**CREDIT NUMBER 6874-BD** 

# **Financing Agreement**

(Accelerating and Strengthening Skills for Economic Transformation Project)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### **CREDIT NUMBER 6874-BD**

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between PEOPLE'S REPUBLIC OF BANGLADESH ("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 two hundred eleven million seven hundred thousand Special Drawing Rights (SDR 211,700,000 (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05 The Interest Charge is one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are May 15 and November 15 in each year.

- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Dollar.

#### ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project 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.

#### ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its Senior Secretary/Secretary or the Additional Secretary, or any Joint Secretary, Joint Chief, Deputy Secretary, Deputy Chief, Senior Assistant Secretary, Senior Assistant Chief, Assistant Secretary or Assistant Chief of the Economic Relations Division of the Ministry of Finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Economic Relations Division Ministry of Finance Sher-e-Bangla Nagar Dhaka 1207 Bangladesh

(b) the Recipient's Electronic Address is:

Facsimile: +88029180788 / +88029180671 E-mail: secretary@erd.gov.bd

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:

Facsimile:

1-202-477-6391

AGREED as of the Signature Date.

### PEOPLE'S REPUBLIC OF BANGLADESH

By

C.	•		
14	- willing		
	Authorized Representative		
Name: _	Fatima Yasmin		
Title:	Secretary Economic Relations Division Ministry of Finance Govt of the People's Republic of Bangladesh		
Date:	18 October 2021		

# INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Mohentoon

Authorized Representative Mercy Miyang Tembon

Name:

Title: \_\_\_\_\_ Country Director

16-oct-2021
Date:

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#### **SCHEDULE 1**

#### **Project Description**

The objective of the Project is to equip Bangladeshi youth and workers, including women and the Disadvantaged, with Skills Demanded for the Future of Work and improved employment prospects.

The Project consists of the following parts:

# Part 1: Transforming Formal Skills Development for Future of Work, Inclusiveness, and Resilience

- 1.1. <u>Strengthening Graduate Employability and Inclusiveness of Diploma Courses for</u> <u>Priority Sectors</u>
  - (i) Provision of Institutional Development Grants (ID Grants) to Diploma Institutions for their capacity development.
  - (ii) Provision of professional development programs for teachers and managers of Diploma Institutions.

#### 1.2. Expanding Market-Demanded and Inclusive Formal Short-Courses for Priority Sectors

- (i) Provision of Performance-Based Grants (PB Grants) to Technical Training Institutes to support quality improvement, market-linkage enhancement and equitable access for formal short courses.
- (ii) Provision of teacher training programs for Technical Training Institutes.

#### 1.3. Establishing an International Standard Model Polytechnic Institute

Establishment of a model diploma institution, following international-level high quality, industry integration and inclusive practices.

#### 1.4. COVID-19 Response Actions to Build Resilience in the TVET Sector

- (i) Support for connectivity and content development for rolling out online/blended diploma courses.
- (ii) Provision of digital devices and connectivity for students unable to afford devices.
- (iii) Development and implementation of campaign to prevent pandemic-induced student dropout.

#### Part 2: Innovative Skills Development Programs for Employment and Empowerment

2.1 Expanding Enterprise-based Training for Competitiveness and Inclusiveness

Provision of Skills Development Plans Grants (SDP Grants) to Industry Groups to support scaling up of enterprise-based skills programs.

2.2 Recognizing the Skills of Informal Sector Workers

Support for Recognition of Prior Learning (RPL) for informal sector workers, including expansion of RPL assessment centers, certification of institutions as Registered Training Organizations, development of industry assessors, provision of assessments, and awareness-raising for employers.

# Part 3: Capacity Development, Project Management, Social Marketing and Monitoring & Evaluation

- 3.1. Enhancing the Institutional Capacity of Central Government Agencies of the Skills Development System
  - (i) Strengthening of institutional capacity of key central government agencies for skills.
  - (ii) Capacity development of selected industry skills councils.

