Financing Agreement

(West and Central Africa Air Transport Safety and Security Program (Phase II))

between

FEDERAL REPUBLIC OF NIGERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated April 28, 2008
The Country Director,
World Bank Country Office,
Plot 433 Yakubu Gowon Crescent,
Asokoro,
Abuja.

FORWARDING OF THE DULY EXECUTED FINANCING AGREEMENT FOR THE WEST AND CENTRAL AFRICA AIR TRANSPORT SAFETY AND SECURITY PROJECT

I am directed to forward herewith the original of the duly executed Financing Agreement (FA) for the West and Central Africa Air Transport Safety and Security Project (WCAATSSP) for your record purpose.

2 Please accept our best regards.

A. O. Olade
for: Honourable Minister

THE WORLD BANK OFFICE
ABUJA
14 MAY 2008
FINANCING AGREEMENT

AGREEMENT dated April 28, 2008, entered into between FEDERAL REPUBLIC OF NIGERIA ("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 thirty million nine hundred thousand Special Drawing Rights (SDR 30,900,000) ("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 The Maximum Commitment Charge Rate payable by the Recipient on the Un-withdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 June 15 and December 15 in each year.

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

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

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through its federal ministry at the time responsible for aviation 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 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 — EFFECTIVENESS; TERMINATION

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

(a) The Recipient has adopted the Administrative, Financial, and Accounting Manual and Project Implementation Manual, both in form and substance satisfactory to the Association.

(b) The Recipient has established the Project Steering Committee, with an institutional framework, functions, and resources satisfactory to the Association and comprising at least representatives of: (i) the federal ministry at the time responsible for aviation as Chair; (ii) the federal ministry at the time responsible for finance; (iii) Federal Airports Authority of Nigeria; (iv) Nigerian Airspace Management Agency; (v) Nigerian Civil Aviation Authority; and (vi) Nigerian College of Aviation Technology.

4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is the federal minister at the time responsible for finance.

5.02. The Honorable Minister
Federal Ministry of Finance
Ahmadu Bello Way
Abuja, Nigeria

Cable address: Facsimile:
FEDMINFIN 234-9-2343609
Abuja

5.03. 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
Washington, D.C.
AGREED at the District of Columbia, United States of America, and at Abuja, Nigeria, as of the day and year first above written.

FEDERAL REPUBLIC OF NIGERIA

By: [Signature] Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: [Signature] Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to support the Recipient in improving compliance of its civil aviation authority and principal international airports with International Civil Aviation Organization (ICAO) safety and security standards.

The Project consists of the following parts:

1. **Strengthening of Safety and Security Oversight Capacity**

   (a) Implementation of corrective action plans on basis of ICAO safety and security audit reports through provision of training to staff;

   (b) Improvement of technical library; and

   (c) Provision of support for purposes of workload management and improved supervisory capacity through acquisition of communications and information technology equipment.

2. **Strengthening of Security Standards of Principal International Airports (Abuja, Kano, Lagos, Port Harcourt)**

   (a) Acquisition and installation of security equipment;

   (b) Carrying out of training programs for safety and security personnel;

   (c) Establishment of crisis centers;

   (d) Carrying out of annual crisis simulation exercises;

   (e) Provision of support to rehabilitation of remote-aircraft-parking infrastructure; and

   (f) Acquisition and rehabilitation of air-traffic-control communication and navigational aids equipment.
3. **Project Coordination, Management, and Oversight**

   (a) Financing of Operating Costs of Project Coordination Unit and Project Implementation Units; and

   (b) Provision of training to Project fiduciary and procurement staff.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient's federal ministry at the time responsible for aviation shall be responsible for Project coordination, management, and oversight.

2. The Recipient shall maintain under the supervisory authority of said ministry, at all times during Project implementation, the following Project implementation entities, with an institutional framework, functions, and resources satisfactory to the Association, including, where applicable, staff with qualifications, experience, and terms of reference satisfactory to the Association and recruited in accordance with the provisions of Section III of this Schedule:

   (a) The Project Steering Committee referred to in Section 4.01 (b) of this Agreement, which shall be responsible for Project supervision as set out in the Project Implementation Manual.

   (b) The Project Coordination Unit, with functions and resources satisfactory to the Association, which shall be responsible for day to day Project implementation as set out in the Project Implementation Manual.

   (c) The Project Implementation Units, which shall be responsible for the provision of technical guidance to the Project Coordination Unit and oversight of specific Project activities as set out in the Project Implementation Manual.

B. Manuals

1. Except as the Association shall otherwise agree, the Recipient shall: (i) carry out the Project in accordance with the Administrative, Financial, and Accounting and Project Implementation Manuals; and (ii) except as the Association shall otherwise agree, not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof.

