Financing Agreement

(Multipurpose Disaster Shelter Project)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 26, 2015
FINANCING AGREEMENT

AGREEMENT dated January 26, 2015, entered into between PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to two hundred fifty three million seven hundred thousand Special Drawing Rights (SDR 253,700,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).

2.05. The Payment Dates are June 1st and December 1st 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. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as 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 — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the date of the signing of this Agreement.

4.02. 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 V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is the Secretary, or the Additional Secretary, or any Joint Secretary, or Deputy Secretary, or Senior Assistant Secretary, or Assistant Secretary, or Joint Chief, or Deputy Chief, or Senior Assistant Chief, or Assistant Chief of the Economic Relations Division of the Recipient’s Ministry of Finance.

5.02. The Recipient’s Address is:

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

   Facsimile:

   +88029180788/+88029180671

5.03. The Association’s Address is:
International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable: INDEVAS  
Telex: 248423 (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

[Signature]

Authorized Representative

Name: Muhammad Nazrul Islam
Title: Senior Secretary

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Johannes Zutt
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to reduce the vulnerability of the coastal population across Selected Coastal Districts of Bangladesh to natural disasters.

The Project consists of the following Parts:

Part A: Reconstruction and Improvement of Multipurpose Shelters

1. Carrying out the construction of about five hundred fifty two (552) new shelters as multipurpose buildings for primary schools, community centers or other community buildings, including carrying out and updating of designs for the construction of such new disaster shelters.

2. Carrying out the rehabilitation, repair and improvement of about four hundred fifty (450) damaged or inadequate existing shelters, including updating and modernizing them to provide, inter alia, proper toilets and water supply, and waste water systems.

3. Carrying out the construction and rehabilitation of about five hundred fifty kilometers (550 km) of rural roads and communication networks to access the shelters built under the Project.

4. Carrying out the preparation and implementation of Environmental Management Plans, Social Management Plans, Resettlement Action Plans and Small Ethnic and Vulnerable Communities Development Plans to be developed under the Project including the monitoring and evaluation of such plans.

5. Provision of technical advisory services to carry out (a) surveys, designs and construction supervision of rehabilitation/improvement of multipurpose disaster shelter including related civil work activities; and (b) consultations with the local communities and stakeholders, in identifying sites, needs and suitable design of multipurpose disaster shelters.

Part B: Project Management, Monitoring and Technical Assistance and Training

Provision of support: (a) to establish and operate the Project Management Unit, including support to the Procurement Panel and the Project Audit Committee, and financial and technical audits; (b) to carry out monitoring and evaluation activities under the Project; (c) to carry out Training in areas related to: disaster management and preparedness, construction, contract management, financial management, and to prepare environmental and social assessments, Environmental Management Plans, Small Ethnic and Other Vulnerable Communities Development Plans, and
Resettlement Action Plans including the provision of associated equipment and software; and (d) to prepare future project(s) related to improving the resilience of the coastal population to natural disasters.

Part C: **Contingent Emergency Response**

Provision of immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. During Project implementation, the Recipient shall ensure that:

   (a) a Project Steering Committee, with a mandate, terms of reference and resources satisfactory to the Association, chaired by the senior secretary or secretary of LGD, and including representatives from of relevant ministries and/or divisions, shall meet as frequently as necessary to:
       (i) provide strategic and policy direction on all activities under the Project;
       (ii) facilitate the coordination of Project activities; and (iii) address any obstacle during the implementation of the Project;

   (b) a Project Management Unit with mandate and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association including one (1) Project director, one (1) dedicated deputy Project director, a senior technical specialist, senior specialists in, *inter alia*, procurement, financial management, environment, social, communication, geographic information systems, and adequate support staff; which shall be responsible to, *inter alia*, carry out the management, financial management, performance evaluations, safeguards, monitoring and reporting activities of the Project;

   (c) a Project Audit Committee, with a mandate, composition and resources satisfactory to the Association, chaired by the joint secretary (audit) of LGD or his/her representative, shall meet as frequently as necessary to ensure that Project audit reports are recommendations are duly reviewed and followed up; and

   (d) (i) a Procurement Panel of international and local procurement experts with qualifications, experience and terms of reference satisfactory to the Association, authorized and empowered, on behalf of the Recipient, shall conduct the procurement of all high value contracts and award of all ICB contracts which shall be specified in the Procurement Plan for such purpose, and (ii) all measures shall be taken by the Recipient as shall be necessary to enable the said panel to discharge its functions in an efficient, transparent and independent manner.
B. Environmental and Social Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF/TDF, the Environmental Code of Practice and the relevant Safeguard Assessments and Plans.

