Amended and Restated Financing Agreement

(Competitiveness and Job Creation Project)

between

FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 21, 2015
CREDIT NUMBER 5451-ET

AMENDED AND RESTATED FINANCING AGREEMENT

AGREEMENT dated May 21, 2015, entered into between FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to one hundred sixty one million six hundred thousand Special Drawing Rights (SDR 161,600,000) (variously, "Credit" and "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 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 February 15 and August 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 United States Dollars.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project Implementing Entity and EIC to carry out their Respective Parts of the Project (with the PIU performing financial management and procurement functions for EIC's Respective Parts of the Project), all in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.

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 Project Implementing Entity has failed to perform any of its obligations under the Subsidiary Agreement.

(b) The Project Implementing Entity's Regulation (the Industrial Parks Development Corporation Establishment Council of Ministers Regulation No. 326/2014) 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.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely that the Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.

5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.

5.03. The Effectiveness Deadline is the date ninety (90) 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 (20) years after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its Minister of Finance and Economic Development.

6.02. The Recipient's Address is:

Ministry of Finance and Economic Development
P. O. Box 1905
Addis Ababa
Federal Democratic Republic of Ethiopia

Telex: Facsimile:
21147 (251-11) 1551355

6.03. The Association's Address is:

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

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.
AGREED at Addis Ababa, Federal Democratic Republic of Ethiopia, as of the day and year first above written.

FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

By

Authorized Representative

Name: R.G. TOULMIN
Title: COUNTRY DIRECTOR a.e.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: AHMED SHIDR
Title: State Minister
SCHEDULE 1

Project Description

The objective of the Project is to contribute to job creation by attracting investments and improving competitiveness of enterprises in the Targeted Industrial Parks and their linked domestic enterprises.

The Project consists of the following parts:

Part 1: Institutional and Regulatory Framework and Capacity Building

(a) Strengthening the Recipient's legal and regulatory framework to underpin an effective industrial parks program through the provision of consulting services and goods, including, inter alia, the following activities:

(i) provision of technical assistance for the development of an effective legal, regulatory, and operational framework for IP development and operation, including a legal framework governing various models of private sector participation in IP development, operations and service provision;

(ii) provision of technical assistance and operational support to strengthen the capacity of the newly established IPDC to develop and manage IPs;

(iii) provision of technical assistance and operational support for developing a regulatory implementation function within EIC that will oversee IP development and operations; and

(iv) provision of technical assistance and operational support to strengthen the capacity of IPDC and EIC for development of a customer relationship management system to support investment facilitation.

(b) Strengthening the capacity of IPDC in carrying out IP investment promotion activities, including, inter alia, the following activities:

(i) developing a strategy with a detailed action plan for investment promotion for IP sites, aimed at targeting potential IP developers/operators, service providers, and investors;

(ii) preparing promotion materials describing investment process and comparative advantages of investing in IPs;
(iii) developing a website for IPDC for investment promotion and developing investor tracking systems; and

(iv) organizing international investor events.

Part 2: Support for Industrial Infrastructure

(a) Provision of technical assistance to IPDC to enable it to: (i) develop detailed feasibility studies for developing Targeted IPs, including master planning, detailed engineering designs and costing; and (ii) conduct environmental and social impact assessments and prepare site-specific ESMPs and RAPs for developing and operating Targeted IPs.

(b) Provision of goods and works for the development of physical on-site and off-site infrastructure for developing Targeted IPs, including, inter alia, on-site related infrastructure, such as earthwork, factory sheds, road and pavement, water supply, storm water drainage, sewage drainage, telecommunication, and landscape works; and off-site related infrastructure, such as road and pavement, water supply, sewage drainage and power supply.

Part 3: Enhancing IP Linkages to the Local Economy

(a) Supporting the setting-up of a skills development center to provide skill and job training to investors and workers in the Targeted IPs.

(b) Provision of Matching Grants to selected local private sector enterprises to enhance their capacities, productivity and market access; and strengthening their business linkages with firms operating in Targeted IPs.

Part 4: Project Management, Monitoring, and Evaluation

Strengthening the capacity of the PIU in Project implementation, management, monitoring, and evaluation through the provision of equipment, technical assistance, and operating support.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall ensure that Project Implementing Entity and EIC are maintained at all times during the implementation of the Project to enable them to carry out their Respective Parts of the Project.

