Financing Agreement

(Public Private Partnership Program – First Phase Project)

between

FEDERAL REPUBLIC OF NIGERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated September 25, 2011
FINANCING AGREEMENT

AGREEMENT dated September 25, 2011, entered into between the FEDERAL REPUBLIC OF NIGERIA ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS (A) the Recipient has adopted a National Policy on Public Private Partnerships dated April 2009, containing a program ("Program") of institutional, policy and regulatory objectives and actions designed to increase private sector investment in the Recipient’s public private partnership infrastructure market;

(B) the Recipient has requested that the Association support the Recipient’s execution of the Program through two credits over a period of approximately 6 years to be utilized by the Recipient in the implementation of the Program; and

WHEREAS the Recipient has requested the Association to assist in the financing of the project ("Project") described in Schedule 1 to this Agreement, which constitutes the first phase of the Program, and the Association has agreed, on the basis, inter alia, of the foregoing, to provide such assistance upon the terms and conditions set forth in this Agreement.

NOW THEREFORE 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 Preamble and 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 seventy three million seven hundred thousand Special Drawing Rights (SDR 73,700,000) (variously, “Credit” and “Financing”) to assist in financing the Project described in Schedule 1 to this Agreement.

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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 May 15 and November 15 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall cause the ICRC to carry out the Project 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 — REMEDIES OF THE ASSOCIATION

4.01. The Additional Events of Suspension consist of the following:

(a) The ICRC Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the ICRC to perform any of its obligations under the Subsidiary Grant Agreement.

(b) At any time before the Closing Date, the Recipient has not, in the opinion of the Association, applied standards and measures consistent with the ESMF and the RPF (including any instruments adopted by the Recipient in accordance with the ESMF and the RPF) to ensure the environmentally and socially sustainable management of PPP infrastructure projects in its jurisdiction that have commenced or been materially revised subsequent to the date of this Agreement.
(c) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Program can be carried out.

4.02. The Additional Event of Acceleration shall be that any event specified in paragraphs (a) and (b) of Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) the Subsidiary Agreement has been executed on behalf of the Recipient and the ICRC;

(b) the Recipient has prepared and adopted, or caused to be prepared and adopted, a Project Implementation Manual, in form and substance satisfactory to the Association;

(c) the Recipient has appointed, or caused to be appointed, an accountant and an internal auditor for the Project with experience, qualifications and terms of reference satisfactory to the Association; and

(d) the Recipient has established, or caused to be established, an accounting and financial management system for the Project satisfactory to the Association.

5.02. The Additional Legal Matter is that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the ICRC and is legally binding upon the Recipient and the ICRC in accordance with its terms.

5.03. The Effectiveness Deadline is the date one hundred and eighty (180) days after the date of this Agreement.

5.04. 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 years after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its federal minister responsible for finance.

6.02. The Recipient’s Address is:

The Honorable Minister
Federal Ministry of Finance
Ahmadu Bello Way
Abuja, Nigeria

Facsimile: 234 9 6273609

6.03. The Association’s Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
Washington, D.C.
AGREED at Washington, D.C., United States of America, as of the day and year first above written.

FEDERAL REPUBLIC OF NIGERIA

By: /s/ Ngozi Okonjo-Iweala

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Marie Francoise Marie-Nelly

Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to establish effective institutional and technical mechanisms and instruments for origination and development of PPP projects.

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

Part 1: Capacity Building and Regulatory Reform

Provision of technical advisory services, training, equipment and operational support to: (a) the ICRC to strengthen its capacity to carry out its PPP-related responsibilities assigned to it under the Program and the ICRC Legislation, and to manage and coordinate the PPP capacity building activities to be provided to MDAs, the CBN, participating financial institutions and state-level authorities charged with PPP functions; (b) selected MDAs to deepen their PPP skills and increase their exposure to PPP international best practices, including among others development of PPP policies, studies and plans, preparation, management, monitoring and evaluation of PPP projects, environmental and social management of PPP projects, development and integration of information and communication technology systems among MDAs and other entities charged with PPP-related functions, and provision of general and subject-specific PPP training for MDA staff; (c) the CBN to oversee the implementation of the PPP financial intermediary facility to be supported under the second phase of the Program; (d) the Recipient’s Federal Ministry of Finance to oversee the implementation of the PPP viability gap financing facility to be supported under the second phase of the Program; (e) selected state-level authorities charged with PPP-related functions to manage PPP deal flows and standardize PPP practices; (f) participating financial institutions to prepare and implement institutional development plans related to the implementation of the PPP financial intermediary facility to be supported under the second phase of the Program; and (g) the ICRC and other relevant federal and state authorities to review and prepare amendments and/or new federal and state laws and regulations governing the operation of PPPs to ensure their alignment with the Recipient’s PPP policy embodied in the Program.

