditor with terms of reference acceptable to the Bank; and (b) upgrade and make operational, not later than nine (9) months after the Effective Date, a financial management software acceptable to the Bank for the Project.

5. The Borrower shall establish, not later than three (3) months after the Effective Date, and thereafter maintain, until the completion of the Project, a Project Steering Committee to be responsible for strategic decision making related to Project implementation and for progress monitoring.

B. Project Operations Manual

1. The Borrower shall, through the Project Coordination Team: (a) carry out the Project in accordance with the Project Operations Manual; and (b) not amend, revise or waive nor allow to be amended, revised or waived, the provisions of the Project Operations Manual or any part thereof without the prior written agreement of the Bank.

2. In the event of any inconsistency between the Project Operations Manual and this Agreement, the provisions of this Agreement shall prevail.

C. Safeguards

1. The Borrower shall ensure that the Project is carried out with due regard to appropriate environmental, social, health and safety standards and practices, and in accordance with the Safeguards Instruments.

2. The Borrower shall ensure that the obligation to comply with the relevant Safeguard Instruments is incorporated: (a) in the contracts between the Borrower and the relevant contractors and any entity (including any engineer) supervising the Project's civil works; and (b) in the contracts between the relevant contractors and the contractors' subcontractors.

3. The Borrower shall ensure that all the bidding documents and contracts include the obligation of the relevant contractors and subcontractors to: (i) adopt and implement measures to assess and manage the risks and impacts of labor influx; and (ii) adopt and enforce codes of conduct that should be provided to and signed by all workers; as applicable to such civil works commissioned or carried out pursuant to said contracts.

4. The Borrower shall ensure that the Project does not include any activities and expenditures on the negative list set forth in the EAMF.

5. Except as the Bank shall otherwise agree, the Borrower shall ensure, and cause to ensure, that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

6. The Borrower shall ensure that for each activity under the Project for which the SEA, SSA, EAMF, SMF and the RPF provide for the preparation of an EA, EMP, SIMP and the RAP:

- (i) proceed to have such EA, EMP and/or SIMP and the RAP as appropriate: (A) prepared and disclosed in accordance with the SEA, SSA, EAMF, SMF and the RPF, respectively; (B) consulted upon adequately with people affected by the Project as per the SEA, SSA, EAMF, SMF and the RPF, respectively, and submitted to the Bank for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and
- (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such EA, EMP, SIMP and the RAP in a manner satisfactory to the Bank.

7. The Borrower shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the applicable Bank Safeguards Policies and EHS Guidelines.

Monitoring and Reporting

8. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall:

- a) take all measures necessary on its part to regularly collect, compile, and submit to the Bank, as part of the Project Reports on a semester basis, and promptly in a separate report whenever the Bank may require, information on the status of compliance with the Safeguards Instruments. Such information shall include: (i) measures taken in furtherance of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and (iii) remedial measures taken or required to be taken to address such conditions;
- b) promptly furnish to the Bank a copy of each semester progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and
- c) promptly upon receipt, the Borrower shall furnish to the Bank any notification received from any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors regarding any incident that might have occurred during Project implementation.

Grievance Redress Mechanism

9. The Borrower shall establish and maintain, throughout Project implementation, and publicize the availability of a grievance redress mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

Dam Safety

For Dam studies (including feasibility studies)

10. The Borrower shall, no later than twelve (12) months after the Effective Date, establish and, thereafter maintain throughout Project implementation, an independent dam safety panel of experts, under terms of reference with personnel possessing qualifications satisfactory to the Bank. Such personnel shall include a dam safety specialist, a hydrologist, a hydraulic engineer, an electro-mechanical engineer, a geotechnical engineer, an environment specialist, a social specialist, and a health and safety specialist, with the purpose of, inter alia, provide advice on any technical design, construction procedures, dam safety, appurtenant structures, catchment area, areas surrounding the reservoir, downstream areas, and environmental, social, and health and safety aspects, to support and inform the development of the studies being undertaken under the Project.

11. The Borrower shall ensure that terms of reference for a plan for construction supervision and quality assurance, an instrumentation plan, an operation and maintenance plan and an

emergency preparedness plan for a potential project, are prepared, all satisfactory to the Bank and duly incorporating and taking into consideration the requirements of the Bank's Safeguard Policies.

D. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Contingent Emergency Response Part"), the Borrower shall:
 - (a) prepare and furnish to the Bank for its review and approval, a Contingent Emergency Response Component Manual (CERCM) which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any special institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of the any relevant safeguard instruments to the Contingent Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Contingent Emergency Response Part;
 - (b) afford the Bank a reasonable opportunity to review the proposed CERCM;
 - (c) promptly adopt the CERCM for the Contingent Emergency Response Part as accepted by the Bank;
 - (d) ensure that the Contingent Emergency Response Part is carried out in accordance with the CERCM; provided, however, that in the event of any inconsistency between the provisions of the CERCM and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERCM without the prior written approval by the Bank.
- 2. The Borrower shall ensure that no activities are undertaken under the Contingent Emergency Response Part, unless and until the following conditions have been met in respect of said activities:
 - (a) the Borrower has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in the Contingent Emergency Response Part in order to respond to said crisis or emergency, and the Bank has agreed with such determination, accepted said request and notified the Borrower thereof; and

(b) all safeguards instruments as may be required for said activities have been prepared and disclosed in accordance with the CERCM, the Borrower has approved all such instruments, and the Borrower has ensured the implementation of any actions which are required to be taken under said instruments.

E. Annual Work Plans and Budgets

- 1. The Borrower shall furnish to the Bank for approval as soon as available, but in any case, not later than November 30 of each year during Project implementation, a proposed annual work plan and budget for the Project and the updated Procurement Plan for each subsequent fiscal year, of such scope and detail as the Bank shall have reasonably requested, except for the annual work plan and budget for the first Fiscal Year which shall be furnished prior to the commencement of the relevant activities under the Project.
- 2. The Borrower shall, not later than two (2) months after furnishing each annual work plan and budget referred to in the preceding paragraph to the Bank, finalize and adopt, and thereafter ensure that the Project is carried out in accordance with, such plan and budget as agreed in writing with the Bank.

Section II. <u>Project Monitoring Reporting and Evaluation</u>

A. Project Reports

The Borrower shall furnish to the Bank each Project Report not later than six (6) weeks after the end of each calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 to this Agreement, the Borrower shall ensure that such information report or document does not include Personal Data.

B. Mid-term Review

The Borrower shall: (a) on or about December 31, 2024, prepare and furnish to the Bank a mid-term report, in such detail as the Bank shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to Part A above, and setting out the measures recommended to ensure the continued efficient implementation of the Project and the achievement of its objectives during the period following such date; and (b) review with the Bank such mid-term report, on or about the date six (6) weeks after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the Bank's views on the matter.

Section III. <u>Withdrawal of Loan Proceeds</u>

A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Incremental Operating Costs and Training under Part 1 of the Project	50,000,000	100%
(2) (a) Goods and works under Part 2.1 of the Project	20,000,000	100%
(b) Non-consulting services, consulting services, Incremental Operating Costs and Training under Parts 2.2, 2.3, 2.4, 2.5 and 3 of the Project	21,770,000	100%
(3) Emergency Expenditures	0	
(4) Front-end Fee	230,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(5) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT	92,000,000	

B. Withdrawal Conditions; Withdrawal Period.

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;

- (b) for goods and works for Part 2.1 of the Project under Category 2(a), unless and until social and environmental assessments have been conducted and the requisite Safeguard Instruments have been prepared, satisfactory to the Bank; or
- (c) for Emergency Expenditures under Category (3), unless and until the Bank is satisfied that all of the following conditions have been met in respect of said expenditures:
 - the Borrower has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in the Contingent Emergency Response Part in order to respond to said crisis or emergency, and the Bank has agreed with such determination, accepted said request and notified the Borrower thereof;
 - (ii) the Borrower has prepared and disclosed all safeguards instruments required for said activities, and the Borrower has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Sections I.C.(2)(b) of this Schedule;
 - (iii) the entities in charge of coordinating and implementing the Contingent Emergency Response Part have adequate staff and resources for the purposes of said activities; and
 - (iv) the Borrower has adopted the CERCM, in form and substance acceptable to the Bank, and the provisions of the CERCM remain - or have been updated in accordance with the provisions of Section I.E of this Schedule so as to be - appropriate for the inclusion and implementation of the Contingent Emergency Response Part.
- 2. The Closing Date is December 31, 2026.

