OFFICIAL DOCUMENTS

GRANT NUMBER D309-GM

Financing Agreement

(The Gambia Electricity Restoration and Modernization Project)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF THE GAMBIA ("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 grant, deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement, in an amount equivalent to twenty-eight million four hundred thousand Special Drawing Rights (SDR 28,400,000) ("Financing"), to assist in financing the project described in Schedule I 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 Payment Dates are April 15 and October 15 in each year.

2.05. The Payment Currency is Dollar.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement and the Project Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following: namely, that the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.


4.03. The Additional Event of Acceleration consists of the following: namely, that the event specified in 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 Project Implementing Entity; and

(b) The Recipient has adopted a Project Implementation Manual acceptable to the Association; and

(c) The PIU has been established within the Project Implementing Entity and staffed in accordance with Section I.A.2 of Schedule 2 to this Agreement.

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

5.03. For purposes of Section 10.05 (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 Signature Date.
ARTICLE VI—REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its minister responsible for Finance and Economic Affairs.

6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Ministry of Finance and Economic Affairs
The Quadrangle,
Banjul, The Gambia; and

(b) the Recipients' Electronic Address is:

Facsimile:
+2204227954

6.03. 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:

Telex: Facsimile:
248423 (MCI) 1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF THE GAMBIA

By

Authorized Representative

Name: Amadou Sanneh

Title: Minister of Finance and Economic Affairs

Date: May 22, 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Louise Cord

Title: Country Director

Date: May 22, 2018
SCHEDULE 1

Project Description

The objectives of the Project are to improve: (i) the operational performance of the Project Implementing Entity; and (ii) the capacity of the Project Implementing Entity to dispatch variable renewable electricity.

The Project consists of the following parts:

Part 1: On-grid Solar PV with Storage

(a) construction of a 10-20 MW solar photovoltaic (PV) plant including battery energy storage, at a location able to host at least 20 MW of solar PV panels, allocated by the Ministry of Local Government and Lands for solar PV generation; or

(b) construction of 3-4 solar plants of 3-6 MW capacity, including battery energy storage.

Part 2: Transmission and Distribution (T&D) Restoration and Modernization

A program of T&D upgrades necessary to absorb the additional generation capacity, prepare for future capacity expansion, help reduce T&D losses, extend the distribution network throughout the territory of the Recipient and enable future grid extension, including:

(a) a new high voltage (HV) transmission line between the main power plants in Brikama and Kotu;

(b) (i) a new integrated dispatch center with supervisory control and data acquisition (SCADA) controlling generation and transmission, including training on SCADA, and switch gear; and

(ii) upgrades to existing primary and secondary substations;

(c) the interconnection of the existing isolated medium voltage (MV) networks, including cross-border interconnection and interconnection with the existing electricity grid in the Greater Banjul Area; and

(d) investments to enable the Project Implementing Entity to connect new customers through the provision of prepayment meters; demand-side management (DSM) activities including (but not limited to) the supply and installation of LED bulbs to replace incandescent bulbs in government offices and street lights; and provision of equipment to identify and reduce T&D losses.
Part 3: Urgent Institutional Support for Sector Turnaround

A program of activities to restore the energy sector, improve the operational performance of the Project Implementing Entity, and provide project implementation support, including:

(a) financing a three-year service contract to strengthen the technical, financial, and managerial capacity of the Project Implementing Entity; design and installation of a new IT system for the Project Implementing Entity; and communication campaigns to communicate elements of Project Implementing Entity’s action plan for improving electricity services, in order to secure customer support for residential conservation measures;

(b) technical assistance to the Ministry of Petroleum and Energy, Ministry of Finance and Economic Affairs, and Office of The President, including (but not limited to) in the strategic direction of the energy sector and the preparation of independent power producers (IPPs); strategic studies including a new electricity sector masterplan; financing an independent third-party consultant to validate key performance indicators (KPIs) under the NAWEC Performance Contract, and technical assistance to develop the Recipient’s capacity to effectively monitor such contract; and

