Papua New Guinea Strategic Partnership Multi-Donor Trust Fund
Grant Agreement

(Additional Financing for the Urban Youth Employment Project)

between

INDEPENDENT STATE OF PAPUA NEW GUINEA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as Administrator of the Papua New Guinea Strategic Partnership Multi-Donor Trust Fund

Dated 25/01/2016
GRANT NUMBER TF0A1282

PAPUA NEW GUINEA STRATEGIC PARTNERSHIP MULTI-DONOR TRUST FUND
GRANT AGREEMENT

AGREEMENT dated 22/01/2016, entered into between: the INDEPENDENT STATE OF PAPUA/NEW GUINEA ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Papua New Guinea Strategic Partnership Multi-Donor Trust Fund for the Urban Youth Employment Project ("Grant Agreement").

WHEREAS (A) Under the Financing Agreement, the International Development Association ("Association") agreed to provide to the Recipient a credit in an amount equivalent to ten million one hundred thousand Special Drawing Rights (SDR 10,100,000) ("the Credit" or "the Financing") to assist in financing the Urban Youth Employment Project described in Schedule I to the Financing Agreement ("Project");

(B) Under a letter agreement dated October 16, 2009 between the Recipient and the World Bank ("Letter Agreement"), the World Bank agreed to provide to the Recipient a grant in an amount equal to six hundred thousand United States Dollars (U.S. $600,000) from the World Bank-Korea Partnership on Poverty Reduction and Socio-Economic Development Trust Fund, to assist in financing preparatory and initial implementation activities for the Project.

(C) The Recipient has requested the World Bank to provide additional financial assistance in support of the Project, in the form of a grant from the Papua New Guinea Strategic Partnership Multi-Donor Trust Fund, provided by various donors ("Donors"), in an amount equal to ten million eight hundred thousand United States Dollars (U.S.$10,800,000); and

(D) The World Bank has agreed, on the basis, inter alia, of the foregoing to extend such additional assistance to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions 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 Standard Conditions or in this Agreement or in the Financing Agreement.
Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the Project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall under the overall guidance of the Steering Committee, cause the Project to be carried out by NCDC ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement").

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to ten million eight hundred thousand United States Dollars (US$10,800,000) ("Grant") to assist in financing the Project.

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

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

ARTICLE IV — REMEDIES OF THE WORLD BANK

4.01. The Additional Event of Suspension consists of the following, namely, that the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
ARTICLE V
EFFECTIVENESS

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following conditions have been satisfied: (a) the Subsidiary Agreement has been amended, in a manner satisfactory to the World Bank, to provide for the transfer of the proceeds of the Grant to the Project Implementing Entity; and (b) the Letter of Amendment has been fully signed by the parties thereto.

5.02. As part of the evidence to be furnished pursuant to Section 5.01(a) above, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing the following matter, namely that, the Amended Subsidiary Agreement referred to in Section 5.01(a) above has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date one hundred twenty (120) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Minister for Treasury.

6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Department of Treasury
The Treasury Building, Level 10
P.O. Box 542
Waigani, 131 NCD
Papua New Guinea

Telephone:

(675) 3133506

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INTBAFRAD Facsimile: 1-202-477-6391
INDEVAS Washington, D.C.

AGREED at Port Moresby, 22/11/2016, as of the day and year first above written.

INDEPENDENT STATE OF PAPUA NEW GUINEA

By

[Signature]

Authorized Representative

Name: PATRICK AMATEN
Title: Country Director, EACNF

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Papua New Guinea Strategic Partnership Multi-Donor Trust Fund

By

[Signature]

Authorized Representative

Name: FRANK R. DRESCH GROSS
Title: Country Director, EACNF
SCHEDULE 1

Project Description

The objectives of the Project are to provide urban youth with income from temporary employment opportunities and to increase their employability.

The Project consists of the Project described in Schedule 1 to the Financing Agreement.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

The Recipient shall maintain throughout the period of Project implementation, the Project Steering Committee to provide overall policy guidance and strategic direction for Project implementation, with the composition and powers described in the Project Operational Manual.

