Financing Agreement

(Tejaswini: Socioeconomic Empowerment of Adolescent Girls and Young Women Project)

between

INDIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated FEBRUARY 23, 2017
FINANCING AGREEMENT

AGREEMENT dated \textbf{FEBRUARY 23}, 2012, entered into between \textbf{INDIA} ("Recipient") and \textbf{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 — CREDIT

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 the amount of sixty three million United States dollars (USD 63,000,000) ("Credit"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Credit 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 Credit Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Interest Charge payable by the Recipient for each Interest Period shall be at a rate equal to the Reference Rate for the Credit Currency plus the Fixed Spread; provided, however, that the Interest Charge payable shall in no event be less than zero percent (0%) per annum.

2.05. The Payment Dates are June 15 and December 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 to be carried out by the Project Implementing Entity 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 Event of Suspension consists of the following, namely that the JWDS’s Legal Framework 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 Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

5.02. 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 any of the following officials, acting severally: the Secretary, Additional Secretary, Joint Secretary, Director, Deputy Secretary, or Under Secretary of the Department of Economic Affairs in the Ministry of Finance of the Recipient.
6.02. The Recipient’s Address is:

Secretary
Department of Economic Affairs
Ministry of Finance
Government of India
North Block
New Delhi 110 001, India

Facsimile:
+91 (11) 23092883

6.03. The Association’s Address is:

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

Facsimile:
+1-202-477-6391
AGREED at NEW DELHI, India, as of the day and year first above written.

INDIA

By

Authorized Representative

Name: RAJ KUMAR
Title: JOINT SECRETARY

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: JUNAID KAMAL AHMAD
Title: COUNTRY DIRECTOR, INDIA
SCHEDULE 1

Project Description

The objective of the Project is to improve completion of market-driven skills training and secondary education for Adolescent Girls and Young Women in Select Districts of Jharkhand.

The Project consists of the following parts:

Component 1: Expanding Social, Educational and Economic Opportunities

1.1. *Community-level socio-economic empowerment of AGYW*: Carrying out community-based mobilization for the provision of services to AGYW through: (a) establishing and building the institutional capacity of community-level AGYW groups (“Tejaswini Clubs”), and providing Participatory Grants thereto for AGYW to convene, interact, receive life-skills training, share information on AGYW programs, training and services, and carry out participatory social and productive activities; (b) providing skills training to Tejaswini Clubs’ members on resilience and soft skills, AGYW’s rights and protections, health and nutrition, and financial literacy; (c) providing community-level business and livelihood skills training and support services for increased AGYW’s income through self-employment and micro-enterprise development; and (d) designing, developing and rolling out a comprehensive community mobilization and communications strategy, and campaigning to: (i) increase AGYW’s awareness of, and engagement with, the Project; and (ii) facilitate community leaders’ and families’ support to Tejaswini Clubs.

1.2. *Institution-level interventions for education and vocational skills training*: (a) Providing vocational skills and entrepreneurship training to AGYW aged 16-24 year old, and/or non-formal education to AGYW aged 14-20 year old, through performance-based contract with selected Training and Education Providers; and (b) providing Beneficiary Stipends to AGYW enrolled in such vocational skills and entrepreneurship training and/or non-formal education programs.

Component 2: Intensive Service Delivery

2.1. *Enhanced last-mile service delivery*: Piloting intensive service delivery models in Intensive Pilot Districts through: (a) operating approximately two hundred (200) Cluster Centers to serve as safe-spaces for the provision of the training set forth in Component 1 above, as well as granting AGYW access to internet services, IT equipment, and enhanced/personalized counseling; and (b) strengthening outreach activities under Component 1 above by enhancing peer-led activities and the physical presence of Project facilitators.
2.2. *Enhanced outreach to hard-to-reach populations:* (a) Piloting outreach mechanisms to extend the delivery of training and education courses, and business support services, to remote and rural areas through mobile training and/or other innovative arrangements; and (b) providing Top-Up Grants to Selected Tejaswini Clubs.

**Component 3: State Capacity-Building and Implementation Support**

3.1. *Strengthening systems and convergence:* Strengthening the systems and capacity of DWCDSS and JWDS for improved service delivery for AGYW, through: (a) setting up state, district and Block-level resource centers/implementation units in all Select Districts; (b) facilitating inter-departmental coordination and convergence by supporting the formulation of a state strategy and action plan for the socioeconomic empowerment of AGYW; and (c) strengthening monitoring and evaluation systems by designing, developing and operating an automated management information system and conducting systematic impact and process evaluation of key Project interventions.