2. Whenever an additional or revised Safeguard Assessment and Plan shall be required for any proposed Project activity in accordance with the provisions of the ESMF/TDF, as the case may be, the Recipient shall:

(a) prior to the commencement of such activity, proceed to have such Safeguard Assessment and Plan: (i) prepared in accordance with the provisions of the ESMF/TDF, as the case may be; (ii) furnished to the Association for review and approval; and (iii) thereafter adopted and disclosed as approved by the Association, in a manner acceptable to the Association;

(b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Assessment and Plan; and

(c) in the case of any resettlement activity under the Project involving Affected Persons, ensure that no displacement shall occur before necessary resettlement measures consistent with the RAP applicable to such activity have been executed, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, prior to displacement.

3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF/TDF or any Safeguard Assessments and Plans, unless the Association has provided its prior approval thereof in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.

4. Without limitation on its other reporting obligations under this Agreement, the Recipient shall collect, compile and submit to the Association on a bi-annual basis (or such other frequency as may be agreed with the Association) consolidated reports on the status of compliance with the ESMF/TDF and the Safeguard Assessments and Plans, giving details of: (a) measures taken in furtherance of the said instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the said measures; and (c) remedial measures taken or required to be taken to address such conditions.

5. Without limitation on the foregoing, the Recipient shall ensure that the terms of reference for each activity under Part B(d) of the Project shall be satisfactory to
the Association and shall incorporate applicable technical, environmental and social standards consistent with those of the ESMF/TDF.

6. In the event of any conflict between the provisions of any of the ESMF/TDF or any Safeguard Assessments and Plan, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Anti-Corruption

1. Notwithstanding the application of the Recipient’s anti-corruption laws, the Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

2. Without limitation on the provisions of paragraph 1 above, the Recipient shall: (a) carry out the Governance and Accountability Action Plan in accordance with its terms; and (b) submit reports on the status of the implementation of said plan as part of the Project Reports referred to in Section II.A of this Schedule (or such other frequency as may be agreed with the Association).

D. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 3 of the Project ("Emergency Response Part"), the Recipient shall:

   (a) prepare and furnish to the Association for its review and approval, a Contingent Emergency Response Implementation Plan ("CERIP") which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any special institutional arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of the ESMF/TDF and relevant Safeguard Assessments and Plans to the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;

   (b) afford the Association a reasonable opportunity to review the proposed CERIP;
(c) promptly adopt the CERIP for the Emergency Response Part as shall have been accepted by the Association;

(d) ensure that the Emergency Response Part is carried out in accordance with the CERIP; provided, however, that in the event of any inconsistency between the provisions of the CERIP and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERIP without prior written approval by the Association.

2. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has ensured the preparation and disclosure of all Safeguard Assessments and Plans required for said activities, in accordance with the ESMF/TDF, the Association has approved all such instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall 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 the indicators acceptable to the Association. Each Project Report shall cover the period of one (1) 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.

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 prepare and furnish to the Association as part of the Project Report, not later than
forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall 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 (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services

All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services

All consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

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

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, following the procedures of the Procurement Laws subject to the
additional provisions set forth in paragraph 3 below; (b) Shopping; and (c) Direct Contracting.

3. **National Competitive Bidding Procedures.** The following provisions apply for the contracting of goods, works and non-consulting services under National Competitive Bidding, using bidding documents acceptable to the Association:

   (a) post bidding negotiations shall not be allowed with the lowest evaluated or any other bidder;

   (b) bids should be submitted and opened in public in one (1) location immediately after the deadline for submission;

   (c) lottery in award of contracts shall not be allowed;

   (d) bidders’ qualification/experience requirement shall be mandatory;

   (e) bids shall not be invited on the basis of percentage above or below the estimated cost and contract award shall be based on the lowest evaluated bid price of compliant bid from eligible and qualified bidder; and

   (f) single stage two (2) envelope procurement system shall not be allowed.

