Global Financing Facility
Grant Agreement

(Health Sector Support Project)

Between

PEOPLE'S REPUBLIC OF BANGLADESH

And

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Multi-Donor Trust Fund for the Global Financing Facility in Support of Every Woman Every Child

Dated August 28, 2017
GLOBAL FINANCING FACILITY
GRANT AGREEMENT

AGREEMENT dated, August 28, 2017, entered into between:

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or this Agreement, as the case may be.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through its Ministry of Health and Family Welfare ("MOHFW") in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed fifteen million United States Dollars ($15,000,000) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donor[s] to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donor(s) under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV**

**Additional Remedies**

4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following, namely, that the World Bank has determined after the Effective Date referred to in Section 5.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

**Article V**

**Effectiveness; Termination**

5.01 This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:

(a) the execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary government action; and

(b) the IDA Financing Agreement dated the same date as this Agreement, between the Recipient and the World Bank, providing a credit in support of the Project, has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

5.02 As part of the evidence to be furnished pursuant to Section 5.01 of this Agreement, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing on behalf of the Recipient that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
5.03 Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04 This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient’s Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Senior Secretary/Secretary, any Additional Secretary, Joint Secretary, Joint Chief, Deputy Secretary, Deputy Chief, Senior Assistant Secretary, Senior Assistant Chief, Assistant Secretary or Assistant Chief of the Economic Relations Division of the Ministry of Finance.

6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

   Economic Relations Division  
   Ministry of Finance  
   Government of the People’s Republic of Bangladesh  
   Sher-E-Bangla Nagar  
   Dhaka 1207, Bangladesh

   Facsimile:  
   +88029180671

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

   Telex:  
   248423 (MCI) or 64145 (MCI)  
   Facsimile:  
   1-202-477-6391
AGREED at Dhaka, People's Republic of Bangladesh, as of the day and year first above written.

PEOPLE'S REPUBLIC OF BANGLADESH

By

Authorized Representative

Name: KAZI SHOFIQUL AZAM
Title: SECRETARY

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Global Financing Facility

By

Authorized Representative

Name: QIMIAO FAN
Title: COUNTRY DIRECTOR
SCHEDULE 1
Project Description

The objective of the Project is to strengthen the health, nutrition and population ("HNP") sector’s core management systems and delivery of essential HNP services, with a focus on Selected Geographical Areas.

The Project consists of the following parts:

**Part 1: Governance and Stewardship**

1. Enhancing the Recipient’s citizen feedback system for its health services, including making the performance of the system and the responses to the messages received more transparent to the public.

2. Improving budget efficiency and allocation in the HNP sector through the increase of budget allocation and execution towards repair and maintenance to support basic service delivery.

**Part 2: HNP Systems Strengthening**

1. Improving the Recipient’s financial management, procurement, supply chain management and asset management systems in the HNP sector.

2. Improving the quality of the health management information system through the completeness of the reporting and inclusion of gender, for gender-disaggregated report, from the community clinic level.

3. Improving human resource in the HNP sector through the appointment and retention of qualified midwives at Upazila health complexes.

**Part 3: Provision of Quality HNP Services**

1. Improving coverage of essential services at the primary and first-referral levels for reproductive (including family planning), maternal, neonatal, child, and adolescent health and nutrition, including reducing geographic inequalities.

2. Supporting the Recipient in addressing emerging areas through the strengthening of the coordination mechanisms with the Ministry of Local Government, Rural Development and Cooperatives and urban local governments and the development and implementation of a pilot to address non-communicable diseases (hypertension), starting from screening and referral services at the community clinic level.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

The Recipient shall maintain throughout Project implementation:

(a) a DLI Monitoring Committee: (i) coordinated by the Planning Wing of the Health Services Division of MOHFW and the Planning Branch of the Medical Education and Family Welfare Division of MOHFW; (ii) comprised of representatives from, inter alia, other departments of the aforementioned divisions, pool funding development partners and relevant Recipient's entities; and (iii) responsible for, inter alia, monitoring progress towards achievement of the DLIs, supporting line directors in implementation, and assist in producing internal reports on DLI achievement to be submitted for verification in accordance with the Verification Protocols; and

(b) a Program Management and Monitoring Unit responsible for providing implementation support to the Planning Wing of the Health Services Division of MOHFW and the Planning Branch of the Medical Education and Family Welfare Division of MOHFW, in the carrying out their planning, monitoring and reporting obligations under the Project.

B. Anti-Corruption

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

C. Fiduciary Action Plan

Without limitations to the Recipient’s other obligations under this Agreement, and unless the World Bank shall otherwise agree in writing, the Recipient shall carry out the Project in accordance with its respective obligations under the Fiduciary Action Plan.

D. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor’s support for the Project.
2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, enable the representatives of the Donor(s) to visit any part of the Recipient's territory for purposes related to the Project.

E. Safeguards

1. The Recipient shall:

   (a) ensure that the Project is carried out in accordance with the Safeguards Instruments, in a manner and substance satisfactory to the World Bank; and

   (b) refrain from amending, suspending, waiving, abrogating, and/or voiding any provision of the Safeguards Instruments, in whole or in part, without the prior written agreement of the World Bank.

2. The Recipient shall, whenever a new EMP, SMP or TPP or any additional or revised Safeguards Instrument is required for any proposed activity under the Project in accordance with the provisions of the EMF, the SMF or the FTPP (as the case may be):

   (a) prior to the commencement of such activity, proceed to have such EMP, SMP or TPP (as the case may be): (i) prepared in accordance with the provisions of the EMF, the SMF and the FTPP, respectively; (ii) furnished to the World Bank for review and approval; and (iii) thereafter adopted and disclosed as approved by the World Bank, in a manner acceptable to the World Bank; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such EMP, SMP or TPP (as the case may be).

3. The Recipient shall maintain throughout Project implementation, a Project grievance redress mechanism, with staffing and operating procedures acceptable to the World Bank, for monitoring and addressing the concerns of people affected by the Project and building public and stakeholder support for the Project.

4. The Recipient shall maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the World Bank, the implementation of the Safeguards Instruments. Without limiting its other reporting obligations under this Agreement, the Recipient shall take all necessary measures to collect, compile and submit to the World Bank, as part of the Project Reports, information on the status of compliance with the Safeguards Instruments, giving details of:

   (a) measures taken in furtherance of the Safeguards Instruments;
(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments, particularly those related to the relevant EMP, SMP or TPP; and

(c) remedial measures taken or required to be taken immediately to address such conditions.

5. In the event of any inconsistency between the provisions of any of the Safeguards Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

F. Verifications

The Recipient shall:

(a) undertake, at least once per calendar year, a verification process, in accordance with the Verification Protocols and terms of reference agreed with the World Bank, and through, if applicable, an independent third party entity or entities engaged pursuant to sub-paragraph (b) below, to ascertain whether the DLRs have been achieved for the period under review;

(b) if and where required, engage a third party entity or entities for the purpose of verifying the DLRs, with qualifications, experience, and terms of reference satisfactory to the World Bank, to undertake the Verification Process referred to in sub-paragraph (a) above; and

(c) furnish to the World Bank corresponding verification reports, in form and substance acceptable to the World Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one (1) financial year, and shall be furnished to the World Bank not later than ninety (90) days after the end of the period covered by such report.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty five (45) days
after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard 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 World Bank not later than nine (9) months after the end of such period.

Section III. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance 100% (inclusive of taxes) of the Eligible Expenditures Program, up to the total DLRs’ Allocated Amounts.

2. Without limitations to the provision to the provisions of Part A.1 above, the Recipient shall make withdrawals for Eligible Expenditure Programs under the Project on the basis of results (“Disbursement Linked Results” or “DLRs”) achieved by the Recipient, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”) as described in the Annex to this Schedule 2.

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, unless and until the Recipient has:

   (i) furnished evidence in accordance with the Verification Protocols and acceptable to the World Bank of the Recipient’s satisfactory achievement of each DLR for which payment is requested in the amount of the price for each such DLR as set forth in the Annex to this Schedule 2; and

   (ii) complied with the additional instructions referred to in Section III.A. 1 of this Schedule 2, including furnishing to the World Bank the applicable interim unaudited financial reports documenting the incurrence of expenditures under the Eligible Expenditure Program during the respective DLR Period up to the date against which withdrawal is requested.
2. Notwithstanding the provisions of Part B.1 of this Section:

(a) if the World Bank is not satisfied that any DLR has been fully achieved then the World Bank may, at any time, by notice to the Recipient, decide to:

(i) in the case of any scalable DLR as per footnote 2 to the Annex to this Schedule 2, authorize the withdrawal of all or a portion of the unwithdrawn proceeds of the Grant then allocated to said DLR, at such later date (prior to the Closing Date) if and when the World Bank shall be satisfied, on the basis of evidence acceptable to the World Bank, that such DLR has been fully achieved;

(ii) reallocate all or a portion of the proceeds of the Grant then allocated to such DLR to any other DLR(s); and/or

(iii) cancel all or a portion of the proceeds of the Grant then allocated to such DLR; and

(b) with respect to the DLR Period current at the time of any withdrawal and in the case of any scalable DLR as per footnote 2 to the Annex to this Schedule 2, in the event that a DLR for a subsequent DLR Period has been partially or fully achieved in such current DLR Period, the World Bank, may at any time, by notice to the Recipient, decide to: (i) authorize withdrawal of Eligible Expenditure Programs incurred in such current DLR Period up to the DLR Value of the subsequent DLR Period achieved during such current DLR Period, and (ii) reduce the DLR Value of the subsequent DLR Period correspondingly.

