Financing Agreement

(Additional Financing for the Emergency Urban Environment Project)

between

REPUBLIC OF BENIN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 5, 2014
FINANCING AGREEMENT

Agreement dated June 5, 2014, entered into between REPUBLIC OF BENIN ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to four million two hundred thousand Special Drawing Rights (SDR 4,200,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are April 15 and October 15 in each year.

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

2.07. The Payment Currency is Euro.
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 through MUHS 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 Effectiveness Deadline is the date falling one hundred twenty (120) days after the date 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 years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister at the time responsible for finance.

5.02. The Recipient’s Address is:

Ministère de l’Economie et des Finances
B.P. 302
Cotonou
Republic of Benin

Cable address: MINFINANCES
Telex: 5009 MINFIN or 5289 CAA
Facsimile: +229-21-30-18-51

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
Washington, D.C.
AGREED at Cotonou, Benin, as of the day and year first above written.

REPUBLIC OF BENIN

By

Authorized Representative

Name: Nossa A. Gbian
Title: Ministre de l'Economie et des Finances

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Olivier Frumond
Title: Representante Resul
SCHEDULE 1

Project Description

The objectives of the Project are to: (i) improve infrastructure and mitigate the negative environmental impact of floods in the Cotonou Agglomeration, and (ii) increase the Recipient’s level of preparedness for future flooding.

The Project consists of the following parts:

Part A. Drainage Improvement and Rehabilitation

Carrying out a program of activities aimed at rehabilitating and improving selected drainage networks in targeted areas of the Cotonou Agglomeration; such program of rehabilitation and improvements include calibrating, cleaning, grading, and expanding selected drains and channels.

Part B. Municipal Solid Waste Management

Carrying out a program of activities in targeted areas in the Recipient’s territory aimed at improving the collection, transport and disposal of municipal solid wastes; such program includes:

(i) preparation of a technical and economic feasibility study for putting in place a system for municipal solid waste sorting at source in strategic areas of the Recipient’s cities of Cotonou and Porto Novo and the municipality of Abomey-Calavi; and

(ii) support the take-off and operation of the Takon Controlled Landfill Facility at Porto Novo.

Part C. Improved Wastewater Management and Sanitation

Carrying out a program of activities aimed at developing an appropriate institutional and regulatory framework for the effective and sustainable management of municipal wastewater in the Recipient’s territory; such program includes:

(i) support to pilot projects for the construction, rehabilitation and/or refurbishment of small-scale decentralized sanitary drainage and wastewater treatment systems in the Agglomeration of Cotonou and in the Recipient’s city of Porto-Novo.
Part D. Flooding and Disaster Risk Preparedness and Management

Carrying out a program of activities aimed at increasing the level of preparedness in the Recipient’s territory for addressing future flooding and to strengthen the capacity of selected institutions involved in flood and disaster risk management; such program includes:

(i) supporting the preparation of a national policy on disaster risk management and putting in place an integrated database for the management of flood related disasters.

(ii) supporting preparedness activities to improve the operational capabilities and management of flood and forecasting climate risks in vulnerable areas of the Recipient’s territory; and

(iii) supporting capacity building and institutional strengthening for the Recipient’s Department of Climate Change; the National Meteorological Department; the National Water Department and University of Abomey-Calavi.

Part E. Project Management

Supporting the overall management of the Project, including the development and operationalization of a monitoring and evaluation system as well as supporting the Project’s fiduciary capacity (environmental and social safeguards, procurement and financial management, technical and financial audits).
SCHEDULE 2
Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall, throughout the implementation of the Project, maintain the following implementation and coordination arrangements:

(1) The MUHS shall be responsible for the overall supervision of the Project.

(2) Inter-ministerial Steering Committee.

(a) The Recipient shall maintain the inter-ministerial steering committee (the “Steering Committee”) with functions and resources satisfactory to the Association.

(b) Without limitation to the provisions of paragraph (a) above, the Steering Committee shall be responsible for, inter alia, overall guidance and review of Project implementation progress and will support the MUHS in the coordination among other ministries, municipal authorities, and agencies involved with Project implementation.

(c) Without limitation to the provisions of paragraph (a) above, the Steering Committee shall be headed by the minister of the MUHS and include representatives from the MoE, ministries in charge of water and energy; interior; development; finance; decentralization; and health, as well as representatives from the participating municipalities.

(3) Project Management Unit.

(a) The Recipient shall maintain a Project management unit (“Project Management Unit” or “PMU”), throughout the implementation of the Project, with staff, functions and resources satisfactory to the Association.

(b) Without limitation to the provisions of paragraph (a) above, the PMU shall be responsible for, inter alia, (i) acting as technical secretariat for the Steering Committee (e.g., analyze the Project activity reports and summarize recommendations coming from financing institutions) and (ii) overall Project implementation coordination by: (1) monitoring and evaluating the work performed by the Delegated Contract Managers; (2) preparing consolidated technical and financial Project reports; and (3) ensuring that the lessons and skills derived from Project implementation are disseminated to the MUHS and MoE.
Without limitation to the provisions of paragraph (a) above, the PMU shall be headed by a Project coordinator, who shall be assisted by a team comprised of, *inter alia*, (i) a civil works specialist; (ii) a monitoring and evaluation specialist; (iii) a communications specialist; (iv) a technical studies specialist; (v) an environment and social safeguards specialist; and (vi) a flood and disaster risk management specialist, each in accordance with the provisions of Section III of this Schedule 2 to this Agreement.