#### 3.2. Project Management, Social Marketing, Monitoring and Evaluation

- (i) Support for Project management, implementation, monitoring and evaluation, capacity development for PIU and key policymakers, social and environmental safeguard supervision, and operational and policy coordination across implementing agencies and partner agencies.
- (ii) Development and implementation of communication campaigns to spread awareness about skills development among individuals, families, communities and industry.
- (iii) Support for monitoring and evaluation, including through data collection from Project implementing entities, feedback surveys, evaluation studies, tracer studies and third-party verifications.

#### Part 4: Contingent Emergency Response Component

Provision of immediate response to an Eligible Crisis or Health Emergency.

#### SCHEDULE 2

#### **Project Execution**

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

#### A. Institutional Arrangements

- 1. The Recipient shall vest the overall responsibility for implementation of the Project in the TMED, which shall implement the Project through DTE and in collaboration with Partner Implementing Agencies.
- 2. The Recipient shall establish within three (3) months of the Effective Date, and thereafter maintain throughout the course of Project implementation, a Project steering committee (PSC) with a mandate, functions, composition and resources, as set forth in the Project Operations Manual. Without limitation on the foregoing, said committee shall: (a) be chaired by the Secretary, TMED; (b) include representatives from all Partner Implementing Agencies; and (c) be responsible for, *inter alia*, making policy-level decisions for the Project and resolving coordination issues.
- 3. The Recipient shall establish within three (3) months of the Effective Date, and thereafter maintain throughout the course of Project implementation, a Project implementation committee (PIC) with a mandate, functions, composition and resources, as set forth in the Project Operations Manual. Without limitation on the foregoing, said committee shall: (a) be chaired by the Director General, DTE; (b) include representatives from all Partner Implementing Agencies; and (c) be responsible for, *inter alia*, making operation-level decisions for the Project and resolving implementation issues.
- 4. The Recipient shall establish within three (3) months of the Effective Date, and thereafter maintain throughout the course of Project implementation, an advisory committee with a mandate, functions, composition and resources, as set forth in the Project Operations Manual. Without limitation on the foregoing, said committee shall: (a) be chaired by the Chief Coordinator of Sustainable Development Goals under its Prime Minister's Office; (b) include representatives from Partner Implementing Agencies; and (c) be responsible for, *inter alia*, supporting inter-ministerial coordination.
- 5. The Recipient shall establish within three (3) months of the Effective Date, and thereafter maintain throughout the course of Project implementation, a Project Management Unit ("PMU") within DTE, with a mandate, functions and resources as set forth in the Project Operations Manual, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association. Without limitation on the foregoing, said PMU shall: (a) be headed by a Project director and supported by representatives from all Partner Implementing Agencies; and

(b) be responsible for, *inter alia*: (i) planning, coordination, implementation and monitoring and evaluation of Project activities; (b) procurement and financial management; (c) social and environmental safeguards; and (d) reporting on Project progress.

#### **B. Project Operations Manual**

- 1. The Recipient shall prepare, approve and adopt, in a manner satisfactory to the Association within four (4) months of the Effective Date, a Project Operations Manual, setting forth the specific rules and procedures for implementing the Project, including, *inter alia*: (a) detailed description of Project activities; (b) results framework; (c) overall budget; (d) implementation arrangements for the Project; (e) eligibility and selection criteria and procedures, implementation modalities, monitoring arrangements and model templates for agreements for the Grants; (f) arrangements for funds flow, accounting, internal control, reporting and oversight; (g) Project's safeguards requirements; (h) communication strategies; (i) requirements and procedures for procurement management and due diligence; and (j) requirements and procedures for collection, use and processing (including transfers to third parties) of any Personal Data collected under the Project to ensure legitimate, appropriate and proportionate treatment of such data.
- 2. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the Project Operations Manual and/or any provision thereof.
- 3. In the event of any inconsistency between the provisions of the Project Operations Manual and those of this Agreement, this Agreement shall govern.