3.2. *Project implementation support:* Strengthening the institutional capacity of DWCDSS and JWDS for the carrying out of the Project, including: (a) developing implementation manuals and guidelines, establishing partnership and managing human resources; (b) carrying out regular assessment of training needs by AGYW, developing training strategies and plans, as well as standardized training and learning materials for service providers and other stakeholders; and (c) supporting the day-to-day operation of various implementation units as state, district, block and cluster level.
SCHEDULE 2
Project Execution

Section I. Implementation Arrangements

A. On-lending

1. To facilitate the Project Implementing Entity’s carrying out of the Project, the Recipient shall make the proceeds of the Credit available to the Project Implementing Entity in accordance with the Recipient’s standard arrangements for development assistance to the States of India.

2. Notwithstanding paragraph 1 above, in the event that any provision of this Agreement, including the instructions that the Association shall have specified by notice to the Recipient pursuant to Section IV.A.1 of this Schedule, were to be found inconsistent with the Recipient’s standard arrangements for development assistance to the States of India, the provisions of this Agreement and related instructions shall govern.

3. The Recipient shall at all times protect its own interests and the interests of the Association to accomplish the purpose of the Financing.

B. Anti-Corruption

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate, and cause the Project Implementing Entity to monitor and evaluate, the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators agreed with the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty five (45) days after the end of the period covered by such report.

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 cause the Project Implementing Entity to prepare and furnish to the Recipient and 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 agreed with Association.

3. The Recipient shall have, and cause the Project Implementing Entity to have, the Project’s Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient and the Project Implementing Entity, commencing with the fiscal year in which the first withdrawal was made. The audited Financial Statements for each such period shall be furnished to the Association not later than nine (9) months after the end of such period.

Section III. Procurement

A. General

1. Goods and Non-consulting Services. All goods and non-consulting services required for the Project and to be financed out of the proceeds of the Credit 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 Credit 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 and Non-consulting Services

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

2. Other Methods of Procurement of Goods and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to
the additional provisions agreed upon from time to time between the Recipient and the Association and set forth in the Procurement Plan; (b) Shopping; (c) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; and (d) Direct Contracting.

C. Particular Methods of Procurement of Consultants' Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality and Cost-based Selection, 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 Credit

A. General

1. The Recipient may withdraw the proceeds of the Credit in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Credit ("Category"), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants' services, Participatory Grants, Top-up Grants, Facilitators Stipends, Beneficiary Stipends, Incremental Operating Costs, and Workshops and Training under the Project</td>
<td>63,000,000</td>
<td>70%</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT 63,000,000

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payment made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed five million United States dollars (USD 5,000,000) may be made for payments made for Eligible Expenditures prior to this date but on or after August 15, 2015.

2. The Closing Date is August 31, 2021.
**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 June 15 and December 15</td>
<td></td>
</tr>
<tr>
<td>Commencing December 15, 2021 to and including June 15, 2041</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid.
APPENDIX

Section I. Definitions

1. "Adolescent Girls and Young Women" and the acronym "AGYW" mean girls and women within the age group of fourteen (14) to twenty four (24) year old.


3. "Beneficiary Stipends" means the stipend (cash grant) in the amount of approximately USD150 equivalent (which amount may be revised from time to time by written agreement between Jharkhand and Association) to be paid by JWDS to AGYW enrolled in vocational training and non-formal education courses, in various installments upon enrollment, certified attendance and completion of such courses as set out in the OM&IP.

4. "Block" means each of the administrative blocks of the districts of Jharkhand.

5. "Block Resource and Implementation Unit" and the acronym "BRIU" mean each of the units to be established at Block level pursuant to Section I.A.2(e) of the Schedule to the Project Agreement.

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

7. "Cluster Centers" means local full-time designated safe spaces to be leased and operated as a single venue for the provision of Project services to AGYW.

8. "Component" means each set of activities identified as components 1 through 3 in Schedule 1 to this Agreement which, jointly considered, constitute the Project.


10. "Credit Currency" means the currency in which the Credit is denominated.

11. "Department" means each administrative branch of the government of Jharkhand.

12. "Displaced Persons" means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income...
sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impact on the livelihoods of such persons.

13. "District Resource and Implementation Unit" means each of the units to be established at district-level pursuant to Section I.A.2(d) of the Schedule to the Project Agreement.


15. "Environmental Management Plan" and the acronym "EMP" mean the environmental management plan prepared and adopted by JWDS for purposes of this Project, and disclosed in the Association's Infoshop on April 18, 2016, which plan sets forth the mitigation, enhancement, monitoring and institutional measures, including capacity building through training, required to: (i) preempt and/or eliminate adverse environmental impacts of activities to be implemented under the Project; (ii) offset them, or reduce them to acceptable levels; (iii) enhance any positive impacts thereof; and/or (iv) ensure compliance with the Recipient's and/or the Project Implementing Entity's statutory environmental requirement; as such plan may be amended, from time to time, with the prior written concurrence of the Association.