(4) **Municipalities and Relevant Ministries.**

To ensure ownership among the Recipient's relevant municipalities and ministries and successful implementation of the Project, the Recipient shall:

(A) ensure that a Memorandum of Understanding (*protocole d'accord*) is amended, if necessary between each of (i) the MUHS and the MoE; (ii) the MUHS and the Recipient's Ministry of Energy and Water; (iii) the MUHS and the Recipient's City of Cotonou; (iv) the MUHS and the Recipient's Municipality of Abomey-Calavi; (v) the MUHS and the Recipient's Municipality of Seme-Podji; (vi) the MUHS and the Recipient's City of Porto-Novo; (vii) the MUHS and the Recipient's municipality of Ouidah; and (viii) the MUHS and the Recipient's (each a “Memorandum of Understanding”, and together the "Memoranda of Understandings"), and

(B) thereafter maintain these Memoranda of Understandings for the duration of the Project.

**B. Delegated Contract Management**

1. To facilitate the implementation of the Project, the Recipient shall no later than 15 days after the Effectiveness of the Project, amend, and thereafter maintain throughout the implementation of the Project, the following agreements:

(a) the Recipient shall maintain the amended delegated contract management agreement (the “Service Operator Agreement”) in form and substance satisfactory to the Association with a service operator (the “Service Operator”) selected in accordance with Section III of Schedule 2 to this Agreement, pursuant to which the Service Operator shall be responsible for, *inter alia*, the implementation of Parts B(i), D and E of the Project, including the fiduciary and technical management thereof (Project financial management, procurement); and

(b) the Recipient shall maintain the amended delegated contract management agreement (the “Technical Operator Agreement”) in form and substance satisfactory to the Association with a technical operator (the “Technical Operator”) selected in accordance with Section III of Schedule 2 to this Agreement, pursuant to which the Technical Operator shall be responsible for, *inter alia*, the implementation of Parts A, B(i), B(ii), and C of the Project,
including the fiduciary and technical management thereof (Project financial management, procurement).

2. The Technical Operator Agreement and the Service Operator Agreement (collectively referred to as the “Delegated Contract Management Agreements”) shall each include the following provisions:

(a) the obligation of the Technical Operator and the Service Operator, respectively, to:

(i) carry out its activities under the Delegated Contract Management Agreement to which it is a party with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient and in accordance with the relevant provisions of the PIM;

(ii) maintain policies and procedures, which are adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the activities carried out under the Delegated Contract Management Agreement to which it is a party;

(iii) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to activities carried out under the Delegated Contract Management Agreement to which it is a party; and

(iv) to amend, no later than four (4) months after the Effective Date, the contract of the external auditor in accordance with the provisions of Section III of this Schedule 2 to this Agreement.

(b) the right of the Recipient and the Association to:

(i) request an audit of the financial statements of the activities carried out under the relevant Delegated Contract Management Agreement by independent auditors acceptable to the Association in accordance with consistently applied auditing standards acceptable to the Association and the prompt transmission of the financial statements as so audited to the Recipient and the Association;

(ii) inspect the activities carried out under the relevant Delegated Contract Management Agreement, and any relevant records and documents; and
obtain all such information as the Recipient or the Association shall reasonably request relating to the foregoing to be prepared and furnished to the Recipient and the Association.

3. The Recipient shall exercise its rights under each Delegated Contract Management Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Delegated Contract Management Agreement or any of its provisions.

C. Anti-Corruption

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

D. Project Implementation Manual

1. The Recipient shall update and thereafter implement the Project in accordance with the Project Implementation Manual of the Original Project; provided, however, that, in the event of any conflict between the provisions of the PIM and those of this Agreement, this Agreement shall prevail.

2. Except as the Association shall otherwise agree, the Recipient shall not amend, waive or otherwise modify the PIM (or any provision thereof) if, in the opinion of the Association, such amendment, waiver or other modification may materially and adversely affect the implementation of the Project.

E. Safeguards

1. The Recipient shall:

   (i) Maintain the ESMF and the RPF, not amend said Safeguard Documents without the prior written approval of the Association and implement the Project in accordance with said Safeguard Documents; and

   (ii) prior to commencing any activities under Parts A, B (ii) and C of the Project (including commencing any procurement processes relating thereto) adopt and publicly disclose the relevant Safeguard Document and thereafter implement the Project in accordance with the guidelines, procedures, timetables and other specifications set forth therein.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association, in accordance with Section II of this Schedule 2 to this Agreement, 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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. 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 indicators acceptable to the Association and set forth in the PIM. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six months after the Closing Date.

