Loan Agreement

(OECS MSME Guarantee Facility Project)

between

ANTIGUA AND BARBUDA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between ANTIGUA AND BARBUDA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

WHEREAS (A) the Borrower, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested the Bank to assist in the financing of the Project;

(B) the Project also will be financed by other credits from the Association (the Other Credits) to Other Participating Countries, as provided in the financing agreements entered into between each of the Other Participating Countries and the Association (the Other Financing Agreements);

(C) the Project will be carried out by the ECPCGC with the Borrower’s and the Other Participating Countries’ assistance and, as part of such assistance, the Borrower and the Other Participating Countries will make the proceeds of the Loan and the Other Credits available to ECPCGC, as set forth in this Agreement and the Other Financing Agreements; and

WHEREAS the Bank has agreed, on the basis, inter alia, of the foregoing, to extend the Loan to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form 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 — LOAN

2.01. The Bank agrees to lend to the Borrower the amount of two million Dollars, ($2,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.

2.06. The Payment Dates are January 15 and July 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Project to be implemented by the ECPCGC in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

4.01. The Additional Events of Suspension consist of the following:

(a) The ECPCGC Agreement shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Bank, the ability of the ECPCGC to perform any of its obligations under the Subsidiary Agreement.

(b) The Borrower shall have withdrawn from the ECPCGC Agreement, or shall have amended, suspended, abrogated, repealed or waived its internal legislation approving the ECPCGC Agreement, so as to affect materially and adversely the ability of ECPCGC to perform any of its obligations under the Subsidiary Agreement.

4.02. The Additional Event of Acceleration consists of the following, namely, that any event specified in Section 4.01 of this Agreement occurs.
ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) that the Other Financing Agreements of any three (3) Other Participating Countries have been executed and all conditions precedent to the effectiveness of said Other Financing Agreements have been fulfilled;

(b) that the Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make withdrawals under it have been fulfilled; and the Co-Financier has provided a schedule for the proposed disbursement installments under the respective contributions in intervals and amounts acceptable to the Bank;

(c) that the Subsidiary Agreement has been executed on behalf of the Borrower and the ECPCGC in a manner acceptable to the Bank;

(d) that: (i) the appointment of the ECPCGC’s board of directors has been published in a manner acceptable to the Bank; (ii) the Operations Manual has been prepared in a manner acceptable to the Bank and adopted by the ECPCGC’s board of directors, and published on the website of the ECPCGC in accordance with Article 39(4)(c) of the ECPCGC Agreement; and

(e) that: (i) a technical and fiduciary assessment of the ECPCGC has been carried out in a manner acceptable to the Bank; and (ii) the PCT has been established as provided in Section I.A of Schedule 2 to this Agreement, and in a manner satisfactory to the Bank.

5.02 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower’s Representative is Minister of Finance and Corporate Governance.

6.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower’s address is:

Minister of Finance and Corporate Governance
Government Complex
Parliament Drive
St. John’s
Antigua; and

(b) the Borrower’s Electronic Address is:
6.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank’s address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank’s Electronic Address is:

Telex: Facsimile: E-mail:
248423(MCI) or 1-202-477-6391 tsayed@worldbank.org
AGREED as of the Signature Date.

ANTIGUA AND BARBUDA

By

Authorized Representative

Name: LENNOX WESTON

Title: MINISTER OF STATE MINISTRY OF FINANCE & CORPORATE GOVERNANCE

Date: SEPTEMBER 28, 2018

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Mariangeles Sabella

Title: Acting Country Director

Date: AUGUST 13, 2018
SCHEDULE 1

Project Description

The objective of the Project is to facilitate additional financial intermediation for MSMEs by supporting the establishment of a regional partial guarantee corporation.

The Project consists of the following parts:

1. **Part 1: Capitalize the Partial Credit Guarantee Fund.**
   
   Capitalization of the CGF for the provision of Credit Guarantees to Participating Lenders.

2. **Part 2: Project Management, Operating Costs, and Lender Training.**
   
   Provision of support to the ECPCGC in connection with Project coordination, implementation, and supervision, through *inter alia*: (a) the recruitment and Training of ECPCGC’s staff; (b) the provision of Training to loan officers of Participating Lenders; (c) the acquisition of goods; (d) the financing of Operating Costs; (e) the carrying out of minor works for the installation of any necessary computer hardware and minor refurbishing works of office facilities; (f) the monitoring and evaluation of Project activities; and (g) the carrying out of Project audits.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Implementation Unit

The Borrower shall cause the ECPCGC to establish, and thereafter operate and maintain, throughout Project implementation, a Project coordination team ("PCT") to manage Project implementation with functions and responsibilities acceptable to the Bank and staffed with personnel in number and with qualifications and experience acceptable to the Bank as set forth in the Operations Manual.