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.
E. **Procurement of Emergency Expenditures under the Emergency Response Part**

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for activities included in the Emergency Response Part shall be procured in accordance with the procurement methods and procedures set forth in the CERIP.

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 Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services, Training and Incremental Operating Costs under the Project</td>
<td>253,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Emergency Expenditures</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>253,700,000</strong></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:
(a) prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 2,710,000 may be made for payments made prior to this date but on or after September 1, 2014, for Eligible Expenditures under Category (1); or

(b) for Emergency Expenditures under Category (2), unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:

(i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has ensured that all safeguards instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Sections I.B and I.D.2(b) of this Schedule;

(iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.D.1 of this Schedule, for the purposes of said activities; and

(iv) the Recipient has adopted the CERIP in form, substance and manner acceptable to the Association and the provisions of the CERIP remain - or have been updated in accordance with the provisions of Section I.D of this Schedule 2 so as to be appropriate for the inclusion and implementation of the Emergency Response Part.

2. The Closing Date is September 30, 2020.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each June 1st and December 1st, commencing June 1, 2021 to and including December 1, 2052</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 Person" means a person who, on account of the execution of the Project, 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 person must move to another location; or (b) the involuntary restriction to access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person, and "Affected Persons" means, collectively, all such Affected Persons.


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


5. "Contingent Emergency Response Implementation Plan" and "CERIP" each means the plan referred to in Section I.D.1 of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part in accordance with the provisions of said Section.

6. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

7. "Emergency Expenditure" means any of the eligible expenditures set forth in the CERIP in accordance with the provisions of Section I.E.1 of Schedule 2 to this Agreement, and required for the Emergency Response Part.

8. "Emergency Response Part" means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part C of the Project.

9. "Environmental Code of Practice" means the code included in the ESMF, setting out measures and procedures to avoid minimize and/or mitigate any adverse environmental, social, health and safety impacts that may result from the implementation of the Project.
10. "Environmental Impact Assessment" and "EIA" mean each of the environmental impact assessments to be prepared under the Project in accordance with the ESMF/TDF, pursuant to Section I.B. of Schedule 2 to this Agreement, each such assessment in form and substance satisfactory to the Association, and defining details of potential environmental risks and adverse impacts associated with the implementation of Project activities, together with an environmental management plan defining measures to manage such risks and impacts.

11. "Environmental Management Plan" and "EMP" mean each environmental management plan to be prepared under the Project in accordance with the ESMF/TDF, pursuant to Section I.B. of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, 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.

12. "ESMF/TDF" means the Environmental and Social Management Framework and Tribal Development Framework of the Recipient dated October 2014, including a land acquisition and resettlement framework, an Environmental Code of Practice, a tribal peoples development framework, and a social inclusion and gender framework together setting forth:

(a) 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, mitigate or offset them, including public consultation, disclosure and reporting; and

(b) the social impact assessment and mitigation procedures and arrangements and grievance redress procedures, including guidelines and procedures for assessing and addressing any Project impacts on women and other vulnerable group;

as said framework and any annexes or schedules to such framework, may be revised from time to time with the prior written approval of the Association.


14. "Governance and Accountability Action Plan" means the plan agreed between the Association and the Recipient, dated November 11, 2014, setting forth actions and measures to be taken by the Recipient to ensure integrity, transparency and
accountability in the implementation of the Project and the use of the proceeds of the Financing.

15. “ICB” means International Competitive Bidding as defined in the Procurement Guidelines.

16. “Incremental Operating Costs” means the reasonable costs of goods and non-consulting services required for the day-to-day coordination, administration and supervision of Project activities, including leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel, office supplies, utilities, consumables, communication expenses, translation, printing, photocopying and postal expenses, bank charges, advertising expenses, insurance, costs of clearing, forwarding, inspection, survey and transportation of goods, Project-related meeting expenses, Project-related travel, subsistence and lodging expenses, excluding honoraria and salaries and allowances of officials of the Recipient’s civil service.