B. Financial Management, Financial Reports and Audits

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

4. The Recipient shall, and shall cause each of the Technical Operator and the Service Operator, to amend no later than four (4) months after the Effective Date, the contract of the external auditor in accordance with the provisions of Section III of this Schedule 2 to this Agreement.
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 the Procurement Guidelines, or 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 table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting 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) Limited International Bidding</td>
</tr>
<tr>
<td>(b) Shopping</td>
</tr>
<tr>
<td>(c) 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.
### Procurement Method

(a) Least Cost Selection  
(b) Selection based on Consultants’ Qualifications  
(c) Selection of Individual Consultants  
(d) Single-source Selection

### D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

### Section IV. Withdrawal of the Proceeds of the Financing

#### A. General

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

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the 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 Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works for the Project</td>
<td>1,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants’ services, Operating Costs and Training for the Project</td>
<td>2,600,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>4,200,000</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is December 31, 2015.
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 April 15 and October 15:</td>
<td></td>
</tr>
<tr>
<td>commencing October 15, 2024 to and including April 15, 2034</td>
<td>1%</td>
</tr>
<tr>
<td>commencing October 15, 2034 to and including April 15, 2054</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

Section I. Definitions


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


4. “Cotonou Agglomeration” means the Recipient’s city of Cotonou as well as its neighboring municipalities of Abomey-Calavi, Seme-Podji, Houeyiho and Vedoko (and such other area as the Association may agree from time to time).

5. “Delegated Contract Management Agreement” has the meaning given to such term in Section I.B.2 of Schedule 2 to this Agreement.

6. “Department of Climate Change” means the department in charge of climate change issues at the Recipient’s Ministry of Environment.

7. “Displaced Persons” means a person who, on account of the execution of the Project, has 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 of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.

8. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s environmental and social management framework document dated January 22, 2014 as adopted and disclosed by the Recipient detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including monitoring and institution strengthening.

9. “Environmental and Social Management Plan” or “EMP” means the Recipient’s document prepared and disclosed in accordance with the Environmental and Social Management Framework with respect to the Project, that details: (i) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels, and (ii) the actions needed to implement these measures.

11. “Memorandum of Understanding” has the meaning given to such term in Section I.A(4) of Schedule 2 to this Agreement.

12. “MoE” or “Ministry of Environment in charge of Climate Change Management, Deforestation, Protection of Natural Resources and Forestry” means the Recipient’s ministry in charge of the environment, inter alia, and any successor thereto.

13. “MUHS” or “Ministry of Urban Planning, Housing and Sanitation” (Ministère de l’Urbanisme, de l’Habitat et de l’Assainissement) means the Recipient’s ministry in charge of urban development, inter alia, and any successor thereto.

14. “National Meteorological Department” means the Recipient’s national meteorological department under its Ministry in charge of public works.

15. “National Water Department” means the Recipient’s national water department under its Ministry in charge of energy and water.

16. “Operating Costs” means the reasonable incremental operating expenses, based on annual budgets approved by the Association, incurred on account of operation and maintenance costs arising from or related to the implementation of the Project, including costs related to office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, per diem, but excluding the salaries and indemnities of officials and public servants of the Recipient’s civil service.


18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated March 24, 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.

19. “Project Implementation Manual” means a revised manual, in form and substance acceptable to the Association, updated by the Recipient on April 2, 2014 for the Project containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, coordination, social and environmental safeguards, financial, administrative and accounting procedures, and such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

20. “Project Management Unit” or “PMU” has the meaning given to such term in Section I.A(3)(a) of Schedule 2 to the Agreement.
21. "Resettlement Action Plan" or "RAP" means the Recipient's document prepared and disclosed in accordance with the Resettlement Policy Framework with respect to the Project, which, inter alia, (i) contains a census survey of Displaced Persons and valuation of assets, (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation, and (iii) contains a timetable and budget for the implementation of such measures.

22. "Resettlement Policy Framework" or 'RPF' means the resettlement policy framework document dated January 22, 2014 adopted and disclosed by the Recipient containing guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Displaced Persons, as amended from time to time with the prior written consent of the Association.

23. "Safeguard Documents" means collectively or individually the Environmental and Social Management Framework, the Resettlement Policy Framework as well as the Environmental and Social Management Plans and the Resettlement Action Plans prepared in connection with the Project, if any.

24. "Service Operator" has the meaning given to such term in Section I.B.1(a) of Schedule 2 to this Agreement.

25. "Service Operator Agreement" means the delegated contract management agreement (Conventions de Maitrise d'ouvrage Délégués) entered into between the Service Operator and the Recipient pursuant to Section I.B.1(a) of Schedule 2 to this Agreement.

26. "Steering Committee" has the meaning given to such term in Section I.A(2)(a) of Schedule 2 to the Agreement.

27. "Takon Controlled Landfill Facility" means a controlled landfill located in Porto Novo.

28. "Technical Operator" has the meaning given to such term in Section I.B.1(b) of Schedule 2 to this Agreement.

29. "Technical Operator Agreement" means the delegated contract management agreement (Conventions de Maitrise d'ouvrage Délégués) entered into between the Technical Operator and the Recipient pursuant to Section I.B.1(b) of Schedule 2 to this Agreement.
30. "Training" means the reasonable costs of training under the Project, based on the annual work plans and budgets approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.