#### C. ID Grants, SDP Grants and PB Grants

- 1. The Recipient, through DTE, shall invite, in accordance with the Project Operations Manual:
  - (a) Diploma Institutions to submit proposals for financing through ID Grants for purposes of Part 1.1(i) of the Project;
  - (b) Technical Training Institutes to submit proposals for financing through PB Grants for purposes of Part 1.2(i) of the Project; and
  - (c) Industry Groups to submit proposals for financing through SDP Grants for purposes of Part 2.1 of the Project.
- 2. The Recipient, through DTE, shall ensure that the ID Grants, SDP Grants and PB Grants are made to selected Diploma Institutions, Industry Groups, and Technical

Training Institutes ("Beneficiaries") in accordance with the eligibility criteria and procedures set forth in the Project Operations Manual.

- 3. Upon selection of Beneficiaries and the award of a Grant, the DTE, shall enter into a written agreement (the "Grant Agreement") with the Beneficiary, under terms and conditions acceptable to the Association, as set forth in the Project Operations Manual, and pursuant to the respective template agreements prescribed in the Project Operations Manual, which agreement shall provide, *inter alia*:
  - (a) that the Beneficiary shall carry out activities financed by the respective Grant with due diligence and efficiency and in accordance with sound technical, financial, environmental and managerial standards, including the provisions of the Project Operations Manual, the Procurement Regulations, the Anti-Corruption Guidelines and the ESCP;
  - (b) the requirement that the Beneficiary shall use the proceeds of the Grant to finance only the eligible expenditures set forth in the Project Operations Manual and the approved grant proposal; and maintain adequate records the reflect the proper administration and use of the resources awarded under the respective Grant;
  - (c) in case of PB Grants, the requirement that the PB Grant be disbursed upon the Beneficiary's achievement of specific, measurable, verifiable and attributable indicators/results set forth in the respective Grant Agreement and/or the Project Operations Manual;
  - (d) that the Beneficiary shall: (i) establish and/or maintain policies and procedures that would allow the Recipient and/or the Association to carry out supervision and monitor the implementation of the Grant; (ii) prepare and furnish to the Recipient and/or the Association, all such information that the Recipient and/or the Association shall reasonably request in relation to the Grant; and (iii) accept random and/or unannounced physical or documentary inspections by the Recipient and/or the Association for the monitoring of, and in relation to, the carrying out of the Grant;
  - (e) that the Beneficiary shall: (i) maintain records and accounts adequate to reflect, in accordance with sound accounting practices, the operations, resources and expenditures incurred in the implementation of the respective Grant; and (ii) whenever required by the Association or the Recipient, have such records and accounts audited in accordance with appropriate auditing principles consistently applied by an independent auditor;
  - (f) the right of the Recipient to suspend or terminate the right of the Beneficiary to withdraw and use the proceeds of the respective Grant:

- (i) upon any failure of the Beneficiary to perform it obligations under the Grant Agreement; or
- (ii) upon the Association declaring the Beneficiary ineligible under the Anti-Corruption Guidelines;
- (g) the Recipient's right of restitution of any amounts disbursed to the Beneficiary under the Grant with respect to which fraud and corruption has occurred, or with which an ineligible expenditure has been paid; and
- (h) the closing date for each Grant, which date shall fall on or before the date set forth in Section III.B.2 of Schedule 2 to this Agreement.
- 4. The Recipient shall exercise its rights under each Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any of the Grant Agreements or any of their provisions.

#### D. Environmental and Social Standards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

- 4. The Recipient shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, any labor dispute and any case of sexual exploitation, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers as applicable under the ESSs, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

#### E. Expenditures to be Financed with Counterpart Funds

The Recipient shall: (a) ensure that the following expenditures are financed exclusively out of its own resources and not out of the proceeds of the Financing; and (b) provide, promptly as needed, the resources needed for this purpose:

(i) all costs associated with land and land use rights required for the purposes of the Project;

- (ii) procurement of vehicles, recurrent expenditures for the purpose of attending meetings, conferences, seminars, workshops and study visits (sitting allowances / cash per diems/honoraria, notwithstanding eligible expenditures under Incremental Operating Costs and Training), and recurrent expenditures for fuel, under the Project;
- (iii) taxes exceeding fifteen (15) percent of the total amount of Financing;
- (iv) costs associated with construction and/or development of model diploma institution under Part 1.3 of the Project; and
- (v) direct costs of RPL assessments under Part 2.2. of the Project.