17. “LGD” means Local Government Division, the Recipient’s division with its Ministry of Local Government, Rural Development and Cooperatives managing all matters relating to local government and local government institutions, or any successor thereto.

18. “LGED” means Local Government Engineering Department, the Recipient’s entity responsible for implementing the Project, or any successor thereto.


21. “Procurement Panel” means the panel to be maintained by the Recipient in accordance with the provisions of Section I.A.1(d) of Schedule 2 to this Agreement; as such panel may be reconstituted from time to time with the prior agreement of the Association.

22. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated September 15, 2014 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

23. “Project Audit Committee” means the committee to be maintained by the Recipient in accordance with the provisions of Section I.A.1(c) of Schedule 2 to this
Agreement; as such committee may be reconstituted from time to time with the prior agreement of the Association.

24. “Project Management Unit” and “PMU” mean the unit to be maintained by the Recipient in LGED in accordance with the provisions of Section I.A.1(b) of Schedule 2 to this Agreement, as such unit may be reconstituted from time to time with the prior agreement of the Association.

25. “Project Steering Committee” and “PSC” mean the committee to be maintained by the Recipient in accordance with the provisions of Section I.A.1(a) of Schedule 2 to this Agreement; as such committee may be reconstituted from time to time with the prior agreement of the Association.

26. “Resettlement Action Plan” and “RAP” mean each resettlement action plan to be prepared under the Project in accordance with the ESMF/TDF, pursuant to Section I.B. of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, and containing, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms.

27. “Safeguard Assessment and Plan” means any EIA, SIA, EMP, SMP, RAP and/or SEVCDP prepared or to be prepared by the Recipient in accordance with the ESMF/TDF and the provisions of Section I.B. of Schedule 2 to this Agreement; and “Safeguard Assessments and Plans” means, collectively, all such assessments and plans.

28. “Selected Coastal Districts” means the districts of Bholo, Barisal, Chittagong, Cox’s Bazaar, Feni, Lakhsimpur, Noakhali, Patukhali, and Pirojpur and any other district agreed to in writing between the Association and the Recipient.

29. “Social Impact Assessment” or “SIA” means each social impact assessment to be prepared under the Project in accordance with the ESMF/TDF, pursuant to Section I.B. of Schedule 2 to this Agreement, each such assessment in form and substance satisfactory to the Association, and defining details of potential social risks and adverse impacts associated with the implementation of Project activities, together with measures to manage such risks and impacts.

30. “Small Ethnic Communities” means, for purposes of the Project, the social groups (including tribes, minor races, ethnic sects and communities) residing or engaged in livelihood activities in specific areas (or where a concentration of ethnic people are present) under the Project from time to time; each of which possesses a distinct social and cultural identity that makes it vulnerable to being disadvantaged in the
development process, including the presence in varying degrees of the following characteristics: (a) close attachment to ancestral territories and to the natural resources in these areas; (b) self-identification and identification by others as members of a distinct cultural group; (c) a language, often different from the Bangla language; (d) presence of customary social and political institutions; and (e) primarily subsistence-oriented production.

31. “Social Management Plan” and “SMP” mean any social management plan to be prepared in accordance with the ESMF/TDF, pursuant to Section I.B. of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, defining details of measures to manage potential social risks and avoid, minimize and/or mitigate any adverse social impacts associated with 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 said plan may be modified from time to time with the prior written no-objection of the Association, and such term includes any schedules or annexes to such plan.

32. “Training” means the reasonable costs of goods and services required for the participation of personnel involved in training activities, workshops and study tours under the Project, including travel and subsistence costs for training, workshop and study tour participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, costs of academic degree studies, and other costs directly related to training course, workshop or study tour preparation and implementation, but excluding salaries of consultants.

33. “Small Ethnic and Vulnerable Communities Development Plan” and “SEVCDP” mean each tribal and other communities development plan acceptable to the Association and prepared on the basis of the ESMF/TDF, detailing the specific actions, measures and policies designed to address any impact on Small Ethnic Communities and facilitate the achievement of the objectives of the ESMP/TSF; as said plan and any annexes or schedules to such plan, may be revised from time to time with the prior written approval of the Association.