Financing Agreement

(Third Additional Financing (AFIII) For Roads and Bridges Maintenance and Management Project)

between

REPUBLIC OF MOZAMBIQUE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated April 22, 2015
AGREEMENT dated April 22, 2015, entered into between REPUBLIC OF MOZAMBIQUE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the Original Project (as defined in the Appendix to this Agreement). 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 fifty two million three hundred thousand Special Drawing Rights (SDR 52,300,000) (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 April 15 and October 15 in each year.

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

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

3.01. The Recipient declares its commitment to the objectives of the Project and the Program. 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 Amended and Restated 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 Project Implementing Entity’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

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 at the time responsible for economy and finance or any successor thereto.

6.02. The Recipient’s Address is:

Ministry of Economy and Finance
Praça da Marinha Popular
Av. 10 de Novembro nº 929
Maputo
Republic of Mozambique

Facsimile:
+258 21313747

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
AGREED at Maputo, Republic of Mozambique, as of the day and year first above written.

REPUBLIC OF MOZAMBIQUE

By

[Signature]
Authorized Representative
Name: Adriano Maleiane
Title: Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]
Authorized Representative
Name: Mark Lunden
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to improve access of the population to all season roads through maintenance, rehabilitation and upgrading of the classified road network.

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

Part A: Overhead Costs

(a) Administrative costs

Support to the Project Implementing Entity and ANE, at national and provincial levels, to strengthen their administrative capacity through the provision of goods, technical assistance and Operating Costs.

(b) Capacity building

Strengthening the technical capacity of the Project Implementing Entity, ANE, and MPWHWR through:

(i) the provision of technical assistance in the areas of: (A) financial management; (B) procurement and contract management; (C) control systems; (D) information technology; (E) road management and maintenance; and (F) training to national and provincial staff; and

(ii) the carrying out of studies on:

(A) national and provincial roads strategies, plans and budgets;

(B) financial, technical, and procurement audits, including methods to strengthen financial management and procedures for the processing of internal financial audits;

(C) highway information and management systems;

(D) climate resilience in road design and maintenance; and

(E) financial management systems.
(c) **Additional Programs**

**Road Safety Program**

(i) Carrying out of safety related civil works on the Recipient’s road network.

(ii) Development of a road safety data management system.

**Part B: Maintenance of Road Network**

Carrying out of civil works for the maintenance of the Recipient’s paved and unpaved road network, including routine and periodic maintenance, local repairs and road markings.

**Part C: Investments**

(a) **National Road Rehabilitation and Upgrade Program**

Rehabilitation of the *Jardim-Benfica* and *Xai-Xai–Chissibue* sections of the Recipient’s N1 road, including widening, surfacing, shape correction, strengthening and upgrading of the existing pavement and repairs of minor drainage structures, geometric and structural improvements to enhance traffic capacity and safety for vehicles and pedestrians.

(b) **Engineering Services**

Provision of consultants’ services for: (i) the supervision of the civil works referred to in Part C(a) of the Project; (ii) the supervision of the civil works to rehabilitate the Recipient’s road that runs from Massinga to Nhachengu; and (iii) the design of engineering plans to ensure the Project’s sustainability.

**Part D: Emergency related works in the Limpopo River Basin**

(a) Immediate Emergency Works: Carrying out of small emergency works (spot interventions), including associated consulting services.

(b) Medium Term Restoration/Rehabilitation Works: Carrying out of works related to substantive medium and long term technical solutions to be prepared under Design and Build (DBT) methodology using an Output and Performance Based (OPB) type of contract including associated consulting services and contingencies.
Part E: Pilot Program for Climate Resilient Rural Road Infrastructure

(a) Development of national technical design standards and specifications for climate resilient roads, including: (i) the carrying out of a review of existing design standards and construction maintenance approaches to ensure these better address climatic risks; and (ii) development of technical standards and maintenance approaches for paved and unpaved classified road network to include capacity-building programs for local contractors and service providers.