#### F. Contingent Emergency Response

- 1. In order to ensure the proper implementation of activities under the Contingent Emergency Response Component (CER Component), the Recipient shall:
  - (a) prepare and furnish to the Association for its review and approval, a Contingent Emergency Response Component Manual ("CERCM") which shall set forth detailed implementation arrangements for the CER Component, including: (i) designation of, terms of reference for and resources to be allocated to, the entity or entities to be responsible for the coordination and implementation of the CER Component ("Coordinating Authority"); (ii) specific activities which may be included in the CER Component, eligible expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CER Component; (iv) procurement methods and procedures for the CER Component; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of any relevant social and environmental instruments to the CER Component; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CER Component;
  - (b) afford the Association a reasonable opportunity to review the proposed CERCM;
  - (c) promptly adopt the CERCM for the CER Component as accepted by the Association;
  - (d) ensure that the CER Component 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 the latter agreement shall prevail; and
  - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERCM without the prior written approval by the Association.

- 2. After the Recipient has determined that an Eligible Crisis or Health Emergency has occurred, the Recipient shall prepare and furnish to the Association for its review and approval, in accordance with the provisions set forth in the CERCM, a Contingent Emergency Response Implementation Plan ("CERIP") which shall set forth detailed arrangements for the activation of CER Component, including: (i) specific activities to be financed out of the Emergency Expenditures; (ii) itemized costs for each expenditure item; (iii) implementation arrangements for the CER Component, as defined in the CERCM or with proposed amendments; (iv) procurement plan for the CER Component; (v) details regarding compliance with environmental and social instruments; and (vi) any other arrangements necessary to ensure proper implementation of the CER Component.
- 3. The Recipient shall, throughout the period of implementation of the CER Component, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
- 4. The Recipient shall undertake no activities under the CER Component (and no activities shall be included in the CER Component) unless and until the following conditions have been met in respect of said activities:
  - (a) (i) the Recipient has determined that an Eligible Crisis or Health Emergency has occurred; (ii) the Recipient has furnished to the Association a request to include said activities in the CER Component in order to respond to said Eligible Crisis or Health Emergency; and (iii) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
  - (b) (i) the Recipient has prepared and disclosed all social and environmental instruments required for said activities, in accordance with the CERCM; (ii) the Association has approved all such instruments; and (iii) the Recipient has implemented all actions which are required to be taken under said instruments prior to the commencement of such activities.

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

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

#### Section III. <u>Withdrawal of the Proceeds of the Financing</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 Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
<ul> <li>(1) Goods (excluding vehicles), works, non-consulting services, consulting services, Incremental Operating Costs and Training for the Project (excluding expenditures set forth under Section I.E of this Schedule 2)</li> </ul>	31,750,000	100%
(2) ID Grants	67,050,000	65% of the amounts disbursed
(3) PB Grants	42,350,000	65% of the amounts disbursed
(4) SDP Grants	70,550,000	100% of the amounts disbursed
(5) Emergency Expenditures	0	100%
TOTAL AMOUNT	211,700,000	

#### 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) under Categories (2), (3) or (4), until and unless the Recipient has prepared, approved and adopted the Project Operations Manual in form and manner satisfactory to the Association.
- (c) under Category (5), unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met:
  - (i) the Recipient has determined that an Eligible Crisis or Health Emergency has occurred, has furnished to the Association a request to include certain activities in the Contingent Emergency Response Component (CER Component) in order to respond to said Eligible Crisis or Health Emergency, and the Association has agreed with such determination, accepted said request, and notified the Recipient thereof;
  - (ii) the Recipient has prepared and disclosed all environmental and social instruments, acceptable to the Association, required for said activities, and has implemented any actions which are required to be taken under said instruments all in accordance with the provisions of Section I.F.4(b) of Schedule 2 to this Agreement;
  - (iii) the Recipient has provided sufficient evidence satisfactory to the Association that the Coordinating Authority has adequate staff and resources in accordance with the provision of Section I.F.3 of Schedule 2 to this Agreement, for the purposes of said activities; and
  - (iv) the Recipient has adopted a CERCM in form, substance and manner acceptable to the Association and the provisions of the CERCM remain, or have been updated in accordance with the provisions of Section I.F.1(a) of Schedule 2 to this Agreement, so as to be appropriate for the inclusion and implementation of said activities under the respective CER Component.
- 2. The Closing Date is December 31, 2026.

