

**CONFORMED COPY**

---

---

**CREDIT NUMBER 4888-MN**

# **Financing Agreement**

**(Mining Infrastructure Investment Support Project)**

**between**

**MONGOLIA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated May 24, 2011**



**CREDIT NUMBER 4888-MN**

**FINANCING AGREEMENT**

AGREEMENT dated May 24, 2011, entered into between MONGOLIA (“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) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixteen million Special Drawing Rights (SDR 16,000,000) (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 IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are April 15 and October 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 Dollars.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project, through its Ministry of Finance, in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

### **ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has established the Project Management Unit referred to in Section I.A.2 of Schedule 2 to this Agreement and engaged the services of: (i) a duly qualified Director, (ii) a procurement specialist; and (iii) a financial management specialist; all in accordance with the provisions of Section III of Schedule 2 to this Agreement and with qualifications and experience, and under terms of reference, acceptable to the Association.
  - (b) The Recipient has prepared and adopted a Project Implementation Manual, which will include a Financial Management Manual, satisfactory to the Association.
  - (c) The Recipient has established the Project Steering Committee, chaired by the State Secretary for Finance.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.
- 4.03. For purposes of Section 8.05(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 date of this Agreement.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

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

5.02. The Recipient's Address is:

Ministry of Finance  
Government Building 2  
United Nations' Street 5/1  
Ulaanbaatar, 15160

Facsimile:

976-51-262272

5.03. The Association's Address is:

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable:

Telex:

Facsimile:

NDEVAS

248423 (MCI)

1-202-477-6391

Washington, D.C.

AGREED at Ulaanbaatar, Mongolia, as of the day and year first above written.

MONGOLIA

By /s/ S. Bayartsogt

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Coralie Gevers

Authorized Representative

## SCHEDULE 1

### Project Description

The objectives of the Project are to facilitate investments in infrastructure to support mining and downstream processing activities, regardless of funding source, and to build local capacity to prepare and transact infrastructure projects.

The Project consists of the following parts:

#### Part 1. Support for Infrastructure Investments

- (a) Planning, Feasibility, and Business Cases
  - (i) Prepare regional infrastructure investment plans, including the determination of priority infrastructure needs based on mineral development planned for a particular region, sequencing of their implementation, and identification of required feasibility studies for specific investments.
  - (ii) Conduct feasibility studies for priority mining-related infrastructure projects in the energy, transport, information technology and communications, water, housing and social sectors, logistics and border crossing facilities, and downstream and value-added activities, including, *inter alia*: technical assessments, such as engineering designs, geotechnical surveys, economic and financial analyses, environmental and social impact evaluations, and reviews of specific aspects of the Recipient's legal, regulatory and institutional frameworks.
  - (iii) Develop business cases for projects proposed to be developed with private investment, including PPPs, including, *inter alia*: review of government priorities for potential projects, identifying government commitments and obligations under various investment structures, developing investment and financing plans, reviewing the Recipient's legal and regulatory framework governing private investment, determining appropriate allocation of risks and underlying commercial principles for transactions, and undertaking market soundings to gauge investor appetite.
- (b) Rapid Response to Address Emerging Priorities
  - Carry out activities in response to existing or emerging priority issues affecting the potential for private investment in infrastructure

facilities and services, and facilitate the export of mineral resources, including support to, *inter alia*: finalizing ongoing transactions with investors, strengthening the legal framework, developing national standards for infrastructure development, facilitating transnational agreements, and establishing mechanisms to coordinate regional development and ensure that investors are adequately addressing their corporate social responsibilities.

## Part 2. Capacity Building and Knowledge Transfer

### (a) Training and Advocacy Programs

- (i) Carry out staff skills development, including Training and Workshops, for relevant ministries and agencies, on basic principles, practices and techniques on project preparatory activities, including, *inter alia*: (i) technical and engineering reviews; (ii) technical designs, drawings and specifications; (iii) economic evaluations and cost-benefit analyses; (iv) financial assessments and forecasting; (v) environmental and social impact evaluations; (vi) legal and regulatory reviews; (vii) further assessments of potential PPPs to determine viability; and (viii) market soundings.
- (ii) Carry out staff skills development, including Training and Workshops, for relevant ministries and agencies in preparation for transactions with investors, including PPP transactions.
- (iii) Carry out conferences and other communication mechanisms to promote awareness of government officials and the local business community about investment opportunities and the use of PPPs.

### (b) Consultants

- (i) Contract full-time and part-time consultants to strengthen abilities of government officials to prepare terms of reference and carry out feasibility studies, including support to, *inter alia*: strategic planners, engineers, technical specialists, economists, and environmental and social experts.
- (ii) Contract full-time and part-time consultants to develop the capacity of government officials to prepare transactions with the private sector, including *inter alia*: legal counsel, institutional specialists, economic and financial specialists, implementation

specialists and local staff to support preparation of PPP transactions.

