

**CONFORMED COPY**

**LOAN NUMBER 7481-DO**

# **Loan Agreement**

**(Social Protection Investment Project)**

**between**

**DOMINICAN REPUBLIC**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**Dated September 18, 2007**

**LOAN NUMBER 7481-DO**

**LOAN AGREEMENT**

Agreement dated September 18, 2007, between the DOMINICAN REPUBLIC (“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) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in the Loan 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, on the terms and conditions set forth or referred to in this Agreement, the amount of nineteen million four hundred thousand Dollars (\$19,400,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement (“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 IV of Schedule 2 to this Agreement.
- 2.03. The Commitment Charge payable by the Borrower shall be equal to three-fourths of one percent (3/4 of 1%) per annum on the Unwithdrawn Loan Balance, subject to any waiver of a portion of such charge as may be determined by the Bank from time to time.
- 2.04. The Front-end Fee payable by the Borrower shall be equal to one percent (1.0%) of the Loan amount, subject to any waiver of a portion of such fee as may be determined by the Bank from time to time.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed Spread, subject to any waiver of a portion of such interest as may be determined by the Bank from time to time; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion

Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions.

- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan from a Variable Rate to a Fixed Rate, or vice versa; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.04 (c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

### **ARTICLE III—PROJECT**

- 3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower, through the Social Cabinet, and with the assistance of CEC and CCSC, shall carry out the Project in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

#### **ARTICLE IV—REMEDIES OF THE BANK**

- 4.01. The Additional Events of Suspension consist of the following:
- (a) CEC shall have failed to perform any of its obligations under the CEC Inter-Institutional Agreement.
  - (b) The Borrower or any other authority having jurisdiction shall have taken any action for the modification, dissolution or disestablishment of the Social Cabinet so as to affect materially and adversely, in the opinion of the Bank, the ability of the Borrower to perform any of its obligations under this Agreement.
  - (c) The Borrower or any other authority having jurisdiction shall have taken any action for the modification, dissolution or disestablishment of the SIUBEN so as to affect materially and adversely, in the opinion of the Bank, the ability of the Borrower to perform any of its obligations under this Agreement.
- 4.02. The Additional Events of Acceleration consist of the following:
- (a) The event specified in paragraph (a) of Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Bank to the Borrower.
  - (b) The events specified in paragraphs (b) or (c) of Section 4.01 of this Agreement occurs.

#### **ARTICLE V—EFFECTIVENESS**

- 5.01. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement, but in no case later than the eighteen (18) months after the Bank's approval of the Loan which expire on February 2, 2009.

**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Borrower's Representative is its *Secretario de Estado de Hacienda*.

6.02. The Borrower's Address is:

Secretaria de Estado de Hacienda  
Avenida México No. 45, Gazcue  
Santo Domingo, República Dominicana

Tel: (809) 687-5131                      Facsimile: (809) 688-8838

6.03. The Bank's Address is:

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

Cable address: INTBAFRAD                      Telex: 248423(MCI) or 64145(MCI)                      Facsimile: 1-202-477-6391  
Washington, D.C.

AGREED at the District of Columbia, United States of America, as of the day and year first above written.

DOMINICAN REPUBLIC

By /s/ Vicente Vengoa

Authorized Representative

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By /s/ Caroline Anstey

Authorized Representative

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to improve the coverage, targeting and effectiveness of the Borrower's social protection programs, through: (i) the provision of legal identity documents to the Borrower's poor population; (ii) institutional strengthening of targeting mechanisms; and (iii) the strengthening of systems for monitoring and evaluation of the Borrower's social programs.

The Project consists of the following parts:

#### **Part 1: Provision of National Identity Documents**

- A. Carrying out of targeted communications campaigns to emphasize the importance of obtaining national identification documents and to disseminate the steps required to obtain them, including, *inter alia*: (i) the development and broadcasting of radio spots, production and distribution of posters, brochures and guidelines; and (ii) the carrying out of liaison activities with local community leaders to carry out dissemination campaigns targeted to poor families.
- B. Provision of assistance to identified poor households to obtain their national identity documents through the contracting of para-legal staff for the Borrower's Social Cabinet and the provision of training, equipment, office furniture, the printing of guides and personal data forms, and transportation costs in support of such staff.
- C. Strengthening the Borrower's National Civil Registry through:
  - (i) the issuance during Project implementation, by the Borrower's National Civil Registry, of late birth certificates and national identity documents for the beneficiaries identified by SIUBEN;
  - (ii) the rehabilitation of the Borrower's National Civil Registry's offices; and
  - (iii) the contracting of para-legal staff for the Borrower's Supreme Court and the Borrower's Attorney General's Office.