16. "Facilitators Stipends" means the stipend (cash grant) in the amount of approximately USD23 equivalent per month (which amount may be revised from time to time by written agreement between Jharkhand and Association) to be paid by JWDS to community-level youth facilitators enrolled in the Project pursuant to the eligibility criteria and terms of reference set forth in the OM&IP.

17. "Field Guidelines" means the guidelines to be prepared and adopted by the Project Implementing Entity pursuant to Section I.C.1 of the Schedule to the Project Agreement, for purposes of prescribing the implementation modalities for AGYW mobilization and the provision of training and education services.

18. "Financial Center" means the principal financial center for the United States dollar.

19. "Fixed Spread" means the Association's fixed spread for the Credit Currency in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of this Agreement and expressed as a percentage per annum.

arrangements, withdrawal applications procedures, asset management, reporting
and auditing arrangements applicable to the Project; as such manual may be
revised, updated or supplemented, from time to time, with the prior concurrence
of the Association.

21. "General Conditions" means the "International Development Association
General Conditions for Credits and Grants", dated July 31, 2010, with the
modifications set forth in Section II of this Appendix.

22. "Incremental Operating Costs" means the reasonable costs of incremental
operating expenditures incurred by DWCDSS and/or JWDS in the
implementation of the Project, which expenditures would not have been incurred
absent the Project, including, inter alia: office space rental and utilities; office
maintenance and repair; office consumables, vehicles rental, operation and
maintenance; communication, printing and/or publication expenses; staff per
diems, field allowances, travel expenses; bank charges; insurance premia; and
salaries of civil servants on full-time deputation to JWDS.

23. "Intensive Pilot Districts" means collectively the Dumka and Ramgarh districts
of Jharkhand, as well as their successors and/or any additional districts that the
Association and Jharkhand may mutually agree in writing from time to time.

24. "Inter-department District Coordination Committee" means each of the
committees to be established at district-level pursuant to Section I.A.2(f)
of the
Schedule to the Project Agreement.

25. "Interest Period" means the initial period from and including the date of this
Agreement to but excluding the first Payment Date occurring thereafter, and after
the initial period, each period from and including a Payment Date to but
excluding the next following Payment Date.


27. "JWDS" means the Jharkhand Women Development Society ("Jharkhand
Mahila Vikas Samiti"), a society established and registered on April 30, 2001
under the Recipient’s Societies Registration Act. 1860, as amended to date,
pursuant to Registration No. 5/2001-2002, and operating according to JWDS’
Legal Framework, or any successor thereto.

28. "JWDS' Legal Framework" means the JWDS Memorandum of Association and
Articles of Association, dated March 15, 2016, as amended to the date of this
Agreement.

29. "LIBOR" means for any Interest Period, the London interbank offered rate for
deposits in the relevant Credit Currency for six months, expressed as a
percentage per annum, that appears on the Relevant Rate Page as of 11:00 a.m. London time on the Reference Rate Reset Date for the Interest Period.

30. “Operations Manual & Implementation Plan” and the acronym “OM&IP” means the JWDS’s operations manual for the Project dated May 16, 2016, agreed with the Association, which sets out, *inter alia:*(i) the allocation of responsibilities, protocols and procedures among agencies and implementation units for the carrying out of the Project; (ii) the eligibility criteria for AGYW enrolment in the Project; (iii) the selection criteria for the identification and enrollment of community-level youth facilitators; (iv) the selection criteria for eligibility and award of Participatory Grants, Top-Up Grants, Facilitators Stipends and Beneficiary Stipends, as well as the terms and conditions thereof, and other fiduciary requirements therefor; and (v) the protocols and procedures for monitoring and evaluation of Project activities, including compliance with SITP and EMP; as such manual may be revised from time to time with the prior written concurrence of the Association.

31. “Participatory Grants” means a lump sum cash grant in the amount of approximately USD300 equivalent (which amount may be revised from time to time by written agreement between Jharkhand and Association) to be made available by JWDS to each Tejaswini Club for the club’s administration, and intended to finance social and productive activities planned and implemented by the club members.

32. “Performance Contract” means each of the contracts to be entered by JWDS with a Training and Education Provider, pursuant to Section I.D.1(a) of the Schedule to the Project Agreement, for purposes of providing market-driven vocational training and/or non-formal and bridge education to AGYW, and to be remunerated a per capitation fees and subject to the achievement of pre-agreed time-bound performance targets/outcome indicators.