B. Project Documents

1. The Recipient shall, through EIC, adopt and apply throughout the implementation of its Respective Parts of the Project, a Project Implementation Manual, setting forth rules, methods, guidelines, and procedures for the carrying out of the Project, including, inter alia: (a) the detailed description of Project and institutional arrangements for implementing the Project; and (b) monitoring, evaluation and reporting procedures for the overall Project.

2. In the event that any provision of the Project Implementation Manual shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail. The Recipient shall not amend the Project Operations Manual without the Association’s prior written approval.

C. 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 under a Subsidiary Agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association.

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 in writing, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of their provisions.

D. Environmental and Social Safeguards

The Recipient shall take all necessary actions on its part to ensure that the Project Implementing Entity carry out its Respective Parts of the Project in accordance with the provisions of Section I.C of the Schedule to the Project Agreement.
E. Anti-Corruption

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

F. Other Undertakings

The Recipient shall: (i) by not later than January 30, 2015, submit an Industrial Parks Proclamation that conforms to international good practice to its Parliament for approval through its Council of Ministers, including, *inter alia*, provisions related to selection and performance criteria for enterprises to operate in IPs; enabling private sector investment, application of sound environment, social, and labor laws in line with international good practice; and regulatory framework; and (ii) following the issuance of the Industrial Parks Proclamation by Parliament, establish a regulatory implementation function within EIC in a timely manner with adequate staffing and resources to execute and implement the decisions of EIB with regards to oversight of the administration and supervision of IPs in the Recipient’s territory.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall cause EIC and PIE to monitor and evaluate the progress of their Respective Parts of the Project and prepare Project Reports for said Parts of the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each Project Report shall cover the period of six (6) months, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. For purposes of Section 4.08(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 Association not later than six (6) months after the Closing Date.

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. Without limitation on the provisions of Part A of this Section, the Recipient shall through the PIU prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports
for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall through the PIU have the Financial Statements for the Project 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. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting 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 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding; (b) Limited International Bidding; (c) Shopping; (d) Direct Contracting; and (e) Procurement from UN Agencies.
National Competitive Bidding shall follow the Recipient’s procurement procedures subject to the following additional procedures:

(a) The Recipient’s standard bidding documents for procurement of goods and works acceptable to the Association shall be used. At the request of the Recipient, the introduction of requirements for bidders to sign an Anti-Bribery pledge and/or statement of undertaking to observe Ethiopian Law against fraud and corruption and other forms that ought to be completed and signed by him/her may be included in bidding documents if the arrangements governing such undertakings are acceptable to the Association.

(b) If pre-qualification is used, the Association’s standard prequalification document shall be used.

(c) No margin of preference shall be granted in bid evaluation on the basis of bidder’s nationality, origin of goods or services, and/or preferential programs such as but not limited to small and medium enterprises.

(d) Mandatory registration in a supplier list shall not be used to assess bidders’ qualifications. A foreign bidder shall not be required to register as a condition for submitting its bid and if recommended for contract award shall be given a reasonable opportunity to register with the reasonable cooperation of the Recipient, prior to contract signing. Invitations to bids shall be advertised in at least one newspaper of national circulation or the official gazette or on a widely used website or electronic portal with free national and international access.

(e) Bidders shall be given a minimum of thirty (30) days to submit bids from the date of availability of the bidding documents.

(f) All bidding for goods shall be carried out through a one-envelope procedure.

(g) Evaluation of bids shall be made in strict adherence to the evaluation criteria specified in the bidding documents. Evaluation criteria other than price shall be quantified in monetary terms. Merit points shall not be used, and no minimum point or percentage value shall be assigned to the significance of price, in bid evaluation.

(h) The results of evaluation and award of contract shall be made public. All bids shall not be rejected and the procurement process shall not be cancelled, a failure of bidding declared, or new bids shall not be solicited, without the Association’s prior written concurrence. No bids shall be
rejected on the basis of comparison with the cost estimates without the Association's prior written concurrence.