#### **Part 2: Strengthening of Social Protection Services**

- A. Strengthening the Borrower's Social Cabinet's institutional capacity to play an effective role in the Borrower's strategy to reduce poverty, including, *inter alia*, strengthening its capacity for managing the reform of the social assistance sector.

- B. Strengthening SIUBEN's institutional capacity, through the provision of ICT equipment, survey administration and processing services, staff training and technical assistance.
- C. Enhancement of transparency and capacity for impact assessment of the Borrower's social protection programs and poverty reduction strategy, including social audits and monitoring by civil society.

**Part 3: Project Coordination**

Strengthening of the Social Cabinet's technical coordination unit's and directorate of financial management's (DAF) capacity to carry out the Project, including the contracting of a project coordinator, a legal identity specialist, a social protection specialist, a monitoring and evaluation specialist, a procurement specialist, a financial management specialist, and other necessary staff, and the provision of equipment and the carrying out of training.



## SCHEDULE 2

### Project Execution

#### **Section I. Institutional Arrangements**

##### **A. Implementation Agreements**

1. To facilitate the carrying out of the Project, the Borrower, through the Social Cabinet, shall enter into an agreement with CEC (the CEC Inter-Institutional Agreement), under terms and conditions approved by the Bank, including those set forth in the Operational Manual, to reflect CEC's obligations under Part 1 of the Project.
2. The Borrower, through the Social Cabinet, may enter into an agreement with UNDP (the UNDP Implementation Agreement) for the implementation of Part 1.C (ii) of the Project, under terms and conditions satisfactory to the Bank, including those set forth in the Operational Manual, to reflect UNDP's obligations under the Project, including, *inter alia*, the preparation of the terms of reference, hiring of consultants, payment of contracts, and provision of technical assistance for its respective part of the Project.
3. The Borrower, through the Social Cabinet, shall enter into an agreement with CCSC (the CCSC Implementation Agreement), under terms and conditions approved by the Bank, to reflect: (a) CCSC's obligations under the Project, including, *inter alia*, the design of the terms of reference for the monitoring and evaluation activities of Part 1 of the Project and the provision of technical assistance to the Borrower for the selection of the civil society organizations which shall carry out the monitoring and evaluation activities of Part 1 of the Project; and (b) the Social Cabinet's obligation to transfer to CCSC the necessary funds for the carrying out of CCSC's obligations under the CCSC Implementation Agreement.
4. The Borrower, through the Social Cabinet, shall exercise its rights under the CEC Inter-Institutional Agreement, the UNDP Implementation Agreement (should it be entered into), and the CCSC Implementation Agreement, in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower, through, the Social Cabinet, shall not assign, amend, abrogate, waive or fail to enforce the CEC Inter-Institutional Agreement, the UNDP Implementation Agreement and the CCSC Implementation Agreement.

**B. Institutional Arrangements**

1. At all times during the execution of the Project, the Borrower's Social Cabinet shall maintain within itself the technical coordination unit responsible for the implementation of the Project, with staffing, functions and responsibilities satisfactory to the Bank, including the following responsibilities:
  - (a) overall planning, coordination and monitoring of Project activities;
  - (b) the updating of the Procurement Plan and the elaboration of the Annual Implementation Plan; and
  - (c) the preparation of consolidated financial reports and the contracting of external audits.