Part 2: PPP Preparation and Transactional Advisory Support

Provision of technical advisory services, training and operational support to the ICRC, the Recipient’s Federal Ministry of Finance, the CBN, MDAs and participating financial institutions to develop commercially viable PPP transactions included in a pipeline acceptable to the Association, including: (a) preparation of outline business cases; (b) provision of transactional advisory and due diligence services to bring proposed PPP projects to commercial and financial closure; (c) carrying out of related
environmental and social safeguards due diligence work; and (d) carrying out of related
domestic, regional and international market outreach events and programs.

Part 3: Project Implementation and Monitoring and Evaluation

Provision of technical advisory services, training, equipment and operational
support to the ICRC to oversee the activities to be carried out under the two phases of the
Program and to provide financial management, procurement, environmental and social
safeguards management, communication, and monitoring and evaluation services,
including the carrying out of financial audits.
SCHEDULE 2
Project Execution

Section I. Institutional and Implementation Arrangements

A. Project Steering Committee

1. The Recipient shall maintain, at all times during the implementation of the Project, a Project steering committee with functions, composition and resources satisfactory to the Association.

2. Without limitation to the provisions of paragraph 1 of this Part A, the Project Steering Committee shall be chaired by the Recipient’s Federal Ministry of Finance and shall comprise representatives of the Recipient’s Federal Ministry of Finance, the ICRC, the CBN, and MDAs involved in the implementation of the Project.

3. Without limitation to the provisions of paragraph 1 of this Part A, the Project Steering Committee shall meet every quarter or more often if required for the purposes of, inter alia: (a) providing overall strategic and policy direction on all activities supported under the Project; (b) facilitating the coordination of Project activities among the participants in the Project Steering Committee and the removal of any obstacles to the implementation of the Project; and (c) reviewing and approving the Annual Work Plans and Budgets for the Project.

B. Project Implementation Unit

1. The Recipient shall cause the ICRC to maintain, at all times during the implementation of the Project, a Project implementation unit with functions, staffing and resources satisfactory to the Association.

2. Without limitation to the provisions of paragraph 1 of this Part B, the Recipient shall ensure that: (a) the PIU shall be headed by a Project manager and comprise a procurement specialist, an accountant, an internal auditor, a monitoring and evaluation expert, and an environmental and social safeguard specialist, all with qualifications, experience and terms of reference satisfactory to the Association; and (b) the ICRC, acting through the PIU, shall be responsible for preparing Annual Work Plans and Budgets, handling the day-to-day administration of procurement, financial management in coordination with the FPFMD, environmental and social safeguards management, communication, monitoring and evaluation of Project activities, and reporting to the Project Steering Committee and the Association on all matters pertaining to the implementation of the Project and the use of the proceeds of the Financing.
3. Without limitation to the provisions of paragraph 1 of this Part B, the Recipient shall ensure that the monitoring and evaluation expert referred to in paragraph 2 (a) of this Part B is appointed to the PIU not later than three months after the Effective Date.

C. **Subsidiary Agreement**

1. The Recipient shall make the proceeds of the Financing available to the ICRC under a subsidiary grant agreement between the Recipient and the ICRC, under terms and conditions approved by the Association (“Subsidiary Agreement”).

2. The Recipient shall exercise its rights and carry out its obligations under the Subsidiary 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 the Subsidiary Agreement or any of its provisions.

D. **Project Implementation Manual**

1. The Recipient shall prepare, or cause to be prepared, a Project implementation manual in form and substance satisfactory to the Association, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguards management; (e) monitoring, evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in the PIM (provided, however, that in case of any conflict between the arrangements and procedures set out in the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail), and shall not amend, abrogate or waive the PIM or any of its provisions without prior approval in writing by the Association.