#### Section IV. Other Undertakings

The Recipient shall finance 35% of the amount for the ID Grant and for the PB Grant out of its own resources, and to this end, shall promptly disburse the corresponding amounts to the Beneficiaries of ID Grant and PB Grant when the Beneficiaries become eligible for such disbursement.

### **SCHEDULE 3**

## **Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
commencing November 15, 2026 to and	1.65%
including May 15, 2046	
commencing November 15, 2046 to and	3.40%
including May 15, 2051	

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

#### APPENDIX

#### **Definitions**

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 2. "Bangladesh Technical Education Board" means the TMED's Bangladesh Technical Education Board, established and operating pursuant to Recipient's Technical Education Act, 2018.
- 3. "Beneficiary" means a Diploma Institution selected to receive ID Grant, an Industry Group selected to receive SDP Grant, or a Technical Training Institute selected to receive PB Grant, in accordance with Section I.C of Schedule 2 to this Agreement.
- 4. "Bureau of Manpower, Employment and Training" means the Bureau of Manpower, Employment and Training under the Recipient's Ministry of Expatriates' Welfare and Overseas Employment, or any successor thereto.
- 5. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 6. "Contingent Emergency Response Component" or "CER Component" means Part 4 of the Project, as described in Schedule 1 to this Agreement.
- 7. "Contingent Emergency Response Component Manual" or "CERCM" means the manual referred to in Section I.F.1(a) of Schedule 2 to this Agreement, acceptable to the Association, to be adopted by the Recipient for the implementation of the CER Component, in accordance with the provision of said Section.
- 8. "Contingent Emergency Response Implementation Plan" or "CERIP" means the action plan referred to in Section I.F.2 of Schedule 2 to this Agreement, acceptable to the Association, to be prepared by the Recipient for the implementation of the CER Component, in accordance with the provision of said Section.
- 9. "Coordinating Authority" means the entity or entities designated by the Recipient in the CERCM, and approved by the Association pursuant to Section I.F.1(a) of Schedule 2 to this Agreement, to be responsible for coordinating and implementing the CER Component.

- 10. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 11. "Diploma Institution" means a training institution that offers diploma level education and training, affiliated with the Recipient's accreditation agencies.
- 12. "Directorate General of Medical Education" means the Directorate General of Medication Education under the Recipient's Ministry of Health and Family Welfare, or any successor thereto.
- 13. "Directorate General of Nursing and Midwifery" means the Directorate General of Nursing and Midwifery under the Recipient's Ministry of Health and Family Welfare, or any successor thereto.
- 14. "Disadvantaged" means groups of people who face significant social or economic vulnerabilities, including people with disabilities, ethnic minorities, transgender persons, people with education attainment below grade 8, and workers/potential workers of micro-enterprises or informal sector, especially those who became unemployed due to COVID-19.
- 15. "DTE" means the Recipient's Directorate of Technical Education within TMED, or any successor thereto.
- 16. "Eligible Crisis" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 17. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERCM, in accordance with the provision of Section I.F.1(a) of Schedule 2 to this Agreement, and required for the activities described in such manual to be financed under the CER Component.
- 18. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated April 8, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
- "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social

Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Traditional Communities": Saharan Historically Underserved Local (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.