2. In the event of any discrepancy between the provisions of the Administrative, Financial, and Accounting and Project Implementation Manuals and those of this Agreement, the latter shall prevail.
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 appropriate environmental, social, aviation, and engineering practices and, except as the Association shall otherwise agree, the Recipient shall: (i) carry out the Project in accordance with the provisions of the Environmental and Social Management Framework; and (ii) not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, any provision of the aforementioned.

2. The Project Coordination Unit shall be responsible for implementation of the Environmental and Social Management Framework and, as such, shall recruit, no later than one (1) month after the Effective Date, in accordance with the provisions of Section III of this Schedule as applicable and on a retainer basis, and thereafter maintain at all times during Project implementation on such basis, an environmental specialist with qualifications, experience, and terms of reference satisfactory to the Association.

3. The Recipient shall carry out, in a manner satisfactory to the Association and prior to implementation of the activity in question, any environmental assessment required pursuant to the prior review referred to in Section IV.B.1 (b) (i) of this Schedule.

4. The Recipient shall carry out the activity in question in accordance with the environmental and social protection provisions referred to in Section IV.B.1 (b) (ii) of this Schedule and appoint, in accordance with the provisions of Section III of this Schedule and prior to execution of the contract in question, supervision engineers, with qualifications, experience, and terms of reference satisfactory to the Association, for purposes of oversight of compliance with said provisions.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) 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 set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one (1) calendar year, and shall be furnished to the Association not later than 45 days after the end of the period covered by such report.
(b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Date of this Agreement</th>
<th>Closing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part 1 of Project</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Compliance rate with ICAO safety standards</td>
<td>70%</td>
<td>&gt; 90%</td>
</tr>
<tr>
<td>(2) Proportion of Nigerian Civil Aviation Authority technical personnel in compliance with ICAO safety standards</td>
<td>84%</td>
<td>&gt; 90%</td>
</tr>
<tr>
<td>(3) Total Nigerian Civil Aviation Authority budget (US$ millions)</td>
<td>40</td>
<td>At least 47</td>
</tr>
<tr>
<td>(4) Compliance rate with ICAO security standards</td>
<td>70%</td>
<td>&gt; 90%</td>
</tr>
<tr>
<td>(5) Proportion of ICAO-certified Nigerian Civil Aviation Authority security inspectors having received training in last three (3) years</td>
<td>80%</td>
<td>&gt; 90%</td>
</tr>
<tr>
<td>(6) Security allocation in Nigerian Civil Aviation Authority budget (US$ millions)</td>
<td>0.65</td>
<td>At least 1.50</td>
</tr>
<tr>
<td><strong>Part 2 of Project</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(7) Proportion of airport security personnel with three (3) or more years of experience</td>
<td>&lt; 45%</td>
<td>&gt; 90%</td>
</tr>
<tr>
<td>(8) Number of serious problems recorded per airport during annual crisis-simulation exercise</td>
<td>Not available</td>
<td>&lt; 3</td>
</tr>
<tr>
<td>(9) Proportion of embarking passengers at international airports targeted under Project stopped in possession of illegal objects (as defined by ICAO) by private airline security personnel</td>
<td>&gt; 6%</td>
<td>&lt; 2%</td>
</tr>
</tbody>
</table>
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 not later than 45 days after the end of each calendar quarter, interim un-audited 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 and Works. All goods and 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 the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. Other Methods of Procurement of Goods and Works. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding</td>
</tr>
<tr>
<td>(b) Limited International Bidding</td>
</tr>
<tr>
<td>(c) Shopping</td>
</tr>
<tr>
<td>(d) Direct Contracting</td>
</tr>
</tbody>
</table>

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 table specifies methods of procurement, other than Quality-and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Selection based on Consultants’ Qualifications</td>
</tr>
<tr>
<td>(b) Single Source Selection</td>
</tr>
<tr>
<td>(c) Selection of Individual Consultants</td>
</tr>
</tbody>
</table>

D. Review by the Association of Procurement Decisions

Except as the Association shall otherwise determine by notice to the Recipient, each contract for Training not figuring in the annual work plans referred to in Section V.A of this Schedule and the following contracts shall be subject to Prior Review by the Association: (a) each contract for goods estimated to cost the equivalent of $250,000 or more; (b) each contract for works estimated to cost the equivalent of $500,000 or more; (c) the first contracts for goods and works procured on the basis of National Competitive Bidding; (d) each contract for goods or works procured on the basis of Direct Contracting; (e) each contract for consultants’ services provided by a firm estimated to cost the equivalent of $100,000 or more; (f) each contract for consultants’ services provided by an individual consultant estimated to cost the equivalent of $50,000 or more; and (g) each contract for consultants’ services procured on the basis of Single Source Selection. 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: (a) repay the Project Preparation Advance in accordance with Section 2.07 of the General Conditions; and (b) finance 100% (inclusive of Taxes) of Eligible Expenditures.