(c) Project implementation support, including engagement of an Owner’s Engineer to assist the Project Implementing Entity in project implementation, PIU Operating Costs, technical, feasibility and safeguard studies for the Project, capacity building and training activities, and preparation of tendering documents; and preparation and implementation of safeguards instruments.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Steering Committee

   (a) Not later than three (3) months after the Effective Date, the Recipient shall establish, and thereafter maintain throughout the implementation of the Project, a steering committee ("Steering Committee"), with a composition, mandate, and resources satisfactory to the Association.

   (b) Without limitation to sub-paragraph (a) immediately above, the Steering Committee shall be responsible for providing strategic guidance and oversight to ensure prompt and efficient implementation of the Project, in accordance with the provisions of the Project Implementation Manual.

2. Project Implementation Unit (PIU)

   (a) The Recipient shall cause the Project Implementing Entity to maintain, throughout the implementation of the Project, a project implementation unit ("PIU") within the Project Implementing Entity, with functions, staffing, resources and responsibilities satisfactory to the Association including a project coordinator, a financial management officer, an accountant, a procurement specialist, a generation engineer, a transmission and distribution engineer, a monitoring and evaluation specialist, and two safeguards specialists (environmental and social).

   (b) Without limitation to sub-paragraph (a) immediately above, the PIU, supported by the Owner's Engineer, shall be responsible for day-to-day administration of overall planning, coordination, the technical, fiduciary (i.e. procurement and financial management), environmental and social safeguards compliance, monitoring, evaluation, reporting and communication of the activities under the Project, all in accordance with the provisions of this Agreement, the Project Agreement and the Project Implementation Manual.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity on a grant basis under a subsidiary agreement between the Recipient and the Project Implementing
Entity ("Subsidiary Agreement"), under terms and conditions approved by the Association, which shall include those set forth in Schedule 3 to this Agreement.

2. The Recipient shall exercise its rights 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.

C. Project Implementation Manual

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of a manual prepared by the Project Implementing Entity and adopted by the Recipient satisfactory to the Association ("Project Implementation Manual"), which shall include: (a) roles and responsibilities of the PIU and the Owner's Engineer; (b) budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguard guidelines; (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 not agree to amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual without the prior written agreement of the Association; provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement and the Project Agreement, the provisions of this Agreement and the Project Agreement shall prevail.

D. Annual Work Plan and Budget

1. The Recipient shall cause the Project Implementing Entity to prepare, under terms of reference satisfactory to the Association, and furnish to the Association not later than October 31 in each calendar year, for the Association's consideration, a proposed work plan of activities to be included in the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan therefor.

2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient and the Project Implementing Entity on each such proposed plan and budget, and thereafter ensure that the Project is implemented with due diligence and efficiency in accordance with such work plan and budget as said work plan and budget shall have been approved by the Association ("Annual Work Plan and Budget").
E. Environmental and Social Safeguards

1. The Recipient shall implement, and cause the Project Implementing Entity to implement, the Project in accordance with the Safeguards Action Plan ("SAP") and the relevant Safeguards Instruments.

2. The Recipient shall:

   (a) prior to commencement of bidding for civil works, cause the Project Implementing Entity to: (i) prepare, in accordance with terms of reference and process acceptable to the Association, and thereafter adopt the Environmental and Social Impact Assessment ("ESIA") required for the civil works and the Environmental and Social Management Plan ("ESMP"), in form and substance satisfactory to the Association; (ii) furnish said ESIA and ESMP to the Association for its review and approval; and (iii) adopt and disclose the ESIA and ESMP in the Recipient’s territory; and (iv) incorporate said ESMP in the bidding documents; and

   (b) thereafter, implement, and cause the Project Implementing Entity to implement, the Project in accordance with such ESMP.