2. Operations Manual

The Borrower shall cause the ECPCGC:

(a) to carry out the Project in accordance with the Operations Manual; and

(b) except as the Bank shall otherwise agree in writing, not to amend, waive, suspend or abrogate the Operations Manual. In case of any inconsistency between the provisions of the Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Borrower shall make the proceeds of the Loan available to the ECPCGC, on a grant basis, under a subsidiary agreement between the Borrower and the ECPCGC, under terms and conditions acceptable to the Bank, ("Subsidiary Agreement"), which shall include, *inter alia:* (a) the roles and responsibilities of the ECPCGC with regard to the implementation of the Project, including the Capitalization of the CGF; (b) the obligation of the ECPCGC to comply with: (i) the technical, fiduciary and safeguards requirements applicable to the Project in accordance with the provisions of this Agreement; and (ii) the Anti-Corruption Guidelines.

2. The Borrower shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such a manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, terminate, amend, abrogate, waive or fail to enforce the Subsidiary Agreement or any of its provisions.
3. Notwithstanding the foregoing, in the event of a conflict among the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

C. **Credit Guarantee Fund**

1. For the implementation of Part 1 of the Project, the Borrower shall cause the ECPCGC to:

   (a) Deposit into the CGF all proceeds of the Loan disbursed under Category (1) referred to in Section III of Schedule 2 to this Agreement for the purposes of providing Credit Guarantees to Participating Lenders, on terms and conditions acceptable to the Bank and further detailed in the Operations Manual. Once so deposited, said proceeds shall constitute part of the CGF capital. For financial reporting purposes, such funds shall be kept segregated from other funds deposited into the ECPCGC.

   (b) Ensure that as a requirement for providing a Credit Guarantee, the relevant Participating Lender and the respective Selected MSME enter into an agreement ("MSME Loan Agreement") on terms and conditions acceptable to the Bank, including, *inter alia*: (i) the obligation of the Participating Lender to provide the MSME Loan to the Selected MSME to carry out MSME Activities; and (ii) the right of the Participating Lender to terminate the right of the Selected MSME to use the proceeds of the MSME Loan, or obtain a refund of all or any part of the amount of the MSME Loan received, upon the Selected MSME failure to perform any of its obligations under the MSME Loan Agreement, and/or Operations Manual, including compliance with the Safeguard Documents.

   (c) Ensure that prior to providing a Credit Guarantee, the ECPCGC enters into an agreement with the relevant Participating Lender ("Guarantee Agreement") on terms and conditions acceptable to the Bank, including, *inter alia*: (i) the obligation of the Participating Lender to comply with the pertinent provisions of the Operations Manual, the Safeguard Documents, and the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower; and (ii) the right of the ECPCGC to terminate the right of the Participating Lender to use the proceeds of the Credit Guarantee, or obtain a refund of all or any part of the amount of the Credit Guarantee received, upon the Participating Lender's failure to perform any of its obligations under the Guarantee Agreement, and/or Operational Manual, including compliance with the Safeguard Documents.

2. Except as the Bank shall otherwise agree, the Borrower shall ensure that the ECPCGC does not assign, amend, abrogate, terminate, waive or fail to enforce or permit to
be assigned, amended, abrogated, terminated, waived or failed to be enforced, any Guarantee Agreement, or any provisions included or referred therein.

D. Safeguards

1. The Borrower shall ensure that throughout Project implementation, the Project shall be carried out in accordance with the guidelines, procedures, timetables and other specifications set forth in the ESMF and the IPP (as applicable). In particular, the Borrower shall ensure that: (a) for any activity under the Project, for which the ESMF provides that one or more other Safeguard Document(s) should be prepared, such Safeguard Document(s) are prepared in form and in substance satisfactory to the Bank, in accordance with the provisions of the ESMF; and (c) no Project activities shall be eligible for financing under this Agreement if they involve Involuntary Resettlement or are in breach of the foregoing provisions.

2. Except as the Bank shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the Bank, the Borrower shall not abrogate, amend, repeal, suspend, terminate, waive or fail to enforce any provisions of any of the Safeguard Documents, nor shall it permit the ECPCGC to do so.

3. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall, and/or shall cause the ECPCGC to, regularly collect, compile and submit to the Bank, when the Bank may so request with reasonable notice, reports on the status of compliance with the Safeguard Documents, giving details of: (a) measures taken in furtherance of the Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.

4. In the event that any provisions of the Safeguard Documents shall conflict with any provisions under this Agreement, the terms of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

The Borrower shall furnish to the Bank each Project Report not later than four months after the end of each ECPCGC’s fiscal year, covering the ECPCGC’s fiscal year.