(b) Piloting of climate resilient road designs, including the development and piloting of improved maintenance approaches to include capacity-building programs for local contractors and service providers.

Part F: Immediate Response Contingency Fund

Establishment of an immediate response mechanism to facilitate access to rapid financing for disaster response in the aftermath of a national disaster to be triggered through formal declaration by the Recipient of national or regional state of emergency.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. 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 ("Subsidiary Agreement"), which shall include, inter alia, that the Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:

   (i) suspend or terminate the right of the Project Implementing Entity to use the proceeds of the Financing, or declare to be immediately due and payable or obtain a refund of all or any part of the amount of the Financing then withdrawn, upon the Project Implementing Entity's failure to perform any of its obligations under the Subsidiary Agreement; and

   (ii) require the Project Implementing Entity to: (A) carry out the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of this Agreement, the Safeguard Documents, the PIM, and the Anti-Corruption Guidelines; (B) provide, promptly as needed, the resources required for the purpose; (C) ensure that any works and services to be financed out of the Financing are procured in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Project and the achievement of the objective of the Project; (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related the Project; and (2) have such financial statements audited annually by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association, but in any event not later than six (6) months after the end of each Fiscal Year; (F) enable the Recipient and the Association to inspect the Project, its operation and any relevant records and documents; (G) permit the Association to make the Subsidiary Agreement and all financial statements audited pursuant to sub-paragraph
(E) above available to the public in accordance with the Association’s policies on access to information; and (H) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

2. The Recipient shall exercise its rights under the Subsidiary Agreement to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions without the prior written agreement of the Association.

B. **Institutional Arrangements**

1. The Recipient shall cause the Project to be carried out: (i) under the strategic direction and coordination of the MPWHWR; and (ii) under the overall responsibility for implementation, coordination and oversight of the Project Implementing Entity.

2. The Recipient shall maintain the Road Fund as the Project Implementing Entity, throughout the implementation of the Project.

C. **Anti-Corruption**

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

D. **Safeguards**

1. The Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Management Framework (ESMF) and the Resettlement Policy Framework (RPF), and, except as the Association shall otherwise agree in writing, shall not amend or waive any provision of the aforementioned documents.

2. Where required in terms of the ESMF or the RPF, as the case may be, the Recipient shall proceed to have an ESMP, an ESIA or a RAP, as the case may be:

   (a) prepared in accordance with the ESMF or RPF, as the case may be;

   (b) submitted to the Association for review and approval, and for public consultations as required; and

   (c) thereafter adopted on a timely basis for the purposes of implementation of the Project.
3. The Recipient shall ensure or caused to be ensured, that the terms of reference for any consultancy in respect of any Project activity shall be satisfactory to the Association following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the Safeguard Policies then in force, as applied to the advice conveyed through such technical assistance.

E. Flood Response Team

1. The Recipient shall maintain, at all times during the implementation of the Project, a flood response team with a mandate, composition and resources satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall cause the Project Implementing Agency 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 acceptable to the Association. Each Project Report shall cover the period of one calendar quarter, 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 June 30, 2018.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall cause the Project Implementing Entity to 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 Association not later than forty-five (45) days after the end of each fiscal quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall cause the Project Implementing Entity to have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. 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.
4. The Recipient shall cause the Project Implementing Entity to disclose the audited Financial Statements in a manner acceptable to the Association. The Recipient agrees that upon receipt of the Financial Statements, the Association shall make them available to the public in accordance with the Bank’s policy on access to information.

Section III. Procurement

A. General

1. Works. All works 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 Works

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below works shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Works. The following methods, other than International Competitive Bidding, may be used for procurement of works. The Procurement Plan shall specify the circumstances under which such methods shall be used: (a) National Competitive Bidding, subject to provisions of paragraph 3 of this Part B; (b) Direct Contracting; and (c) Shopping.