- (iii) Contract full-time and part-time consultants to, *inter alia*: develop a framework to manage contingent liabilities, develop methodology and criteria for issuing guarantees, a process for approving them, and structure to limit the Government's overall exposure.

(c) Contract Administration

Provision of support and training to government officials in ensuring that investors and the government are in compliance with contractual terms and conditions, including, *inter alia*: ascertaining that required investment, operational and maintenance standards are being met; measuring performance based on pre-determined criteria, calculating payments based on performance, and determining that environmental and social obligations are being fulfilled.

Part 3. Strengthening Groundwater Management

Provide support to strengthen the capacity of local authorities to manage groundwater resources in Southern Mongolia by making operational a new institutional structure in Southern Mongolia with responsibility for, *inter alia*: establishing at least two (2) groundwater management councils and at least two (2) groundwater water management administrations in water basins 17, 18 and 20, preparing groundwater management and monitoring plans, carrying out groundwater explorations, developing a data exchange protocol, monitoring bore hole installations, monitoring and enforcing compliance with licenses to abstract groundwater and reviewing water resource pricing based on economic principles.

Part 4. Project Management

Establishment of a Project Management Unit at the Ministry of Finance to implement and manage the Project.



**SCHEDULE 2****Project Execution****Section I. Implementation Arrangements****A. Institutional Arrangements**

1. The Recipient shall establish and thereafter maintain, throughout the period of Project implementation, a Project Steering Committee, headed by the State Secretary for the Ministry of Finance and comprised, *inter alia*, of representatives from the: (a) Department for Development Financing and Cooperation; (b) Department of Financial and Economic Policy; (c) Department of Fiscal Policy; (d) Ministry of Mineral Resources and Energy; (e) Ministry of Roads, Transport, Construction and Urban Development; (f) Ministry of Nature, Environment and Tourism; (g) National Development and Innovation Committee; (h) State Property Committee; and (i) the National Water Committee. The PSC shall be responsible for *inter alia*: (a) providing guidance on the use of Project funds and approve procurement plans; (b) soliciting input and cooperation from the relevant ministries and government agencies to prepare infrastructure projects that have cross-sectoral impacts; and (c) for projects involving private investment, providing policy guidance to ensure that these are planned, developed and implemented in a comprehensive and coordinated manner.
2. The Recipient shall maintain, throughout the period of Project implementation, a Project Management Unit within the MOF, headed by a duly qualified Director acceptable to the Association, which Unit shall be responsible for all aspects associated with implementing the Project, including, *inter alia*: (a) procurement of all goods and services; (b) financial management and reporting, and disbursements; (c) the effective and timely implementation of the ESMF and all other environmental and social safeguards requirements; and (d) Project monitoring and reporting.
3. The MOF shall ensure that the Ministry of Mineral Resources and Energy, the Ministry of Roads, Transport, Construction and Urban Development, the Ministry of Nature, Environment and Tourism, the National Development and Innovation Committee, the National Water Committee; and the State Property Committee support the Project Management Unit in the management of all technical aspects associated with their respective activities including, *inter alia*, preparing terms of reference for their respective infrastructure projects, and monitoring.
4. The MOF shall cause the Ministry of Nature, Environment and Tourism to ensure that the groundwater management councils and groundwater water

management administrations established under Part 3 of the Project have sufficient resources, and appropriately staffed with qualified and competent staff in adequate numbers and having terms of reference satisfactory to the Association.

**B. Project Manual**

1. The Recipient shall:
  - (a) prepare a Project Implementation Manual, including a Financial Management Manual, each satisfactory to the Association, to guide Project implementation and define the framework for managing coordination among the various stakeholders;
  - (b) carry out the Project in accordance with the Project Implementation Manual; and
  - (c) not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated, or waived, the Project Implementation Manual without the prior written approval of the Association.
2. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the latter shall prevail.

**C. Anti-Corruption**

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

**D. Safeguards**

1. The Recipient shall:
  - (a) carry out the Project in accordance with the Environmental and Social Management Framework, any Environmental Management Plans, and any Resettlement Action Plans;
  - (b) not assign, amend, abrogate or waive, nor permit to be assigned, amended, abrogated or waived, the Environmental and Social Management Framework, any Environmental Plan or any Resettlement Action Plan, without the prior written approval of the Association; and
  - (c) ensure, wherever required pursuant to the Environmental and Social Management Framework, that each contract required for the implementation of the Project and to be financed out of the proceeds of the Credit shall include the obligation of the respective contractor to

implement, and monitor and evaluate, the Environmental and Social Management Framework, and the relevant Environmental Plan(s) and Resettlement Action Plan(s), as the case may be.