(i) In accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (1) the bidders, suppliers, contractors and subcontractors, agents, personnel, consultants, service providers, or suppliers shall permit the Association, at its request, to inspect all accounts, records and documents relating to the bid submission and performance of the contract, and to have them audited by auditors appointed by the Association; and (2) Acts intended to materially impede the exercise of the Association’s audit and inspection rights constitutes an obstructive practice as defined in paragraph 1.16(v) of the Procurement Guidelines.

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, may be used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least-Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-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.

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 11 of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as
revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants' services,</td>
<td>149,229,387</td>
<td>100%</td>
</tr>
<tr>
<td>Training and Workshops, Operating Costs under PIE's Respective Parts of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Matching Grants under PIE's Respective Parts of the Project</td>
<td>8,405,000</td>
<td>100% of the Matching Grant disbursed</td>
</tr>
<tr>
<td>(3) Refund of Preparation Advance</td>
<td>2,350,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(4) Goods, non-consulting services, consultants' services, Training and Workshops, and Operating Costs under EIC's Respective Parts of the Project</td>
<td>1,615,613</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>161,600,000</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:

   (a) the payments made prior to the date of this Agreement; or
(b) under Category (1) and (4) until the Recipient has updated the Project Implementation Manual, satisfactory to the Association, to specify the roles and responsibilities of PIE (including the PIU) and EIC in the areas of, inter alia, technical, financial management and procurement in the implementation of the Project.

2. The Closing Date is June 30, 2020.
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 August 15 and February 15:</td>
<td></td>
</tr>
<tr>
<td>commencing August 15, 2024, to and including February 15, 2034</td>
<td>1%</td>
</tr>
<tr>
<td>commencing August 15, 2034, to and including February 15, 2054</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

Section I. Definitions

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


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


5. "ESIA" means environmental and social impact assessment, disclosed in the Recipient's country and in the Association's Infoshop on January 9, 2014, identifying and assessing the potential environmental and social impacts of the activities to be undertaken under the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures.

6. "Environmental and Social Management Framework" or "ESMF" means the framework disclosed in the Recipient's country and in the Association's Infoshop on January 9, 2014, prepared by the Recipient and approved by the Association, setting forth an environmental and social screening process that will enable the Recipient to identify and assess potential adverse environmental and social impacts, and offset and reduce them to acceptable levels, or enhance positive impacts, and in accordance with which ESMPs will be prepared and submitted to the Association for its approval, as the same may be amended from time to time with the prior written approval of the Association.

7. "ESMPs" means the environmental and social management plans to be prepared by the Recipient in accordance with the principles and guidance set out in the ESMF and RPF, and acceptable to the Association, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the Project to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.
8. "Ethiopia Investment Board" and "EIB" means the Recipient’s government body that oversees the administration and supervision of industrial parks, among its other mandate.

9. "Ethiopian Investment Commission" or "EIC" means the federal government agency, established by the Recipient in 2014 pursuant to the Recipient’s Federal Negarit Gazette: EIB/EIC Regulation No. 313/2014, with the objective of implementing transparent and efficient investment administration system, and any successor thereto.


12. “Industrial Park” or “IP” means an area with a distinct boundary designated by the Recipient for developing comprehensive, integrated, multiple or selected functions of industries, with a broad view to achieving planned and systematic development of industries, mitigation of impacts of pollution on environment and human being, and development of urban centers, which includes, inter alia, special economic zones, technology parks, export processing zones, agro-processing zones, and free trade zones, as defined in the Recipient’s Federal Negarit Gazette: (Proclamation No. 886/2015, dated April 9, 2015).

13. “Industrial Parks Proclamation” means the law governing IPs in the Recipient’s territory referred to in paragraph F of Section I of Schedule 2 to this Agreement.

14. “IPDC” means the Industrial Parks Development Corporation, established in 2014 as a federal government autonomous enterprise, pursuant to the Recipient’s Federal Negarit Gazette: IPDC Regulation (No. 326/2014) for the purpose of, inter alia, developing and operating industrial parks, preparing national IP master plans, and serving as industrial land banks, and any successor thereto.