**C. Manuals**

1. The Borrower, through the Social Cabinet and CEC, shall, and shall cause the Project to be carried out in accordance with the terms of a manual satisfactory to the Bank (the Operational Manual). Except as the Bank shall otherwise agree, the Borrower shall not amend, waive or fail to enforce the Operational Manual or any provision thereof. In case of any conflict between the terms of this Agreement and those of the Operational Manual, the terms of this Agreement shall prevail.
2. The Operational Manual shall include provisions detailing procedures and guidelines for the carrying out of the Project, including, *inter alia*:
  - (a) the procedures for the preparation, review and approval of reports pursuant to the Project's financial management arrangements;
  - (b) procurement and contracting procedures consistent with Schedule 2 to this Agreement, to be applicable to the contracts for the works, goods, consultants' services and services (other than consultants' services) required for the Project and to be financed out of the proceeds of the Loan;
  - (c) Project performance indicators and the procedures for the monitoring and evaluation of the Project, including the provisions of Section II of Schedule 2 to this Agreement;
  - (d) the procedures for the Borrower's preparation, review and approval of Loan proceeds withdrawal applications to the Bank, in conformity with the instructions that the Bank may give to the Borrower in this respect; and

(e) CEC's obligations under the Project.

3. The Operational Manual shall be reviewed annually by the Social Cabinet and the Bank as part of the Project supervision.

**D. Other Covenants**

The Borrower, through the Social Cabinet and its National Civil Registry, shall review and adjust annually to the satisfaction of the Bank, the costs of salaries used to produce and issue the identity documents referred to in Part 1.C (i) of the Project. Such adjustment shall be unnecessary if the Bank is satisfied that said review reveals no change in such costs.

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

**A. Project Reports**

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators set forth in the Operational Manual. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than one month after the end of the period covered by such report.
2. The Borrower shall carry out an in-depth review (the Mid-Term Review) jointly with the Bank not later than two years after the Effective Date or such later date as the Bank shall agree, on the progress achieved in the implementation of the Project.
3. For purposes of Section 5.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than six months after the Closing Date.
4. The Borrower shall submit, throughout Project implementation, to the Bank, an annual operational review of the cost of salaries to produce the identity documents referred to in Section I.D of this Schedule, which review should be carried out by a firm contracted with terms of reference satisfactory to the Bank. The first review should be submitted to the Bank not later than twelve months after the implementation of Part 1.C (i) of the Project.
5. The Borrower, through the Social Cabinet, shall submit annually to the Bank a plan detailing the activities to be carried out under the Project the following year (the Annual Implementation Plan), starting on January 1, 2008.

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

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank as part of the Project Report not later than 30 days after each calendar semester, interim un-audited financial reports for the Project covering the calendar semester, in form and substance satisfactory to the Bank.
3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one FY of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than three months after the end of such period.

**Section III. Procurement**

**A. General**

1. **Goods and Works and Non-Consultant Services.** All goods, works and non-consultant services required for the Project and to be financed out of the proceeds of the Loan 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 Schedule.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan 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 Schedule.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank 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 Works, Goods and Non-consultant Services**

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

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

| <b><u>Procurement Method</u></b> |
|----------------------------------|
| (a) National Competitive Bidding |
| (b) Shopping                     |
| (c) 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 the 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 Method</u></b>                   |
|--|
| (a) Quality-Based Selection                        |
| (b) Selection under a Fixed Budget                 |
| (c) Least-Cost Selection                           |
| (d) Selection Based on Consultant's Qualifications |
| (e) Single Source Selection                        |
| (f) Selection of Individual Consultants            |

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

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

**Section IV. Withdrawal of Loan Proceeds**

**A. General**

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank may specify by notice to the Borrower

(including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to: (a) finance the Front-end Fee in accordance with Section 2.07 (b) of the General Conditions; and (b) finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures and other items that may be financed out of the proceeds of the Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures and other items in each Category.

| <b><u>Category</u></b>  | <b><u>Amount of the Loan Allocated (expressed in USD)</u></b> | <b><u>Percentage of Expenditures to be financed</u></b>  |
|---|---|--|
| (1) Works, goods, consultants’ services, non-consultant services, Training and Operational Costs (excepting UNDP Fee) under Parts 1.A, 1.B, 1.C(ii) and 1.C(iii) of the Project   | 10,859,300  | 100%   |
| (2) Salary costs incurred by the CEC in issuing national identity documents, in aggregate amount of 20,000 documents per each Loan disbursement, under Part 1.C(i) of the Project | 2,000,000   | \$100,000 equivalent per such aggregate amount, as adjustable pursuant to Section I.D of this Schedule |
| (3) Works, goods, consultants’ services, non-consultant services, Training and Operational Costs under Part 2 of the Project  | 5,190,000   | 100%   |
| (4) Works, Goods, Consultants’ Services, Training and Operational Costs (excepting UNDP Fee) under Part 3 of the Project  | 1,350,700   | 100%   |