3. The Recipient, prior to initiating the carrying out of any civil works, shall:

   (a) (i) cause the Project Implementing Entity to prepare, in accordance with terms of reference and process acceptable to the Association, and thereafter adopt any Resettlement Action Plan ("RAP") and Abbreviated Resettlement Action Plan ("ARAP") required for such subproject and furnish said RAP and ARAP, as the case may be, to the Association for its review and approval; and (ii) adopt and disclose such RAP and ARAP in the Recipient’s territory;

   (b) if any activity under the Project would involve Affected Persons, ensure that: (i) no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under the applicable RAP and ARAP, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been taken; and (ii) provide from its own resources, any financing required for any measures under subparagraph (i) above including any costs associated with land acquisition required for the Project; and

   (c) thereafter implement, and cause the Project Implementing Entity to implement, the Project, in accordance with such RAP and ARAP.
4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall ensure that the Project Implementing Entity regularly collects, compiles and submits to the Association, on a semester basis, reports in form and substance satisfactory to the Association on the status of compliance with the Safeguards Instruments, giving details of:

(a) measures taken in furtherance of such Safeguards Instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguards Instruments; and

(c) remedial measures taken or required to be taken to address such conditions; and

afford the Association a reasonable opportunity to exchange views with the Recipient and the Project Implementing Entity on such reports. Each such report shall be furnished to the Association not later than forty-five (45) days after the end of the calendar semester covered by such report.

5. In the event that any provision of the Safeguards Instruments shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.

6. The Recipient shall ensure that all studies and technical assistance to be carried out under the Project are undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, and that such terms of reference shall be designed to ensure that said studies and technical assistance are consistent with the Association's environmental and social safeguard policies.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall cause the Project Implementing Entity to furnish to the Association each Project Report not later than sixty (60) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

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: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; 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)
--- | --- | ---
(1) Goods, works, non-consulting services, and consulting services for Part 1, Part 2(b)(ii), and 2(c) of the Project | 2,240,000 | 6%
(2) Goods, works, non-consulting services, consulting services, and Operating Costs for Part 2(a), 2(b)(i), 2(d), and Part 3 of the Project | 23,620,000 | 100%
(3) Refund of Project Preparation Advance | 2,540,000 | Amount payable pursuant to Section 2.07(a) of the General Conditions
**TOTAL AMOUNT** | **28,400,000** | **-**

### 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; or
   
   (b) under Category 1, until the Co-financing Agreement has been executed and delivered, and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals thereunder (other than the effectiveness of this Agreement) have been fulfilled.

2. The Closing Date is December 31, 2023.
Section IV. Other Undertakings

1. No later than three (3) months after the Effective Date, the Recipient shall cause its existing accounting software (FIMIS) to be customized by an expert firm engaged under terms of reference acceptable to the Association to take account of the Project’s design and components.

2. No later than six (6) months after the Effective Date, the Recipient shall recruit an external independent auditor for the Project with qualifications and experience, and under terms of reference, acceptable to the Association.

3. No later than nine (9) months after the Effective Date, the Recipient shall recruit the Owner’s Engineer with qualifications and experience, and under terms of reference, acceptable to the Association.

4. The Recipient shall ensure that the Project Implementing Entity, at all times during the implementation of the Project: (a) maintains a positive Debt Service Coverage Ratio; and (b) publicly discloses, on a quarterly basis within 30 days of the end of each quarter, the balance of the escrow account established for the purposes of funding costs related to the operations and maintenance of the solar plants financed under Part 1 of the Project.
SCHEDULE 3

Terms and Conditions of the Subsidiary Agreement

The Subsidiary Agreement shall include the following provisions:

A. Obligations of the Project Implementing Entity

1. the requirement that the Project Implementing Entity: (a) carries out the fiduciary (i.e., financial and procurement) management, monitoring and evaluation of compliance with environmental and social safeguards under the Project; and (b) manages the Project with due diligence and efficiency, in conformity with appropriate administrative, financial, technical, environmental and social standards acceptable to the Association, and provides, or causes to be provided, promptly as needed, the facilities, services and other resources required for the purpose;