3. Notwithstanding the provisions of Parts B.1 and B.2 of this Section, withdrawals shall not exceed the lesser of: (a) the total value of the DLRs achieved during the DLR period; and (b) the amount of the Eligible Expenditure Programs incurred but not paid by the proceeds of the Grant as of the DLR Period for which payment is requested.

4. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2021.
<table>
<thead>
<tr>
<th>DLR Period</th>
<th>FY2017</th>
<th>FY2018</th>
<th>FY2019</th>
<th>FY2020</th>
<th>FY2021</th>
<th>FY2022*</th>
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<tr>
<td><strong>DLR 1</strong></td>
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<tr>
<td>Post-partum family planning services are improved - US$4.5 million</td>
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<td><strong>DLRs</strong></td>
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<td>DLR 1</td>
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<tr>
<td>Percentage (% of targeted Public Health Facilities meeting readiness criteria for delivery of PPPF services in Sylhet and Chittagong divisions, reported for the previous CY)</td>
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<tr>
<td><strong>Targets</strong></td>
<td>5%</td>
<td>15%</td>
<td>25%</td>
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<tr>
<td><strong>Allocated Amounts</strong></td>
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<tr>
<td>DLR 1 US$4.5 million (US$0.1 million per 1% of targeted facilities)</td>
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<td><strong>DLR 2</strong></td>
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<td>Infant and child nutrition services are expanded - US$5 million</td>
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<td><strong>DLRs</strong></td>
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<td>DLR 2</td>
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<tr>
<td>Percentage (%) of registered infants and children aged under 2 years receiving specified nutrition services in Sylhet and Chittagong divisions, reported for the previous CY</td>
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<tr>
<td><strong>Targets</strong></td>
<td>10%</td>
<td>15%</td>
<td>20%</td>
<td>25%</td>
<td>30%</td>
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<tr>
<td><strong>Allocated Amounts</strong></td>
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<tr>
<td>DLR 2 US$5 million (US$0.05 million per 1% of registered infants and children aged under 2 years)</td>
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<td><strong>DLR 3</strong></td>
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<tr>
<td>School-based adolescent HNP program is developed and implemented - US$5.5 million</td>
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<td><strong>DLRs</strong></td>
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<tr>
<td>DLR 3.1</td>
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<tr>
<td>Assessment of current school-based services in Sylhet and Chittagong divisions is jointly completed with the education sector</td>
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<tr>
<td><strong>Allocated Amounts</strong></td>
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<tr>
<td>DLR 3.1 US$2 million</td>
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Notes:

1. This DLR is non-scalable and shall be achieved once only. The timeframe for achievement of this DLR is indicative, but must be achieved no later than December 31, 2021.

2. This DLR is scalable and may be achieved once annually in any given FY, but must be achieved no later than December 31, 2021.

* FY2022 goes from July 1, 2021 to December 31, 2021.
APPENDIX

Definitions

1. “Allocated Amount” means an amount of the Financing allocated to each DLR, expressed in SDRs, and set forth in the table in the Annex to Schedule 2 to this Agreement, which may be withdrawn following the achievement of the respective DLR; and “Allocated Amounts” means the plural thereof.

2. “Community Clinics” means the Recipient’s clinics operating at the community level.

3. “CY” means Calendar Year.

4. “Disbursement Linked Indicator” or “DLI” means each disbursement-linked indicators set forth in the first column of the table depicted in the Annex to Schedule 2 to this Agreement, and “DLIs” means the plural thereof.

5. “Disbursement Link Result or “DLR” means any one of the annual targets set to be achieved under each DLI as set forth in the table of the Annex to Schedule 2 to this Agreement; and “DLRs” means, the plural thereof.

6. “DLI Monitoring Committee” means the committee referred to in Section I.A(a) of Schedule 2 to this Agreement.

7. “DLR Period” means the specific year on which the corresponding DLR is set to be achieved, as set forth in the first row of the table depicted in the Annex to Schedule 2 to this Agreement.