| <u>Category</u>                               | <u>Amount of the Loan Allocated (expressed in USD)</u> | <u>Percentage of Expenditures to be financed</u>  |
|---|--|---|
| (5) Front-end Fee                             | 0  | Amount payable pursuant to Section 2.04 of this Agreement in accordance with Section 2.07 (b) of the General Conditions |
| (6) Premia for Interest Rate Caps and Collars | 0  | Amount due under Section 2.08 (c)   |
| <b>TOTAL AMOUNT:</b>                          | <u>19,400,000</u>                                      |   |

For the purposes of this Schedule, the terms:

- (a) “Non-Consultants’ Services” means the services that do not require intellectual capacity, including, *inter alia*, the printing of materials and communication services (e.g. radio spots).
- (b) “Operational Costs” means the reasonable expenses incurred by the Borrower through the Social Cabinet and CCSC for coordinating the implementation of the project, including, *inter alia*, transportation, office supplies, maintenance of office equipment and communication costs.
- (c) “Training” means reasonable expenditures incurred by the Borrower, through the Social Cabinet, for the carrying out of training activities under the Project, including reasonable costs of travel and per diem of trainers and trainees, rental of training facilities and equipment, refreshments and training materials.
- (d) “UNDP Fee” means the administrative fee paid by the Borrower to UNDP for the implementation of Part 1.C (ii) of the Project.

**B. Withdrawal Conditions; Withdrawal Period**

- 1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made in respect of payments made prior to the date of this Agreement.
- 2. The Closing Date is June 30, 2012.

**SCHEDULE 3**

**Amortization Schedule**

1. 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”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

| <b>Principal Payment Date</b>                            | <b>Installment Share<br/>(Expressed as a Percentage)</b> |
|--|--|
| On each May 15 and November 15                           |  |
| Beginning November 15, 2012<br>Through November 15, 2023 | 4.17%  |
| On May 15, 2024  | 4.09%  |

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
  - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.



3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
  - (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

## APPENDIX

### Section I. Definitions

1. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
2. “CCSC” means the Consultative Council of Civil Society (*Consejo Consultivo de la Sociedad Civil*), a non-governmental organization registered under the Borrower’s Law No. 122-05 pursuant to the Borrower’s Decree No. 1251, dated September 22, 2004.
3. “CCSC Implementation Agreement” means the agreement between the Social Cabinet and CCSC referred to in Section I.A.3 of Schedule 2 to this Agreement, as the same may be amended from time to time with the approval of the Bank.
4. “CEC” means the Borrower’s Central Electoral Council (*Junta Central Electoral*), created pursuant the Borrower’s Law No. 35, dated March 8, 1923, and published in the Borrower’s Official Gazette No. 3413.
5. “CEC Inter-Institutional Agreement” means the agreement between the Social Cabinet and CEC referred to in Section I.A.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the approval of the Bank.
6. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004.
7. “FY” means the Borrower’s fiscal year commencing on January 1, and ending on December 31.
8. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005.
9. “ICT” means information computer technology.
10. “Operational Manual” means the manual referred to in Section I.C.1 of Schedule 2 to this Agreement.
11. “Procurement Guidelines” means the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004.
12. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated May 25, 2007 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.

13. “SIUBEN” means *Sistema Unico de Beneficiarios*, the Borrower’s beneficiary targeting system, created pursuant to Presidential Decree No. 1073-04, and dated August 31, 2004.
14. “Social Cabinet” means the Borrower’s set of secretariats, coordinated pursuant to the Borrower’s Presidential Decrees No. 570-05, dated October 12, 2005, No. 1082, dated September 3, 2004, and No. 1251, dated September 22, 2004.
15. “UNDP” means the United Nations Development Program.
16. “UNDP Implementation Agreement” means the agreement between the Social Cabinet and UNDP referred to in Section I.A.2 of Schedule 2 to this Agreement.