34. “Procurement Manual” means JWDS’ procurement manual, dated May 16, 2016, setting forth, *inter alia:*(i) the guiding principles and policies of procurement, the implementation arrangements and allocation of responsibilities therefor; (ii) the public disclosure and reporting requirements; and (iii) the appeal/grievance mechanism applicable to procurement activities carried out under the Project; as such manual may be amended from time to time with the prior written concurrence of the Association.

35. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 18, 2018, 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.

36. “Project Implementation Committee” means the committee established on May 16, 2016 by the Project Implementing Entity pursuant to approval under file #234/JWSD2013-14, and referred to Section I.A.2(b) of the Schedule to the Project Agreement.

37. “Project Implementation Unit” and the acronym “PIU” mean the Project implementation units established within JWDS for purposes of carrying out the Project, and referred to in Section I.A.2(c) of the Schedule to the Project Agreement.

38. “Project Implementing Entity” means the Recipient’s State of Jharkhand.

39. “Project Steering Committee” means the committee established on May 16, 2016 by the Project Implementing Entity pursuant to approval under file #234/JWSD2013-14, and referred to in the Section I.A.2(a) of the Schedule to the Project Agreement.

40. “Reference Rate” means, for any Interest Period:

(a) LIBOR. If such rate does not appear on the Relevant Rate Page, the Association shall request the principal London office of each of four major banks to provide a quotation of the rate at which it offers six-month deposits in Dollar to leading banks in the London interbank market at approximately 11:00 a.m. London time on the Reference Rate Reset Date for the Interest Period. If at least two such quotations are provided, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the quotations. If less than two quotations are provided as requested, the rate for the Interest Period shall be the arithmetic mean (as determined by the Association) of the rates quoted by four major banks selected by the Association in the relevant Financial Center, at approximately 11:00 a.m. in the Financial Center, on the Reference Rate Reset Date for the Interest Period for loans in Dollar to leading banks for six months. If less than two of the banks so selected are quoting such rates, the Reference Rate for Dollar for the Interest Period shall be equal to the Reference Rate in effect for the Interest Period immediately preceding it; and

(b) if the Association determines that LIBOR has permanently ceased to be quoted for United States dollar, such other comparable reference rate for the relevant currency as the Association shall reasonably determine.
41. “Reference Rate Reset Date” means the day two London Banking Days prior to the first day of the relevant Interest Period (or in the case of the initial Interest Period, the day two London Banking Days prior to the first or fifteenth day of the month in which this Agreement is signed, whichever day immediately precedes the date of this Agreement; provided that if the date of this Agreement falls on the first or fifteenth day of such month, the Reference Rate Reset Date shall be the day two London Banking Days prior to the date of this Agreement).

42. “Relevant Rate Page” means the display page designated by an established financial market data provider selected by the Association as the page for the purpose of displaying the Reference Rate for deposits in the Credit Currency.

43. “Safeguard Documents” means, collectively, the EMP and SITP.

44. “Select Districts” means collectively the Palamu, Latehar, Chatra, Koderma, Ramgarh, Bokaro, Dhanbad, Lohardaga, Simdega, Khunti, Saraikela Kharsawan, East Singhbhum, Jamtara, Deoghar, Dumka, Pakur and Godda districts of Jharkhand, as well as their successors and/or any additional districts that the Association and Jharkhand may mutually agree in writing from time to time.

45. “Selected Tejaswini Clubs” means, collectively, Tejaswini Clubs that meet the eligibility criteria set forth in OM&IP for the provision of a Top-Up Grant, including, inter alia, that the clubs are located in Blocks with at least fifty percent (50%) of its population categorized as vulnerable groups (as the term is defined in the OM&IP), and the clubs’ memberships respect the similar ethnographic and socio-economic composition prevailing in the respective Blocks.

46. “Service Agreement” means each of the contracts to be entered by JWDS with a non-governmental organization, pursuant to Section I.D.1(b) of the Schedule to the Project Agreement, for purposes of carrying out community-led interventions, such as AGYW and community mobilization, engagement of youth facilitators, Tejaswini Clubs formation, and provision of counseling and training to AGYW.