15. “IP Sub-project” or “IP Sub-projects” means an activity for the development of on-site and off-site infrastructure for developing Targeted IPs to be implemented under Part 2(b) of the Project, and the term “IP Sub-projects” means the plural thereof.

16. “Matching Grant” means a grant made or to be made by the Project Implementing Entity to a Matching Grant Beneficiary pursuant to the eligibility criteria and governing procedures as set out in the Operations Manual for Matching Grants; and the term “Matching Grants” means the plural thereof.

17. “Matching Grant Beneficiary” means a domestic enterprise selected to receive a Matching Grant pursuant to the selection criteria set out in the Operations Manual
for Matching Grants, and the term "Matching Grant Beneficiaries' means the plural thereof.

18. "Matching Grant Agreement" means an agreement to be entered into between the Project Implementing Entity and a Matching Grant Beneficiary pursuant to the requirements as set out in the provisions of paragraph F.2 of Section I of the Project Agreement; and the term "Matching Grant Agreements" means the plural thereof.

19. "Matching Grant Sub-project" means an activity to be implemented by a Matching Grant Beneficiary under Part 3(b) of the Project; and the term "Matching Grant Sub-projects" means the plural thereof.

20. "Operating Costs" means incremental costs incurred by the PIU on account of implementation of the Project including, inter alia, for fuel, maintenance of vehicles, office supplies, utilities, consumables, bank charges, communication expenses, travel per diems, accommodation and subsistence allowances for authorized travel, but excluding salaries of the Recipient's civil servants.

21. "Operations Manual for IP Financing" means the manual satisfactory to the Association dated April 2, 2014, and referred to in paragraph B.1(d) Section I of the Schedule to the Project Agreement, as such manual may be revised from time to time with prior written agreement of the Association.

22. "Operations Manual for Matching Grants" means the manual satisfactory to the Association dated April 2, 2014, and referred to in paragraph B.1(e) of Section I of Schedule to the Project Agreement, as such manual may be revised from time to time with prior written agreement of the Association.

23. "PIU" means the Project Implementation Unit referred to in Section I.A of the Schedule to the Project Agreement.

24. "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 24, 2013, and on behalf of the Recipient on July 23, 2013.


26. "Procurement Manual" means the manual satisfactory to the Association, dated April 2, 2014, and referred to in paragraph B.1(c) of Section I of Schedule to the Project Agreement, as such manual may be revised from time to time with prior written agreement of the Association.
27. "Procurement Plan" means the Recipient's procurement plan for the Project, dated March 23, 2014, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

28. "Project Implementation Manual" means the manual, satisfactory to the Association, dated April 2, 2014, referred to in paragraph B of Section I in Schedule 2 to this Agreement; as such manual may be revised from time to time with prior written agreement of the Association.

29. "Project Implementing Entity" or "PIE" means the IPDC.

30. "RAPs" means, collectively: (i) the resettlement action plan dated February 7, 2014, prepared by the Recipient for Bole Lemi Phase II IP; and (ii) resettlement action plan(s), to be prepared by the Recipient pursuant to the requirements of the RPF for compensation, resettlement and rehabilitation of Displaced Persons as a result of development of IP Sub-projects, acceptable to the Association, as such plans may be amended from time to time with the prior written approval of the Association, and such term includes any schedules to each of the resettlement action plans.

31. "Respective Parts of the Project" means, in the case of EIC, Parts 1(a)(i), 1(a)(iii), and 1(a)(iv) of the Project; and in the case of the Project Implementing Entity, Parts 1(a)(ii), 1(a)(iv), 1(b), 2, 3, and 4 of the Project.

32. "RPF" means the resettlement policy framework, disclosed in the Recipient's territory and in the Association's Infoshop on February 5, 2014, prepared by the Recipient and outlining the policies and procedures to be implemented in the event that specific activities implemented under an IP Sub-project have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the Association, and such term includes any schedules to such document.

33. "Safeguards Document" means an ESMP or RAP; and the term "Safeguard Documents" means, collectively, all such documents.

34. "Subsidiary Agreement" means the agreement referred to in Section I.C of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity.

35. "Targeted Industrial Parks or "Targeted IPs" means, collectively, Bole Lemi IP Phase II and Kilinto IP.
36. "Training and Workshops" means Project related study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.