2. the obligation of the Project Implementing Entity to: (a) comply, and to ensure compliance with, the procedures for procurement of goods, works, non-consulting services and consulting services set forth in the Procurement Plan; and (b) ensure that all such goods, works, non-consulting services and consulting services, are used solely for the purpose of the Project;

3. the requirement that the Project Implementing Entity fully collaborates with the Recipient in order to permit timely compliance with the requirements set forth in Schedule 2 to this Agreement, including that the Project Implementing Entity: (a) maintains policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Project and the achievement of the Project’s objectives; (b) (i) maintains a financial management system and prepares financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; and (ii) have such financial statements audited annually by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnishes the statements as so audited to the Recipient and the Association; (c) enables the Recipient and the Association to inspect the Project, its operation and any relevant records and documents; and (d) prepares and furnishes to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing;

4. the obligation of the Project Implementing Entity to exchange views with the Recipient and the Association with regard to the progress of the Project, and the performance of its obligations under the Subsidiary Agreement;
5. the obligation of the Project Implementing Entity to comply with the provisions of the Anti-Corruption Guidelines;

6. the obligation of the Project Implementing Entity not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Subsidiary Agreement or any provision thereof, unless previously agreed to by the Recipient and the Association; and

7. the obligation of the Project Implementing Entity to take or permit to be taken all actions to enable the Recipient to comply with its obligations under this Agreement and/or the Subsidiary Agreement, as the case may be.

B. Obligations of the Recipient

1. to promptly disburse to the Project Implementing Entity the proceeds of the Financing to finance the carrying out of the Project with due diligence and efficiency;

2. to take or permit to be taken all action to enable the Project Implementing Entity to comply with its obligations under the Project Agreement and/or the Subsidiary Agreement, as the case may be;

3. to ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines; and

4. not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Subsidiary Agreement or any provision thereof, unless as may otherwise be agreed by the Association.

C. The right of the Recipient to take remedial actions against the Project Implementing Entity in case the Project Implementing Entity shall have failed to comply with any of its obligations under the Subsidiary Agreement.
APPENDIX

Definitions

1. “Abbreviated Resettlement Action Plan” or “ARAP” each means an abbreviated plan to be prepared by the Recipient in accordance with the SAP and RPF and the provisions of Section I.E of Schedule 2 to this Agreement, outlining the mitigation measures for addressing any resettlement risks associated with an activity under the Project, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to the initial consultation and disclosure requirements carried out on the ARAP, and such term includes any schedules or annexes to the ARAP.

2. “Affected Persons” means a person who as a result of: (a) the involuntary taking of land under the Project is affected in any of the following ways: (i) relocation or loss of shelter; or (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood; and “Affected Person” means any of the Affected Persons.

3. “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.

4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. “Co-financier” means, for purposes of paragraph 13 of the Appendix to the General Conditions, the European Investment Bank.

6. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, a credit in the amount of seventy-seven million euros (EUR 77,000,000) to be provided by European Investment Bank to the Recipient.

7. “Co-financing Agreement” means, for purposes of paragraph 15 of the Appendix to the General Conditions, each of the agreements to be entered into between the Recipient and each Co-financier providing for the Co-financing.

8. “Debt Service Coverage Ratio” means the ratio of Cash Available for Debt Service (CFADS) to Debt Service (DS) for a fiscal year of the Project Implementing Entity, where “CFADS” is calculated as Earnings Before Interest Tax Depreciation and Amortization (EBITDA) +/- Changes in Working Capital +/- Corporate Tax +/-
Capex +/- Dividends, and “DS” is calculated as principal repayments and interest due on financial obligations for the calculation period, such ratio is calculated and certified by the auditors of the Project Implementing Entity.