Section IV. <u>Other Undertakings</u>

- 1. All activities carried out by SMNSDM shall be undertaken exclusively for the purposes related to the Project. All goods, works, services, Incremental Operating Costs and Training financed by the Loan proceeds shall be used by SMNSDM in accordance with the Project Operations Manual and other arrangements or protocols that the Bank may require for carrying out these activities.
- 2. The Borrower further undertakes that no Loan proceeds or resources may be used for security and military purposes or for any payments made to any security or military personnel.
- 3. The Borrower shall ensure that the collection, use and processing (including transfers to third parties) of any Personal Data collected under the Project will be done in accordance

with the requirements and procedures set forth in the Project Operations Manual, and ensuring legitimate, appropriate and proportionate treatment of such data.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

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

Level Principal Repayments

Principal Payment Date	Installment Share
On each March 15 and September 15 Beginning September 15, 2026 through March 15, 2051	2 %

APPENDIX

Definitions

- 1. "Affected Person" means a person or entity who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and, "Affected Persons", means all such Affected Persons.
- 2. "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.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "Contingent Emergency Response Component Manual" or the acronym "CERCM" means the plan referred to in Section I.C of Schedule 2 to this Agreement, to be adopted by the Borrower for the Contingent Emergency Response Part in accordance with the provisions of said Section.
- 5. "Contingent Emergency Response Part" means Part 4 of the Project.
- 6. "DMC" means the Borrower's Disaster Management Center within the SMNSDM, or any successor thereto.
- 7. "DoM" means the Department of Meteorology within the SMNSDM, or any successor thereto.
- 8. "EHS Guidelines" means the World Bank Group Environmental, Health and Safety Guidelines published on <u>www.ifc.org/ehsguidelines</u>, as said guidelines are updated from time to time.
- 9. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.
- 10. "Emergency Expenditure" means any of the eligible expenditures set forth in the Contingency Emergency Response Component Manual in accordance with the provisions of Section I.C of Schedule 2 to this Agreement, and required for the Contingent Emergency Response Part.

- 11. "Environmental Assessment" or "EA" means an environmental assessment, to be prepared by the Borrower, satisfactory to the Bank in accordance with the EAMF, in form and substance satisfactory to the Bank, and defining details of potential environmental risks and adverse impacts associated with the implementation of Project activities, as said assessment may be updated from time to time with the prior written agreement of the Bank and such term includes any annexes or schedules to such assessment.
- 12. "Environmental Assessment and Management Framework" or "EAMF" means the environmental assessment and management framework, prepared by the Borrower, satisfactory to the Bank, and disclosed on the Bank's website on January 9, 2019, and amended and re-disclosed on July 20, 2021, setting out the principles, rules, guidelines and procedures to screen and assess the environmental impacts (including health and safety issues) of the activities which will be identified and appraised during Project implementation, and containing measures and plans to avoid, minimize, mitigate and/or offset adverse impacts and/or reduce said adverse impacts to acceptable levels, and enhance positive impacts, provisions for estimating and budgeting the costs of such measures, and information on the agency or agencies responsible for addressing project impacts, as said instrument may be amended from time to time with the Bank's prior written agreement.
- 13. "Environmental Management Plan" or "EMP" means an environmental management plan to be prepared by the Borrower in accordance with EAMF, inform and substance satisfactory to the bank, and to be disclosed on the Bank's website which details: (a) the measures to be taken during the implementation and operation of the Project to avoid, minimize, mitigate or offset adverse environmental impacts (including health and safety issues), or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as said instrument may be amended from time to time with the Bank's prior written agreement.
- 14. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018.
- 15. "ID" means the Irrigation Department of the MI, or any successor thereto.
- 16. "Incremental Operating Costs" means incremental expenditures incurred on account of the management of the Project, including maintenance of vehicles and equipment, fuel, office supplies, utilities, consumables, office rental and maintenance, bank charges, advertising expenses, travel of staff (including per diems, accommodation), and salaries of selected contractual support staff, but excluding salaries and salary top ups of officials of the Borrower's civil service.
- 17. "MI" means the Borrower's Ministry of Irrigation, or any successor thereto.
- 18. "Ministry of Finance" or "MoF" means the Borrower's Ministry of Finance, or any successor thereto.

- 19. "MPA Program" means the multiphase programmatic approach program of the Borrower, designed to increase the number of people benefitting from improved weather and flood warnings, and multi-purpose water infrastructure for climate resilience.
- 20. "National Framework for Climate Services" means a forecasting delivery system, which helps coordinate climate information among all sectors and institutions of the Borrower.
- 21. "National Project Oversight Committee" means an inter-ministerial committee to be established and maintained pursuant to Section I.A.3 of Schedule 2 to this Agreement, chaired by the Secretary of the MoF or his/her nominee.
- 22. "NBRO" means the Borrower's National Building Research Organization, reporting to the SMNSDM, or any successor thereto.
- 23. "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.
- 24. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017, August 2018 and November 2020.
- 25. "Program Coordination Team" means a program coordination team to be established and maintained pursuant to Section I.A.2 of Schedule 2 to this Agreement.
- 26. "Project Operations Manual" means the operations manual that was adopted by the Recipient on May 23, 2019, and amended on July 14, 2021, setting forth implementation, organizational, administrative, monitoring and evaluation, financial management, safeguards, disbursement, and procurement arrangements, and rules and procedures for processing and collection of Personal Data in accordance with good international practice, for purpose of implementation of the Project, and such term includes any annexes or schedules to such manual.
- 27. "Project Steering Committee" means the committee to be established pursuant to Section I.A.5 of Schedule 2 to this Agreement, co-chaired by the Secretaries of the MI and SMNSDM.
- 28. "Resettlement Action Plan" or "RAP" means the resettlement action plan, satisfactory to the Bank, to be prepared and adopted by the Borrower in accordance with the provisions of the RPF, and to be disclosed in-country and on the Bank's website setting forth the principles, guidelines, procedures, organizational arrangements and budget to implement