- 20. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020).
- 21. "Grant" means an ID Grant, SDP Grant or PB Grant.
- 22. "Grant Agreement" means the agreement to be entered into by and between a Beneficiary and the DTE, pursuant to Section I.C of Schedule 2 to this Agreement, and in accordance with the provisions of the Project Operations Manual.
- 23. "Health Emergency" means an event that has caused, or is likely to imminently cause, a major adverse health impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 24. "Incremental Operating Costs" mean the reasonable costs required for the day-today coordination, administration and supervision of Project activities, for leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises; office rent; office supplies; utilities; consumables; communication expenses; translation; printing, photocopying and postal expenses; bank charges; advertising expenses; insurance; costs of clearing, forwarding, inspection, survey and transportation of goods; Project-related meeting expenses; Project-related travel, subsistence and lodging expenses, provided that such Incremental Operating Costs are paid to the eligible recipient through the banking system (except for petty cash expenses following the Recipient's existing policy); and salaries and allowances of contractual staff (other than consultants) but excluding salaries and salary top ups of the Recipient's civil servants, workshop allowances, sitting allowances, cash per diems, honoraria, and fuel.
- 25. "Industry Group" means association of companies and entities formally established and operating for the benefit of the economic sector in the Recipient's territory, including, but not limited to, industry associations, employers' federations, trade groups, and industry skills councils.

- 26. "Institutional Development Grant" or "ID Grant" means a grant under Part 1.1(i) of the Project, awarded to a Diploma Institution, in accordance with Section I.C of Schedule 2 to this Agreement.
- 27. "National Skills Development Authority" means the Recipient's National Skills Development Authority under the Recipient's Prime Minister's Office, responsible for coordinating skills development activities, formulating curriculum, improving quality of training and providing certification in order to meet the demand of labour market.
- 28. "Partner Implementing Agency" means any of the following agencies: Bangladesh Technical Education Board; Bureau of Manpower, Employment and Training; Directorate General of Medical Education; State Medical Faculty; the Recipient's Ministry of Industries; and the Directorate General of Nursing and Midwifery.
- 29. "Performance-Based Grant" or "PB Grant" means a grant under Part 1.2(i) of the Project, awarded to a Technical Training Institute, in accordance with Section I.C of Schedule 2 to this Agreement.
- 30. "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.
- 31. "Procurement Regulations" means, for purposes of paragraph 87 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.
- 32. "Project Management Unit" or "PMU" means the unit referred to under Section I.A.5 of Schedule 2 to this Agreement.
- 33. "Project Operations Manual" means the manual to be prepared, approved and adopted by the Recipient in accordance with Section I.B of Schedule 2 to this Agreement.
- 34. "Registered Training Organization" means a training providing institution that is registered with the Bangladesh Technical Education Board, or is registered by the National Skills Development Authority as a skills training provider, to provide competency-based training and assessment.

- 35. "RPL" means recognition of prior learning.
- 36. "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.
- 37. "Skills Demanded for the Future of Work" means skill areas for emerging occupations in priority areas identified by training providers, and skill areas identified by industry partners in their sectors.
- 38. "Skills Development Plans Grant" or "SDP Grant" means a grant under Part 2.1 of the Project, awarded to an Industry Group, in accordance with Section I.C of Schedule 2 to this Agreement.
- 39. "State Medical Faculty" means the State Medical Faculty of Bangladesh under the Recipient's Ministry of Health and Family Welfare, or any successor thereto.
- 40. "Technical Training Institute" means any training institutions that provide shortterm technical training courses, including, but not limited to, public and private technical training center and technical school and college in the Recipient's territory.
- 41. "TMED" means the Technical and Madrasah Education Division of the Recipient's Ministry of Education, or any successor thereto.
- 42. "Training" means the reasonable costs required for the participation of personnel involved in training activities, workshops, seminars, conferences and study tours under the Project, which have been approved by the Association in writing on a bi-annual basis, including: (a) travel, hotel, and subsistence costs associated to training, workshops, seminars, conferences and study tours provided that such costs are paid directly to the eligible recipient using the banking system; and (b) costs associated with rental of training and workshop facilities; preparation and reproduction of training, workshop, seminar and conference materials; and other costs directly related to preparation and implementation of any training course, workshop, seminar, conference or study tour; but excluding sitting allowances and honorarium of any nature.
- 43. "TVET" means technical and vocational education and training.