9. “Environmental and Social Impact Assessment” or “ESIA” means, with respect to each Project activity pursuant to which the SAP or ESMF requires an environmental and social impact assessment, such assessment carried out in accordance with the SAP and ESMF and the provisions of Section I.E of Schedule 2 to this Agreement, setting out details of potential environmental, physical and cultural property and social risks (including risks of gender-based violence and sexual exploitation and abuse) 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 measures designed to prevent labor influx impacts, gender-based violence and sexual exploitation and abuse), including any schedules to such assessment, and as such assessment may be amended by the Recipient from time to time, with the prior written approval of the Association.

10. “Environmental and Social Management Framework” and “ESMF” each means the Recipient’s environmental and social management framework for the Project, disclosed by the Recipient on February 12, 2018 and by the Association on its website on the same date, setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities (including impacts on natural habitat, forests, and physical and cultural resources, pest management and risks of gender-based violence and sexual exploitation and abuse) and the measures to be taken to offset, reduce or mitigate such adverse impacts (including measures designed to prevent gender-based violence and sexual exploitation and abuse); as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.

11. “Environmental and Social Management Plan” and “ESMP” each means, for a given Project activity for which an environmental and social management plan is required pursuant to the SAP, any ESIA and the ESMF, said plan prepared by the Recipient in accordance with the provisions of Section I.E of Schedule 2 to this Agreement and the ESMF, setting out details of the specific actions, measures to offset, reduce or mitigate potential adverse environmental and social impacts of Project activities (including measures designed to prevent labor influx impacts, gender-based violence and sexual exploitation and abuse), along with the procedural and institutional measures needed to implement such actions, measures and policies, including any schedules to such plans, and as such plan may be amended by the Recipient from time to time, with the prior written approval of the Association.

13. "NAWEC" means the National Water and Electricity Company Limited, or any successor thereto.

14. "NAWEC Performance Contract" means a contract to be entered into by the Recipient and the Project Implementing Entity setting out performance standards for the Project Implementing Entity in the carrying out of its functions.

15. "Operating Costs" means the operating costs incurred for the purposes of the implementation of the Project, including 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.

16. "Owner's Engineer" means the owner's engineer engaged under Part 3(c) of the Project in accordance with Section IV.3 of Schedule 2, for the purpose of providing support to the PIU.

17. "Preparation Advance" means the advance referred to in Section 2.07(a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association and on behalf of the Recipient on July 13, 2017.

18. "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 and revised November 2017.

19. "Project Agreement" means, with reference to paragraph 89 of the Appendix to the General Conditions, the project agreement of the same date as this Agreement between the Project Implementing Entity and the Association.

20. "Project Implementing Entity" means NAWEC.

21. "Project Implementation Unit" or "PIU" means the unit established within the Project Implementing Entity in accordance with Section I.A.2 of Schedule 2 to this Agreement.

22. "Resettlement Action Plan" or "RAP" means a plan to be prepared by the Recipient, in accordance with the SAP and RPF and the provisions of Section I.E of Schedule 2 to this Agreement, outlining the mitigation measures for addressing any resettlement risks associated with an activity under the Project, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to the initial consultation and disclosure requirements carried out on the RAP, and such term includes any schedules or annexes to the plan.
23. "Resettlement Policy Framework" or "RPF" means the Recipient’s resettlement policy framework for the Project, as disclosed by the Recipient on January 9, 2018 and by the Association on its website on the same date, setting out the modalities to be followed in identifying and compensating people affected by project land acquisition, as well as for the preparation of resettlement action plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.

24. "Safeguards Action Plan" or "SAP" each means the action plan set forth in the project appraisal document for the Project, outlining environmental and social implementation procedures, mitigation measures and monitoring procedures for the Project.

25. "Safeguards Instruments" means, collectively, the ESMF and the RPF, and each ESIA, ESMP, RAP and/or ARAP.

26. "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.