2. In the event of a conflict between the provisions of any of the instruments referred to in Section D.1(a) of this Schedule 2 and those of this Agreement, the latter shall govern.
3. Wherever required in terms of the Environmental and Social Management Framework, the Recipient shall, prior to the award of (a) contract(s) required for the implementation of the Project and to be financed out of the proceeds of the Credit, proceed to have an Environmental Management Plan and a Resettlement Action Plan, as the case may be:
  - (a) prepared in form and substance satisfactory to the Association;
  - (b) except as the Association may otherwise agree in writing, submitted to the Association for review and approval; and
  - (c) thereafter adopted and publicly disclosed.
4. Without limitation on the provisions of Section II.A.1(a) of this Schedule 2, the Recipient shall take all measures necessary on its part to regularly collect, compile, and submit to the Association, as part of the Project Reports, information on the status of compliance with the Environmental and Social Management Framework, the Environmental Management Plans, and the Resettlement Action Plans, providing details of:
  - (a) measures taken in furtherance of such instruments;
  - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such instruments; and
  - (c) remedial measures taken or required to be taken to address any conditions referred to in the preceding sub-paragraph (b).

## **Section II. Project Monitoring, Reporting and Evaluation**

### **A. Project Reports**

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the

Association not later than one (1) month after the end of the period covered by such report.

- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
  - (i) at least two (2) infrastructure assets ready for tender; and
  - (ii) good practice and procedures established for preparing infrastructure projects for public and private financing.

## **B. Midterm Review**

The Recipient shall:

- (a) carry out jointly with the Association, no later than October 31, 2013, or such later date as the Association may notify to the Recipient, a midterm review to assess the status of the Project, as measured against the performance indicators set forth above in sub-paragraph (b) of paragraph A.1. Such review shall include an assessment of the following: (i) overall progress in implementation of the Project; (ii) results of monitoring and evaluation activities; (iii) progress on procurement, disbursement and financial management; (iv) progress on the implementation of the Environmental and Social Management Framework and other safeguards measures; (v) implementation arrangements; and (vi) the need to make any adjustments to the Project and any reallocation of funds to improve performance;
- (b) cause the PMU to prepare and furnish to the Association, at least three (3) months before such review, a report, in scope and detail satisfactory to the Association, needed to undertake the review, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section on the progress achieved in the carrying out the Project during the period preceding the date of the said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives of the Project during the period following such date; and
- (c) review with the Association, the report referred to in subparagraph (b) of this Part B and thereafter cause the PMU to take all measures required to ensure the efficient completion of the Project and the achievement of its

objectives, based on the conclusions and recommendations of said report and the Association's views on the matter.

**C. Financial Management, Financial Reports and Audits**

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

**Section III. Procurement**

**A. General**

1. **Goods.** All goods required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods. The Procurement Plan shall specify the circumstances under which such methods may be used:

<b><u>Procurement Methods</u></b>
(a) Shopping
(b) Direct Contracting

**C. Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<b><u>Procurement Methods</u></b>
(a) Quality-Based Selection
(b) Least Cost Selection
(c) Selection based on Consultants’ Qualifications
(d) Single-Source Selection
(e) Individual Consultants

**D. Review by the Association of Procurement Decisions**

Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association:

- (a) all contracts in excess of US\$50,000 for goods and all Direct Contracting contracts, regardless of contract value, and the first three (3) Shopping contracts;
- (b) each contract for consultants’ services provided by a firm estimated to cost the equivalent of \$100,000 or more and Single Source Selection of consultants;
- and (c) Individual Consultant assignments estimated to cost US\$50,000 or more

and Sole-Source selection of individuals, regardless of contract value. All other contracts shall be subject to Post Review by the Association.

**Section IV. Withdrawal of the Proceeds of the Financing**

**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods	300,000	100%
(2) Consultants’ Services	14,750,000	100%
(3) Training and Workshops	575,000	100%
(4) Incremental Operating Costs	375,000	100%
<b>TOTAL AMOUNT</b>	<b>16,000,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed thirty two thousand Special Drawing Rights (SDR 32,000) equivalent may be made for payments made prior to this date but on or after February 10, 2011, for Eligible Expenditures.
2. The Closing Date is September 30, 2016.

**SCHEDULE 3****Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each April 15 and October 15:	
commencing October 15, 2021 to and including April 15, 2031	5%

\* The percentage represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.