3. Additional Procedures for National Competitive Bidding (NCB):

   (a) General
       The procedures to be followed for NCB shall be those set forth in the Regulation, with the modifications described in the following paragraphs.
(b) **Eligibility**
No restriction based on nationality of bidders shall apply. Foreign bidders shall be allowed to participate in NCB without restriction and shall not be subject to any unjustified requirement which will affect their ability to participate in the bidding process such as, but not limited to, the proof that they are not under bankruptcy proceedings in the Recipient’s territory; have a local representative; have an attorney resident and domiciled in the Recipient’s territory; form a joint venture with a local firm. In cases of joint ventures, they shall confirm joint and several liability.

Prior registration, obtaining a license or agreement shall not be a requirement for any bidder to participate in the bidding process.

Recipient’s government-owned enterprises or institutions shall be eligible to participate in the bidding process only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not dependent agencies of the Recipient.

(c) **Bidding Documents**
Standard bidding documents acceptable to the Association shall be used for any procurement process under NCB.

(d) **Preferences**
No domestic preference shall be given for domestic bidders.

(e) **Applicable Procurement Method Under the Regulation**
Subject to these NCB exceptions, procurement under NCB shall be carried out in accordance with the Regulation’s public competition (*Concurso Público*) method.

(f) **Bid Preparation Time**
Bidders shall be given at least twenty-eight (28) days from the date of the invitation to bid or the date of availability of bidding documents, whichever is later, to prepare and submit bids.

(g) **Bid Opening**
Bids shall be opened in public, immediately after the deadline for their submission in accordance with the procedures stated in the bidding documents.

(h) **Bid Evaluation**
(i) Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only such criteria so specified shall be used to determine whether a bidder is qualified; the evaluation of the bidder’s qualifications should be conducted
separately from the technical and commercial evaluation of the bid. Qualification criteria shall be applied on a pass or fail basis.

(ii) Evaluation of bids shall be made in strict adherence to the criteria declared in the bidding documents; criteria other than price shall be quantified in monetary terms.

(iii) A contract shall be awarded to the qualified bidder offering the lowest-evaluated and substantially responsive bid.

(iv) Bidders shall not be eliminated on the basis of minor, non-substantial deviations.

(i) Rejection of All Bids and Re-bidding
All bids shall not be rejected and new bids solicited without the Association’s prior concurrence.

(j) Complaints by Bidders and Handling of Complaints
The Recipient shall establish an effective and independent complaint mechanism allowing bidders to complain and to have their complaint handled in a timely manner.

(k) Right to Inspect/Audit
In accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed from the proceeds of the Financing shall provide that: (i) the bidders and contractors and their subcontractors, agents, personnel, consultants or service providers, shall permit the Association, at its request, to inspect their accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Association; and (ii) the deliberate and material violation by the bidder, contractor or subcontractor of such provision may amount to obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.

(l) Fraud and Corruption
Each bidding document and contract financed from the proceeds of the Financing shall include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16(a) of the Procurement Guidelines. The Association may sanction a firm or individual, at any time, in accordance with prevailing Association sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded an Association-financed contract; and (ii) to be a nominated sub-contractor, consultant, or service provider of an otherwise eligible firm being awarded an Association-financed contract.
Debarment under National System
The Association may recognize, if requested by the Recipient, exclusion from participation as a result of debarment under the national system, provided that the debarment is for offenses involving fraud, corruption or similar misconduct, and further provided that the Association confirms that the particular debarment procedure afforded due process and the debarment decision is final.

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. The Procurement Plan shall specify the circumstances under which such methods may be used: (a) Selection based on Consultants' Qualifications; (b) Least-Cost Selection; (c) Quality-Based Selection; (d) Single-Source Selection; (e) Single-source procedures for the Selection of Individual Consultants; and (f) 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 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 and the Grant under the Additional Financing II (“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 Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Works and Consultants’ Services under Part D(b) of the Project</td>
<td>52,300,000</td>
<td>100 %</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>52,300,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 10,460,000 may be made for payments made prior to this date but on or after January 1, 2015, for Eligible Expenditures.