the resettlement related activities under the Project, or under Parts of the Project, as said resettlement action plan may be revised and re-disclosed from time to time with the prior written agreement of the Bank.

- 29. "Resettlement Policy Framework" or "RPF" means the resettlement policy framework prepared and adopted by the Borrower on January 14, 2019, satisfactory to the Bank, and amended and re-disclosed on the Bank's website on July 20, 2021, which: (a) sets out the resettlement principles, procedures for screening and assessing social impacts of the activities which will be identified and appraised during Project implementation; (b) contains measures and plans to avoid, minimize, mitigate and/or offset adverse impacts and/or reduce said adverse impacts to acceptable levels; (c) enhance positive impacts, organizational arrangements (including consultation, grievance redress mechanism and budget) and entitlement matrix to be applied to land acquisition and resettlement related Project activities to be prepared during Project implementation, as such framework may be amended and re-disclosed from time to time with the prior written agreement of the Bank.
- 30. "Safeguard Instruments" means, collectively, the SEA, EAMF, SMF, EA, EMP, SSA, SIMP, RPF, RAP and "Safeguard Instrument" means any of such Safeguards Instruments.
- 31. "Safeguard Policies" means, the Operational Policies (OPs) and Bank Procedures (BPs) of the Bank, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.04 (Natural Habitats), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12 (Involuntary Resettlement), OP/BP 4.36 (Forests), and OP/BP 4.37 (Safety of Dams); they can be found at <u>https://policies.worldbank.org.</u>"Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
- 32. "SMNSDM" means the State Ministry of National Security and Disaster Management under the Borrower's Ministry of Defence, or any successor thereto.
- 33. "Social Management Framework" or "SMF" means the framework prepared and adopted by the Borrower on January 10, 2019, amended and re-disclosed in-country, and the Bank's website on July 20, 2021, satisfactory to the Bank, setting out the modalities to be followed in assessing the potential adverse social impacts of Project activities including impacts from labor influx, risks of opposition from local communities, public inconveniences during construction, impacts on gender and vulnerable groups, and risks of gender-based violence and sexual exploitation and abuse and the measures to be taken to offset, reduce or mitigate such adverse impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse; as well as for the preparation of social impact management plans, as such framework may be amended by the Borrower from time to time, with the prior written agreement of the Bank.
- 34. "Social Impact Management Plans" or "SIMPs" means the plan to be prepared and adopted by the Borrower in accordance with the provision of SMF, satisfactory to the Bank, disclosed in-country, and the Bank's website, setting out details of the specific actions and measures including measures that endeavor to reduce construction-related impacts, manage

risks associated with labor influx, and prevent and respond to gender-based violence and sexual exploitation and abuse, as well as measures to ensure compliance with the EHS Guidelines, along with the procedural and institutional measures needed to implement such actions, measures and policies, including any schedules to such plans, and as such plan may be amended by the Borrower from time to time, with the prior written approval of the Bank.

- 35. "Strategic Environmental Assessment" or "SEA" means the document prepared and adopted by the Borrower on November 12, 2018, setting out details of potential environmental risks, and adverse impacts associated with any Project activities, together with an environmental management plan defining measures to manage such risks and impacts, and including any schedules to such assessment, and as such assessment may be amended by the Borrower from time to time, with the prior written approval of the Bank.
- 36. "Strategic Social Assessment" or "SSA" means the document prepared and adopted by the Borrower on February 20, 2019, setting out details on the strategic identification and assessment of potential social impacts to be considered during the implementation of the basin investment plans, including risks of both structural and non-structural interventions including strategic measures required to avoid, minimize and mitigate adverse impacts while optimizing beneficial impacts to communities affected by the proposed interventions, and as such assessment may be amended by the Borrower from time to time, with the prior written approval of the Bank.
- 37. "Training" means the costs of training activities under the Project, based on annual work plans and budgets approved by the Bank, and attributable to seminars, workshops, and domestic and overseas 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 directly related to course preparation and implementation.