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 Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (Expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (Inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods</td>
<td>12,660,000</td>
<td>100</td>
</tr>
<tr>
<td>(2) Works</td>
<td>2,450,000</td>
<td>100</td>
</tr>
<tr>
<td>(3) Consultants' Services, including audits</td>
<td>4,800,000</td>
<td>100</td>
</tr>
<tr>
<td>(4) Training</td>
<td>6,220,000</td>
<td>100</td>
</tr>
<tr>
<td>(5) Operating Costs</td>
<td>3,640,000</td>
<td>100</td>
</tr>
<tr>
<td>(6) Project Preparation Advance</td>
<td>540,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(7) Unallocated</td>
<td>590,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td>30,900,000</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:

   (a) for payments made prior to the date of this Agreement, except that withdrawals for Eligible Expenditures up to an aggregate amount not to exceed
SDR 1,520,000 equivalent under Categories (1), (2), (4), and (5) of the table in Part A of this Section may be made for payments made prior to this date but on or after March 31, 2007; and

(b) under Category (2) of said table, unless: (i) the activity in question has been subject to prior review, in form and substance satisfactory to the Association, by the environmental specialist referred to in Section I.D.2 of this Schedule, for purposes of determining whether an environmental assessment is required; and (ii) the contract in question includes appropriate environmental and social protection provisions, in form and substance satisfactory to the Association.

2. The Closing Date is June 30, 2011.

Section V. Other Undertakings

A. Annual Work Plans and Budgets

The Recipient shall furnish to the Association as soon as available, but in any case no later than September 30 of each year, an annual work plan and budget for the Project for the following year, in form and substance satisfactory to the Association and of such scope and detail as the Association shall have reasonably requested, except for the annual work plan and budget due in 2007, which shall be furnished no later than December 15 or two (2) months after the Effective Date, whichever is sooner.

B. Midterm Review

The Recipient shall:

1. Carry out jointly with the Association, no later than 24 months after the Effective Date, a midterm review to assess the status of Project implementation, as measured against the performance indicators referred to in Section II.A.1 (a) of Schedule 2 to this Agreement. Such review shall include an assessment of the following: (i) overall progress in Project implementation; (ii) results of monitoring and evaluation activities; (iii) implementation of annual work plans and budgets; and (iv) progress on procurement and disbursement; and make adjustments to the Project and reallocate funds to improve performance, if needed.

2. Prepare and furnish to the Association, three (3) months before such review, a report, in form and substance and scope and detail satisfactory to the Association, needed to undertake the review, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and
3. Review, jointly with the Association, the report referred to in paragraph (b) of this Section and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of said report and the Association’s views on the matter.

C. Other Matters

1. The Recipient shall, no later than December 31, 2007, appoint, in accordance with the provisions of Section III of this Schedule 2, an external auditor with qualifications, experience, and terms of reference satisfactory to the Association.

2. The Recipient shall cause each of the following to conclude, no later than December 31, 2007, a memorandum of understanding, in form and substance satisfactory to the Association, with the Nigerian College of Aviation Technology, relating to long-term training contracts concluded with said entity: (i) Federal Airports Authority of Nigeria; and (ii) Nigerian Airspace Management Agency.

3. The Recipient shall, from May 15, 2008 onward and throughout Project implementation, submit to the Association quarterly reports, in form and substance satisfactory to the Association, containing information relating to the rate of illegal objects (as defined by the ICAO) seizure by airline security personnel from passengers at each of the airports targeted under the Project for the preceding quarter, and each such report shall be submitted no later than 45 days after the period covered by such report.

4. The Recipient shall, no later than six (6) months after the end of each Fiscal Year, submit to the Association reports, in form and substance satisfactory to the Association, relating to the finances of each of the following over that Fiscal Year, and including statements of revenues collected (including those from the Ticket Sales Charge) and expenditures incurred and detailing the percentage of expenditures used for safety and security activities: (i) Federal Airports Authority of Nigeria; (ii) Nigerian Airspace Management Agency; (iii) Nigerian Civil Aviation Authority; and (iv) Nigerian College of Aviation Technology.

5. The Recipient shall, no later than March 31, 2008, carry out its first annual airport-crisis simulation exercise, in form and substance satisfactory to the Association, in any one (1) of the airports targeted under the Project, and shall, no later than September 30, 2008, have carried out at least one (1) such exercise, in form and substance satisfactory to the Association, in each of the other three (3) airports targeted under the Project.