Section III. Withdrawal of Loan Proceeds

A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee and (ii) each Interest Rate Cap or
Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Capitalization of the CGF under Part 1 of the Project</td>
<td>1,620,000</td>
<td>100% of amount specified for the Capitalization of the CGF as per the Subsidiary Agreement</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part 2 of the Project</td>
<td>375,000</td>
<td>16.5%</td>
</tr>
<tr>
<td>(3) Front-end Fee</td>
<td>5,000</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>(4) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 4.05 (c) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>2,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

   (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed $400,000 may be made for payments made prior to this date but on or after May 8, 2018, for Eligible Expenditures under Category (2); or

   (b) under Category (1) unless the Bank has received satisfactory evidence that a separate account has been duly opened for the CGF.
2. The Closing Date is June 30, 2023.
SCHEDULE 3

Disbursement-Linked Amortization Repayment Schedule – Annuity Repayment

1. Subject to the provisions of Section 3.03 of the General Conditions, the Borrower shall repay each Disbursed Amount in semiannual installments payable on each January 15 and July 15, the first installment to be payable on the 11th Payment Date following the Maturity Fixing Date for the Disbursed Amount and the last installment to be payable on the 40th Payment Date following the Maturity Fixing Date for the Disbursed Amount. The following table sets forth the percentage of the Disbursed Amount payable on each Principal Payment Date:

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>2.28%</td>
</tr>
<tr>
<td>2nd</td>
<td>2.34%</td>
</tr>
<tr>
<td>3rd</td>
<td>2.40%</td>
</tr>
<tr>
<td>4th</td>
<td>2.46%</td>
</tr>
<tr>
<td>5th</td>
<td>2.52%</td>
</tr>
<tr>
<td>6th</td>
<td>2.58%</td>
</tr>
<tr>
<td>7th</td>
<td>2.64%</td>
</tr>
<tr>
<td>8th</td>
<td>2.71%</td>
</tr>
<tr>
<td>9th</td>
<td>2.78%</td>
</tr>
<tr>
<td>10th</td>
<td>2.85%</td>
</tr>
<tr>
<td>11th</td>
<td>2.92%</td>
</tr>
<tr>
<td>12th</td>
<td>2.99%</td>
</tr>
<tr>
<td>13th</td>
<td>3.07%</td>
</tr>
<tr>
<td>14th</td>
<td>3.14%</td>
</tr>
<tr>
<td>15th</td>
<td>3.22%</td>
</tr>
<tr>
<td>16th</td>
<td>3.30%</td>
</tr>
<tr>
<td>17th</td>
<td>3.39%</td>
</tr>
<tr>
<td>18th</td>
<td>3.47%</td>
</tr>
<tr>
<td>19th</td>
<td>3.56%</td>
</tr>
<tr>
<td>20th</td>
<td>3.65%</td>
</tr>
<tr>
<td>21st</td>
<td>3.74%</td>
</tr>
<tr>
<td>22nd</td>
<td>3.83%</td>
</tr>
<tr>
<td>23rd</td>
<td>3.93%</td>
</tr>
<tr>
<td>24th</td>
<td>4.02%</td>
</tr>
<tr>
<td>25th</td>
<td>4.12%</td>
</tr>
<tr>
<td>26th</td>
<td>4.23%</td>
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<tr>
<td>27th</td>
<td>4.33%</td>
</tr>
<tr>
<td>28th</td>
<td>4.44%</td>
</tr>
<tr>
<td>29th</td>
<td>4.55%</td>
</tr>
<tr>
<td>30th</td>
<td>4.54%</td>
</tr>
</tbody>
</table>
2. If any one or more installments of principal of the Disbursed Amount would, pursuant to the provisions of paragraph 1 of this Schedule, be payable after June, 2043 the Borrower shall also pay on such date the aggregate amount of all such installments.

3. The Bank shall notify the Loan Parties of the amortization schedule for each Disbursed Amount promptly after the Maturity Fixing Date for the Disbursed Amount.
APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

2. “Capitalization” means periodic transfers of Loan proceeds to the CGF for the purposes of the ECPCGC providing Credit Guarantees to a Participating Lender for MSME Loans of Selected MSMEs, as such transfers shall be made in accordance with the provisions of this Agreement and on the basis of the criteria set forth in the Operations Manual, deemed an eligible expenditure for purposes of the General Conditions.

3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

4. “CGF” means “Credit Guarantee Fund”, the Recipient’s guarantee fund to be established, operated and maintained pursuant to Article 31 of the ECPCGC Agreement in an ECPCGC’s account, under terms and conditions acceptable to the Bank, for the purpose of making payments in respect of Credit Guarantees issued by the ECPCGC.

5. “Credit Guarantee” means a partial credit guarantee financed or to be financed out of the proceeds of the Loan to guarantee an MSME Loan made by a Participating Lender, under the terms and conditions of the pertinent Guarantee Agreement.


7. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, an amount of US$2,000,000 equivalent, to be provided by the Co-financier to assist in financing the Project.