47. “Social Inclusion and Tribal Plan” and the acronym “SITP” mean the Project Implementing Entity’s inclusion and tribal plan prepared and adopted by JWDS for purposes of this Project, and disclosed in the Association’s Infoshop on April 19, 2016, setting out: the principles and procedures, including mitigation and adaptive measures to offset, reduce to acceptable levels, or eliminate, any adverse social impact under the Project, including measures designed to ensure meaningful consultation with, and informed participation of, Tribal Groups and their communities in the design and implementation of the Project activities, as well as their participation in the envisioned culturally appropriate and socially inclusive benefits thereof; as such plan may be amended from time to time with the prior written concurrence of the Association.
48. “Tejaswini Club” means community-level AGYW groups established under sub-component 1.1(a) of the Project pursuant to the provisions and eligibility criteria set forth in OM&IP.

49. “Top-Up Grants” means a lump sum cash grant in the amount of approximately USD500 equivalent over and above the Participatory Grant (which amount may be revised from time to time by written agreement between Jharkhand and Association) to be made available by JWDS to each Selected Tejaswini Club for the club’s administration, and intended to finance social and productive activities planned and implemented by the club members.

50. “Training and Education Providers” means, collectively, the qualified vocational skills training and non-formal education providers to be engaged in the Project for the provision of services to AGYW enrolled in Tejaswini Clubs, pursuant to the respective Performance Contracts.

51. “Tribal Groups” means any distinct, vulnerable, social and cultural group within the territory of the Borrower, that: (i) self-identifies as such and claims, and is recognized by others as, having a distinguishable cultural identity; (ii) has collective attachment to geographically distinct habitats or ancestral territories in the Project area, and to the natural resources in these habitat and territories; (iii) has customary cultural, economic, social and political institutions that are separate from those of the dominant society and culture; and (iv) has an indigenous language, often different from the official language of the Recipient and/or the Project Implementing Entity.

52. “Workshops and Training” means the reasonable costs of training, workshops and conferences attended or provided by DWCDSS and/or JWDS staff, conducted in the territory of the Recipient and/or, subject to the Association’s prior agreement, overseas; which costs include, inter alia, training institutions’ and courses’ fees, logistics expenses, rental of training facilities, purchase and publication of training materials, and travel and subsistence allowances for trainers and/or trainees.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. The last sentence of Section 3.01 (b) is modified to read as follows:

   “The Commitment Charge shall be computed using a day-count convention reasonably determined by the Association”.

2. Section 3.02 is modified to read as follows:

   “Section 3.02. Interest Charge
The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest Charges shall be computed using a day-count convention reasonably determined by the Association.

3. Section 3.03 is modified by deleting paragraph (b) in its entirety and amending the remaining provision to read as follows:

"Section 3.03. Repayment of the Credit

The Recipient shall repay the Withdrawn Credit Balance to the Association in installments as provided in the Financing Agreement."

4. Section 3.04 is modified to read as follows:

"Section 3.04. Prepayment

(a) After giving not less than forty-five days' notice to the Association, the Recipient may repay the Association in advance of maturity, as of a date acceptable to the Association, all or any part of the principal amount of one or more maturities of the Credit specified by the Recipient, provided the Recipient has made payments due on the Credit as at such date, including any prepayment premium calculated pursuant to paragraph (b) of this Section.

(b) The prepayment premium payable under paragraph (a) of this Section shall be an amount reasonably determined by the Association to represent any gains or losses to the Association arising from the termination of any interest rate risk management transactions undertaken by the Association with respect to the Credit."

5. A new Section 3.11 is added to read as follows:

"Section 3.11. Cancellation Premia on Payment Failure, Cancellation, Suspension, Acceleration or Refund of the Credit

The Recipient shall pay to, or be entitled to receive from, the Association a cancellation premium that the Association shall reasonably determine represents any losses or gains to the Association arising from the termination of any interest rate risk management transactions undertaken by the Association with respect to the Credit as a result of: (i) the Recipient's failure to make payment (notwithstanding the fact that such payment may have been made by a third party) of principal, interest, service charges or any other amount due to the Association under this Agreement; (ii) any cancellation, suspension or acceleration of the Credit under Article VI of these General Conditions; or (iii)
any refund of the Credit. The Recipient shall pay any cancellation premium due to the Association not later than sixty days after notice shall have been given by the Association.”

6. Paragraph 28 of the Appendix (“Financing Payment”) is modified by substituting the words “the Service Charge” with the words “the Interest Charge”.

7. The Appendix is modified by inserting a new paragraph 32 with the following definition of “Interest Charge”, and renumbering the subsequent paragraphs accordingly:

“32. “Interest Charge” means the charge specified in the Financing Agreement for the purpose of Section 3.02.”

8. Renumbered paragraph 37 (originally paragraph 36) of the Appendix (“Payment Date”) is modified by substituting the words “Service Charges” with the words “Interest Charges”.

9. Renumbered paragraph 50 (originally paragraph 49) of the Appendix (“Service Charge”) is deleted in its entirety.