8. “Eligible Expenditure Program” or “EEP” means the salaries required for the implementation of the Project and included in the Recipient’s budget lines consisting of the following items and corresponding budget codes: (a) Pay of Officers (4500) and (b) Pay of Establishment (non-gazetted staff) (4600) as such budget codes may be revised from time to time with the prior written concurrence of the World Bank.

9. “Environmental Management Framework” or “EMF” means the Recipient’s environmental management framework, acceptable to the World Bank, dated March 2017 and disclosed on April 6, 2017, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental impacts associated with Project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting; as such framework may be amended from time to time with the prior written concurrence of the World Bank.

10. “Environmental Management Plan” or “EMP” means each environmental management plan to be prepared under the Project in accordance with the EMF, each
such plan in form and substance satisfactory to the World Bank, and defining details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts associated with the implementation of Project activities, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as each EMP may be amended from time to time with the prior written concurrence of the World Bank.

11. “Fiduciary Action Plan” means the set of priority actions agreed by the Recipient and the World Bank for the strengthening of the Recipient’s fiduciary systems, dated June 22, 2017, as may be amended from time to time with the prior written agreement of the World Bank.

12. “Fiscal Year” or “FY” means the Recipient’s fiscal year which begins on July 1 of each calendar year and ends on June 30 of the next calendar year; except for FY2022.

13. “Framework for Tribal People’s Plan” or “FTTP” means the Recipient’s Framework for Tribal Peoples’ Plan, acceptable to the World Bank, dated March 2017, and disclosed on April 6, 2017, setting the policies and procedures to ensure that ethnic and vulnerable communities affected by the Project receive culturally appropriate social and economic benefits, and if any potential adverse effects on such communities are identified, measures to ensure their effects are avoided, minimized, mitigated, or compensated, as well as the preparation of the TPPs during the implementation of the Project, as said framework may be revised from time to time with the prior written concurrence of the World Bank.


15. “GRS” means Grievance Redress System.

16. “Health Complexes” means government facilities providing out- and in-patient health, nutrition and population services at the Upazila level.


18. “IDA Financing Agreement” means the agreement of the same date as this Agreement between the Recipient and IDA, providing Financing for the Project (Credit Number 6127-BD).

19. “Ministry of Finance” or “MOF” mean the Recipient’s Ministry of Finance, or any successor thereto.

21. “Ministry of Public Administration” or “MOPA” mean the Recipient’s Ministry of Public Administration, or any successor thereto.


23. “PPFP” means Post-Partum Family Planning.

24. “Program Management and Monitoring Unit” or “PMMU” means the coordination unit referred to in Section I.A(b) of Schedule 2 to this Agreement.

25. “Public Health Facilities” means the Recipient’s government facilities providing health, nutrition and population services.

26. “Safeguards Instruments” means the Environmental Management Framework, the Social Management Framework, the Framework for Tribal People’s Plan, the Environmental Management Plan(s), Social Management Plan(s), Tribal People’s Plan(s) and such ancillary or supplemental documents as may be included therein.

27. “Selected Geographical Areas” means areas selected within the Sylhet and Chittagong Divisions, or any other areas to be selected with the prior written concurrence of the Association.

28. “Social Management Framework” or “SMF” means the Recipient’s social management framework, acceptable to the World Bank, dated March 2017 and disclosed on April 6, 2017, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse social impacts associated with activities under the Project, including gender, including citizen’s engagement social aspects of the Project, and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting; as such framework may be amended from time to time with the prior written concurrence of the World Bank.

29. “Social Management Plan” or “SMP” means each social management plan to be prepared under the Project in accordance with the SMF, each such plan in form and substance satisfactory to the World Bank, defining details of measures to manage potential risks and mitigate, reduce and/or offset adverse social impacts associated with the implementation of Project activities, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as each SMP may be amended from time to time with the prior written concurrence of the World Bank.

30. “Tribal Peoples’ Plan” or “TPP” means each tribal peoples’ plan to be prepared under the Project in accordance with the FTPP, each such plan in form and substance satisfactory to the World Bank, detailing the specific actions, measures and policies
designed to address any impact on tribal groups or any other ethnic communities; as each TPP may be amended from time to time with the prior written concurrence of the World Bank.

31. "Upazila" means the Recipient’s administrative sub-district.

32. “Verification Process” means the process for the verification of the achievement of the DLRs spelled out in Section I.F of Schedule 2 to this Agreement.

33. “Verification Protocols” means the protocol to be adopted by the Recipient in form and substance satisfactory to the World Bank and referred to in Section I.F of Schedule 2 to this Agreement, containing the technical standards and procedures for assessing the achievement of DLRs, as such protocol may be revised from time to time with the prior written concurrence of the World Bank.