**APPENDIX****Section I. Definitions**

1. “Anti-Corruption Guidelines” means 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.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006 and May 2010.
4. “Department for Development Financing and Cooperation” means the Recipient’s Department for Development Financing and Cooperation located within the MOF, or any successor thereto.
5. “Department of Financial and Economic Policy” means the Recipient’s Department of Financial and Economic Policy located within the MOF, or any successor thereto.
6. “Department of Fiscal Policy” means the Recipient’s Department of Fiscal Policy located within the MOF, or any successor thereto.
7. “Displaced Person” means a person who, on account of Project implementation, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in (i) relocation, or loss of shelter; (ii) loss of assets, or access to assets; or (iii) loss of income sources, or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihood of such person; and “Displaced Persons” means, collectively, all such persons.
8. “Environmental and Social Management Framework” and “ESMF” mean the framework satisfactory to the Association, duly approved by the Recipient on December 20, 2010 and referred to in Section I.D. of Schedule 2 to this Agreement, which sets forth the principles and procedures, governing, *inter alia*: (i) screening for eligible activities under the Project; (ii) screening for potential safeguard issues, including the required actions to prepare, consult and disclose safeguard documents, including, *inter alia*: Environmental Management Plans, and Resettlement Action Plans, when required; and (iii) the environmental protection measures, if any, required to be undertaken in order to avoid or mitigate potential adverse environmental impacts; as said framework may be

revised from time to time with the prior written approval of the Association, and such term includes any annexes or schedules to such framework.

9. “Environmental Management Plan” means the plan, to be developed for a downstream public-private partnership project in accordance with the Environment and Social Management Framework and agreed with the Association, and setting out mitigation measures, environmental management and supervision structures, and institutional capacity building through training, to eliminate any adverse environmental impacts of activities to be implemented under the Project, offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such plan, and “Environmental Management Plans” means, collectively, all such plans.
10. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
11. “Incremental Operating Costs” means reasonable expenditures directly related to the Project, incurred by the Recipient (which expenditures would not have been incurred absent the Project), based on an annual budget for such costs approved *ex-ante* in writing by the Association, including expenditures for office rentals, office consumables, communications, vehicles operating and repair costs, in-country travels costs, lodging and per-diems for Project staff, salaries of contractual staff (other than consultants), translation and printing of key documents, advertising expenses and banking charges, but excluding salaries, bonuses, fees and honoraria of members of the Recipient’s civil service.
12. “Ministry of Finance” and the acronym “MOF” mean the Recipient’s Ministry of Finance, or any successor thereto.
13. “Ministry of Mineral Resources and Energy” means the Recipient’s Ministry of Mineral Resources and Energy, or any successor thereto.
14. “Ministry of Nature, Environment and Tourism” means the Recipient’s Ministry of Nature, Environment and Tourism, or any successor thereto.
15. “Ministry of Roads, Transport, Construction and Urban Development” means the Recipient’s Ministry of Roads, Transport, Construction and Urban Development, or any successor thereto.
16. “National Development and Innovation Committee” means the Recipient’s National Development and Innovation Committee, established pursuant to Ikh Hural’s Resolution No. 43 of December 19, 2008 and the Prime Minister’s Resolution No. 8 of January 26, 2009, or any successor thereto.

17. “National Water Committee” means the Recipient’s National Water Committee, established pursuant to the Government Resolution No. 214 of September 24, 2001, or any successor thereto.
18. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006 and May 2010.
19. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated February 7, 2011 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
20. “Project Implementation Manual” means the manual referred to in Section I.B of Schedule 2 to this Agreement, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.
21. “Project Management Unit” means the unit referred to in paragraph 2 of Section I.A of Schedule 2 to this Agreement.
22. “Project Steering Committee” or “PSC” means the committee referred to in Section 4.01(c) and Section I.A.1 of Schedule 2 to this Agreement, as such committee may be reconstituted from time to time with the prior written agreement of the Association.
23. “PPP” means public-private partnership.
24. “Resettlement Action Plan” means the plan, to be developed for a downstream public-private partnership project in accordance with the Environment and Social Management Framework and agreed with the Association, and setting out the mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to carry out acquisition of land and other assets, compensation, resettlement, and rehabilitation of Displaced Persons under the Project, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such plan, and “Resettlement Action Plans” means, collectively, all such plans.
25. “State Property Committee” means the Recipient’s agency established and operating under the Recipient's Law on State and Local Property dated May 27, 1996, and Government Resolution No.177, dated July 31, 1996, responsible for the owning, using and protecting the state property, or any successor thereto. .
26. “Training and Workshops” means the cost of training financed under the Project, based on an annual budget for such costs approved *ex-ante* in writing by the

Association, and attributable to seminars, workshops, and study tours, along with the cost of travel and subsistence 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.