6. The Recipient shall, no later than three (3) months after each of its annual airport-crisis simulation exercises, submit to the Association a report, in form and substance satisfactory to the Association, describing the results of such exercise, as well as ICAO-certified experts’ comments on said report.
7. The Recipient shall, no later than 24 months after the Effective Date and six (6) months prior to the Closing Date, submit to the Association, safety and security audit reports, in form and substance satisfactory to the Association, and prepared by ICAO-certified experts.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each June 15 and December 15:</td>
<td></td>
</tr>
<tr>
<td>commencing December 15, 2017 to and including June 15, 2027</td>
<td>1</td>
</tr>
<tr>
<td>commencing December 15, 2027 to and including June 15, 2047</td>
<td>2</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

Definitions

1. "Administrative, Financial, and Accounting Manual" means the Recipient's manual outlining administrative, financial, and accounting procedures and guidelines, as shall have been agreed with the Association for purposes of Project implementation, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules thereto.


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


5. "Environmental and Social Management Framework" means the Recipient's framework, dated March 2007, agreed with the Association for the environmental and social screening process to be followed in identification, assessment, and mitigation of the potential adverse environmental and social impact associated with activities to be implemented under the Project, as the same may be updated from time to time with the concurrence of the Association, and such term includes any schedules to said Framework.

6. "Federal Airports Authority of Nigeria" means the Recipient's entity established and operating pursuant to the Recipient's Act No. 9 of August 31, 1996 as amended on May 26, 1999, and which is responsible for the management and operation of the Recipient's airports and the provision of facilities for the effective handling of passengers, freight, and other activities relating to air transportation in the territory of the Recipient.

7. "Fiscal Year" means the Recipient's fiscal year beginning on January 1 in any one calendar year and ending on December 31 in the same calendar year.

8. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 1, 2005 (as amended through October 15, 2006).

9. "International Civil Aviation Organization" or "ICAO" means the organization established pursuant to the International Civil Aviation Convention of
September 7, 1944, and whose objective is to promote the secure and organized development of international civil aviation across the world.

10. “Nigerian Airspace Management Agency” means the Recipient’s entity established and operating pursuant to the Recipient’s Act No. 48 of May 26, 1999, and which is responsible for the provision of air traffic management, communication, navigation and air space surveillance for purposes of ensuring safe, efficient, expeditious, and economic flight operations in the territory of the Recipient.

11. “Nigerian Civil Aviation Authority” means the Recipient’s entity established and operating pursuant to the Recipient’s Act No. 6 of November 14, 2006, and which is responsible for the inspection and registration of aircraft and the issuance, renewal, and suspension of certificates of airworthiness, air operator’s certificates, and other licenses in accordance with ICAO regulations.

12. “Nigerian College of Aviation Technology” means the Recipient’s entity established and operating pursuant to the Recipient’s Act No. 31 of October 23, 1964 as amended by Act No. 42 of December 30, 1990, and which is responsible for the provision of training to pilots, aircraft maintenance engineers, air traffic controllers, air safety engineers, and other aviation personnel and the carrying out of research in aviation technology.

13. “Operating Costs” means the incremental expenses incurred by the Recipient on account of Project implementation, management, and monitoring, including for office space rental, utilities, and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, building and equipment maintenance, advertising expenses, travel and supervision, salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.


15. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated July 25, 2007 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

16. “Project Coordination Unit” means the Recipient’s entity, under the supervisory authority of the federal ministry at the time responsible for aviation, responsible for day to day Project implementation as set out in Section I.A.2 (b) of Schedule 2 to this Agreement.

17. “Project Implementation Manual” means the Recipient’s manual outlining implementation, organizational, monitoring and evaluation, environmental and social monitoring and mitigation, and procurement arrangements, as shall have been agreed with the Association for purposes of Project implementation, as the same may be
amended from time to time with the concurrence of the Association, and such term includes any schedules thereto.

18. "Project Implementation Unit" means any one of the Recipient's entities, under the supervisory authority of the Federal Airports Authority of Nigeria, Nigerian Airspace Management Agency, Nigerian Civil Aviation Authority, or Nigerian College of Aviation Technology, as the case may be, responsible for the provision of technical guidance to the Project Implementation Unit and oversight of specific Project activities as set out in Section I.A.2 (c) of Schedule 2 to this Agreement.

19. "Project Steering Committee" means the Recipient's entity, under the supervisory authority of the federal ministry at the time responsible for aviation, responsible for Project supervision as set out in Section I.A.2 (a) of Schedule 2 to this Agreement.

20. "Ticket Sales Charge" means the charge levied by the Recipient on each air passenger or cargo sale pursuant to the Recipient's Act No.6 of November 14, 2006 for purposes of financing operating costs of the Nigerian Airspace Management Agency, Nigerian Civil Aviation Authority, Nigerian College of Aviation Technology, and Nigerian Meteorological Agency.

21. "Training" means the training of persons involved in Project-supported activities, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs of securing the services of trainers, rental of training facilities, preparation and reproduction of training materials and other costs directly related to course preparation and implementation, as included in the training program.