E. **Annual Work Plans and Budgets**

1. The Recipient shall prepare and furnish, or cause to be prepared and furnished to the Association for its approval, not later than November 1 of each year during the implementation of the Project (or such later date as the Association may agree), an annual work plan and budget containing all eligible Project activities and expenditures planned for the following government fiscal year, including a specification of the source or sources of financing for all eligible expenditures.
2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets approved for the respective fiscal year; provided, however, that in case of any conflict between any Annual Work Plan and Budget and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

F. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF and the RPF.

2. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF or the RPF or any provision thereof without prior approval in writing by the Association, subject to the same approval requirements as applicable to the adoption of the said instruments.

3. The Recipient shall ensure that, in respect of any PPP transactions prepared under Part 2 of the Project: (a) an ESIA, ESMP and/or RAP is prepared as required under the ESMF and the RPF; (b) each such instrument is submitted to the Association for its review and approval; and (c) each such instrument is thereafter adopted and disclosed in accordance with the provisions of the ESMF and the RPF.

G. Anti-Corruption

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Mid-Term Review

1. 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 indicators acceptable to the Association and specified in the Project Implementation Manual. Each Project Report shall cover the period of six calendar months, and shall be furnished to the Association not later than one month after the end of the period covered by such report.

2. The Recipient shall: (a) on or about the date thirty-six (36) months after the Effective Date, submit to the Association a mid-term report, in such detail as the Association shall reasonably request, documenting progress achieved in the
carrying out of the Project during the period preceding the date of the mid-term report, taking into account the monitoring and evaluation activities performed pursuant to paragraph 1 of this Part A, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of its objective during the period following such date; and (b) review with the Association the mid-term report, on or about the date one month after its submission, and thereafter take all measures required to ensure the efficient implementation of the Project and the achievement of its objective, based on the conclusions and recommendations of the mid-term report and the Association’s views on the matter.

B. **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. The Recipient shall prepare and furnish to the Association, not later than 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 fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

4. The Recipient shall, not later than three months after the Effective Date, appoint the independent auditors referred to in Section 4.09 (b) of the General Conditions, in accordance with the provisions of Section III of this Schedule, with qualifications, experience and terms of reference satisfactory to the Association.

5. The Recipient shall, not later than six months after the Effective Date, install or cause to be installed a computerized accounting and financial management system for the Project, satisfactory to the Association.
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 methods, other than International Competitive Bidding, may be used for procurement of goods for those contracts specified in the Procurement Plan: (a) National Competitive Bidding; (b) Shopping; and (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 methods, other than Quality and Cost-based Selection, which may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Selection based on Consultants’ Qualifications; (b) Least-Cost Selection; (c) Selection under a Fixed Budget; (d) Single-Source Selection; (e) Selection of Individual Consultants; and (f) Sole Source Procedures for the Selection of Individual Consultants.
D. **Review by the Association of Procurement Decisions**

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

E. **Procurement Complaints Database and Procurement Filing and Tracking System**

1. The Recipient shall, not later than three months after the Effective Date, establish or cause to be established a centralized procurement complaints online database for the Project, satisfactory to the Association.

2. The Recipient shall, not later than six months after the Effective Date, establish a procurement filing and tracking system for the Project, satisfactory to 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 Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, consultants’ services including audits, and Training, Workshops and Study Tours:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) under Part 1 of the Project</td>
<td>25,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) under Part 2 of the Project</td>
<td>40,100,000</td>
<td></td>
</tr>
<tr>
<td>(c) under Part 3 of the Project</td>
<td>4,000,000</td>
<td></td>
</tr>
<tr>
<td>(2) Operating Costs</td>
<td>1,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Refund of Preparation Advance</td>
<td>2,000,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(4) Unallocated</td>
<td>1,200,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>73,700,000</td>
<td></td>
</tr>
</tbody>
</table>

**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 three million United States Dollars ($3,000,000) equivalent may be made for payments made prior to this date but on or after March 1, 2011, for Eligible Expenditures.