2. The Closing Date is December 31, 2017.
<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 April 15 and October 15, commencing April 15, 2021, to and including October 15, 2053</td>
<td>1.5625 %</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 Persons” means persons who, on account of an involuntary taking of land under the Project, had or would have their: (a) standard of living adversely affected; or (b) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (c) access to productive assets adversely affected, temporarily or permanently; or (d) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently; and “Affected Person” means any of the Affected Persons.

2. “Amended and Restated Project Agreement” means the agreement dated February 24, 2014, entered into by the Association and the Road Fund for the purpose of implementation of the Project, as amended.


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


7. “Environmental and Social Impacts Assessment” or “ESIA” means an environmental and social impacts assessment, acceptable to the Association and deemed consistent with the ESMF and ESMP and adopted for the purpose of the Project, to identify and assess the potential environmental impacts of the Project, to evaluate alternatives, and design appropriate mitigation, management, and monitoring measures, as such ESIA may be amended from time to time, with the prior written consent of the Association.

8. “Environment and Social Management Plan” or “ESMP” means an environmental management plan, acceptable to the Association and deemed consistent with the ESMF, and adopted for the purposes of the Project, giving details of specific
actions and measures required to give effect to the ESMF, along with the
procedural and institutional measures needed to implement such actions and
measures, as such ESMP may be amended from time to time, with the prior written
consent of the Association.

9. "Environment and Social Management Framework" or "ESMF" means the
Recipient's framework dated 2006 updated in December 2013, and disclosed in-
country and in the Association's InfoShop on January 9, 2014, that includes the set
of mitigation, enhancement, monitoring, and institutional measures, to be taken
during implementation of the Project to eliminate any adverse environmental and
social impacts, offset them, reduce them to acceptable levels, or to enhance
positive impacts, as such framework may be amended from time to time with the
prior written consent of the Association.

10. "General Conditions" means the "International Development Association General

11. "MPWHWR" means Ministry of Public Works, Housing and Water Resources or
any successor thereto.

12. "Original Financing Agreement" means the financing agreement for the financing
of the Original Project between the Recipient and the Association, dated July 9,
2007, as amended to the date of this Agreement (Credit No. 4308-MOZ).

13. "Original Project" means the Project described in Schedule 1 to the Original
Financing Agreement.

14. "PIM" means the Project implementation manual referred to in paragraph 2 of
Section 1.B of the Schedule to the Amended and Restated Project Agreement.

and Non-consulting Services under IBRD Loans and IDA Credits and Grants by

16. "Procurement Plan" means the Recipient's procurement plan for the Project, dated
July 26, 2013, (revised on February 5, 2015) 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.

17. "Program" means the Roads and Bridges Management and Maintenance
Adjustable Program Lending.

18. "Project Implementing Entity" means the Road Fund as defined here below.


22. “Resettlement Action Plan” or “RAP” means in respect of any activity involving resettlement, a resettlement plan for such activity prepared and implemented in accordance with the RPF, such resettlement plan to include a program of actions, measures and policies for compensation and resettlement of the Affected Persons, and setting forth the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements designed to ensure proper implementation of, and regular feedback on compliance with such RAP which may be amended with the prior written agreement of the Association.

23. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework of the Recipient dated 2006, updated in December 2013 and disclosed in-country in the Association’s InfoShop on January 9, 2014, setting forth the modalities for resettlement and compensation of Affected Persons under the Project, as the same may be amended from time to time with the prior written agreement of the Association.

24. “Safeguard Instruments” means the ESMF, the RPF, related ESMPs, ESIAs, and RAPs for the Project.


26. “Subsidiary Agreement” means the agreement referred to in Section I.A of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.