8. “Co-financing Agreement” means the agreement to be entered into between ECPCGC and the Co-financier providing for the Co-financing.

9. “ECPCGC” means the Eastern Caribbean Partial Credit Guarantee Corporation established pursuant to the ECPCGC Agreement, the main objective of which is to assist in promoting economic growth and development and to increase access to finance.

10. “ECPCGC Agreement” means the agreement between Anguilla, Antigua and Barbuda, The Commonwealth of Dominica, Grenada, Montserrat, Saint Kitts and
Nevis, Saint Lucia and Saint Vincent and the Grenadines, signed on March 2, 2017 and entered into force on May 7, 2018, with the objective of establishing the ECPCGC.

11. “Environmental and Social Management Framework” or “ESMF” means the environmental and social framework dated February 9, 2018, duly published in the Bank’s external website on April 9, 2018, setting forth mitigation, monitoring, and institutional measures to address environmental and social impacts of Project activities, including impacts on natural habitats, physical cultural resources, offset negative impacts, or reduce them to acceptable levels, or enhance positive environmental and social impacts, as said ESMF may be modified from time to time with the prior written agreement of the Bank, and such term includes any schedules or annexes to such framework.


13. “Guarantee Agreement” means the agreements referred to in Section I.C.1(c) of Schedule 2 to this Agreement.

14. “Involuntary Resettlement” means any direct economic and social impact caused by:
   (a) the involuntary taking of land resulting in: (i) relocation or loss of shelter, (ii) loss of assets or access to assets; and (iii) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or
   (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of such person.

15. “IPP” means the Indigenous Peoples Plan dated February 9, 2018, acceptable to the Bank and published in the Bank’s external website on April 9, 2018, with respect to the Kalinago Community.

16. “MSME” means a Micro, Small and Medium Sized Enterprise which meets the eligibility criteria and conditions set forth in Article 42 of the ECPCGC Agreement.

17. “MSME Activity” means any investment or activity for productive purposes (including working capital) carried out by a Selected MSME.

18. “MSME Loan” means, a loan made by a Participating Lender to a Selected MSME for the carrying out of MSME Activities.

19. “MSME Loan Agreement” the agreements referred to in Section I.C.1(b) of Schedule 2 to this Agreement.
20. “Operating Costs” means incremental recurrent expenditures incurred on account of Project implementation, based on periodic budgets acceptable to the Bank, including, inter alia: travel expenditures and other travel-related allowances such as per diems and reasonable accommodation costs; equipment rental and maintenance; vehicle operation (excluding fuel), maintenance, insurance and repair; office rental and maintenance; office materials and supplies; reasonable costs of rental of facilities and hospitality costs for Project-related meetings; consumables; utilities; internet service charges; media information campaigns and communications’ expenses; advertising expenses; and banking charges.

21. “Operations Manual” means the manual including all appendices and schedules thereto, satisfactory to the Bank, setting forth the policies and procedures that apply to the carrying out of the Project, which include, inter alia: (a) the staffing requirements for the Project; (b) the estimated implementation schedule; (c) procedures for accessing, disbursing and accounting for funds under the Project; (d) the indicators to be used in the monitoring and evaluation of the Project; (e) procedures for Project monitoring, supervision and evaluation, including the format and content of the Project Reports; (f) procurement and financial management procedures; (g) the guidelines regulating the CGF; and (h) the governance structure of the ECPCGC; as the same may be amended from time to time with the prior written approval of the Bank.

22. “Other Credits” means any of the credits defined in the Preamble of this Agreement.

23. “Other Financing Agreements” means any of the financing agreements defined in the Preamble of this Agreement.

24. “Other Participating Countries” means, collectively, the participating countries for the Project, other than the Borrower, that are expected to include Commonwealth of Dominica, Grenada, St. Vincent and the Grenadines and Saint Lucia.

25. “PCT” means the unit referred to in Section I.A.1 of Schedule 2 to this Agreement.

26. “Participating Lender” means a commercial bank, credit union or other financial institution which has met the eligibility criteria set forth in Article 41 of the ECPCGC Agreement to receive a Credit Guarantee.


28. “Safeguard Documents” means, collectively, the ESMF and the related environmental management plans, the IPP and any other document or report which the Bank is required to prepare, as applicable, with respect of the Project, in order to
comply with the ESMF, all acceptable to the Bank, and Safeguard Documents means one or more of such documents, as determined by the Bank.

29. "Selected MSME" means an MSME which has: (i) been selected in accordance with the criteria and procedures set forth in the Operations Manual; and (ii) entered into an MSME Loan Agreement.

30. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.

31. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement.

32. "Training" means the training provided under the Project, including seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence expenditures and other travel-related allowances for training participants such as per diems and reasonable accommodation costs, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation, all based on periodic budgets acceptable to the Bank.