2. The Closing Date is December 29, 2017.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each May 15 and November 15:</td>
<td></td>
</tr>
<tr>
<td>commencing May 15, 2021 to and including November 15, 2030</td>
<td>1%</td>
</tr>
<tr>
<td>commencing May 15, 2031 to and including November 15, 2050</td>
<td>2%</td>
</tr>
</tbody>
</table>

* 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 3.03 (b) of the General Conditions.
APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the plan and budget referred to in Section I.F of Schedule 2 to this Agreement.


3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


6. “Displaced Persons” means any persons who, on account of the execution of the Project, have 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 persons 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 persons.

7. “ESIA” means any Environmental and Social Impact Assessment, acceptable to the Association and consistent with the ESMF, as may be prepared for the purposes of the Project pursuant to Section I.F.3 of Schedule 2 to this Agreement, which gives details of potential environmental, physical cultural property and social risks and adverse impacts associated with any Project activities, together with an environmental and social management plan defining measures to manage such risks and impacts, including any schedules to such assessment, and as such assessment may be amended by the Recipient from time to time in accordance with Section I.F of Schedule 2 to this Agreement; and “ESIAs” means, collectively, all such assessments.

8. “ESMF” means the Environment and Social Management Framework prepared and adopted by the Recipient, dated November 2009, defining the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance
positive impacts of the Project activities, as such framework may be amended by the Recipient from time to time in accordance with Section I.F of Schedule 2 to this Agreement.

9. “ESMP” means any Environmental and Social Management Plan, acceptable to the Association and consistent with the ESMF, as may be adopted for the purposes of the Project pursuant to Section I.F.3 of Schedule 2 to this Agreement, which gives details of the specific actions, measures and policies designed to facilitate the achievement of the objectives of the ESMF under the Project, along with the procedural and institutional measures needed to implement such actions, measures and policies, including any schedules to such plan, and as such plan may be amended by the Recipient from time to time in accordance with Section I.F of Schedule 2 to this Agreement; and “ESMPs” means, collectively, all such plans.


12. “ICRC” means the Infrastructure Concession Regulatory Commission established and operating under the ICRC Legislation.


14. “MDA” means a federal ministry, department or agency of the Recipient.

15. “Operating Costs” means the operating costs incurred for the purposes of the implementation of the Project including maintenance of vehicles and equipment, fuel, office supplies, utilities, consumables, rental charges, bank charges, advertising expenses, travel, per diems, accommodation, and salaries of selected support staff, but excluding salaries of consultants and salaries of officials of the Recipient’s civil service.


17. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on July 30, 2009 and on behalf of the Recipient on August 12, 2009.

19. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated February 16, 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” or “PIM” means the manual referred to in Section I.D of Schedule 2 to this Agreement.

21. “Project Implementation Unit” or “PIU” means the ICRC unit referred to in Section I.B of Schedule 2 to this Agreement.

22. “Project Steering Committee” means the committee referred to in Section I.A of Schedule 2 to this Agreement.

23. “RAP” means any Resettlement Action Plan acceptable to the Association and consistent with the RPF, as may be adopted for the purposes of the Project pursuant to Section I.F.3 of Schedule 2 to this Agreement, which contains, inter alia, a program of actions, measures and policies for compensation and resettlement of any Displaced Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms, including any schedules to such plan, and as such plan may be amended by the Recipient from time to time in accordance with Section I.F of Schedule 2 to this Agreement; and “RAPs” means, collectively, all such plans.

24. “RPF” means the Resettlement Policy Framework prepared and adopted by the Recipient, dated November 2009, which sets out a framework of principles and procedures governing acquisition of rights to land, resettlement and compensation, as well as reporting and monitoring arrangements to ensure compliance with the said framework, as such framework may be amended by the Recipient from time to time in accordance with Section I.F of Schedule 2 to this Agreement.

25. “Training, Workshops and Study Tours” means the costs associated with the participation of personnel involved in Project supported training activities, workshops and study tours, including travel and subsistence costs for training, workshop and study tour participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course, workshop or study tour preparation and implementation.

26. “Subsidiary Agreement” means the subsidiary agreement referred to in Section I.C of Schedule 2 to this Agreement.