B. Amended Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the entire Grant available to the Project Implementing Entity, on grant terms, under a subsidiary agreement consisting of an amendment to the Subsidiary Agreement (as defined in the Financing Agreement) ("Amended Subsidiary Agreement") between the Recipient and the Project Implementing Entity, under terms and conditions approved by the World Bank.

2. The Recipient shall exercise its rights under the Amended Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive either of the Amended Subsidiary 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 Operational Manual

1. The Recipient shall ensure that the Project is carried out in accordance with the Project Operational Manual, as such manual has been updated for the purposes of the Grant in accordance with the Financing Agreement.

2. The Recipient shall not amend or waive any provision of the Project Operational Manual without the prior written agreement of the World Bank. In case of any inconsistency between the provisions of the Project Operational Manual and those of this Agreement, the provisions of this Agreement shall prevail.

E. Environmental and Social Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF and the EMPs (if any).
2. If any activities proposed for inclusion under the Project would, pursuant to the
ESMF, require the adoption of an EMP, the Recipient shall ensure that no such
activities shall be implemented unless and until an EMP for such activities (a)
has been prepared, in accordance with the ESMF and furnished to the World
Bank for review and approval, and (b) has been disclosed as required by the
ESMF and approved by the World Bank.

3. Without limitation upon its other reporting obligations under this Agreement, the
Recipient shall, in accordance with terms of reference satisfactory to the World
Bank: (a) monitor the status of compliance with the ESMF and any EMPS; and
(b) prepare quarterly reports and furnish the same to the World Bank, as part of
the Project Reports, on the results of such monitoring activities, giving details of:

(i) measures taken in furtherance of such EMPS;
(ii) conditions, if any, which interfere or threaten to interfere with the
    smooth implementation of such EMPS; and
(iii) remedial measures taken or required to be taken to address such
    conditions.

4. The Recipient shall afford the World Bank a reasonable opportunity to review the
reports prepared under paragraph 3 of this Part E, and thereafter shall carry out or
cause to be carried out, with due diligence, all remedial measures agreed with the
World Bank so as to ensure the proper implementation of the Project in
accordance with the ESMF and any EMPS.

F. Donor Visit

1. The Recipient shall take or cause to be taken all such measures as the World
Bank may reasonably request to identify publicly the Donors’ support for the
Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall,
upon the World Bank’s request, take all measures required on its part to enable
the representatives of the Donors to visit any part of the Recipient’s territory for
purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare
Project Reports in accordance with the provisions of Section 2.06 of the Standard
Conditions and on the basis of the indicators set forth in the Results Framework.
Project Report shall cover the period of one (1) calendar semester, and shall be
furnished to the World Bank not later than forty-five (45) days after the end of
the period covered by such report.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such 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 World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works non-consulting services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(a) Section I of the Procurement Guidelines in the case of goods, works and non-consulting services, and Sections I and IV of the Consultant Guidelines in the case of consultants' services; and

(b) the provisions of this Section III, as the same shall be elaborated in the Procurement Plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines.

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank 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) Shopping; (b) Direct Contracting; and (c) National Competitive Bidding, subject to the additional provisions set forth in the Annex to this Schedule.

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 the procurement of consultants' services for those assignments 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; and (f) Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

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

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may 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 World Bank 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 category of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the
amounts of the Grant to the Category, and the percentage of expenditures to be financed for Eligible Expenditures in the Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultants' services, Training, goods, works, Stipends, and Incremental Operating Costs</td>
<td>10,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>10,800,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

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

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is October 31, 2018.
Annex to Schedule 2
Special Procedures for National Competitive Bidding

The following provisions shall be applied in National Competitive Bidding:

Participation in Bidding

1. The eligibility of bidders shall be as defined under the Procurement Guidelines.

2. Government-owned enterprises in Papua New Guinea shall be eligible to bid only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Recipient or a Project Implementing Entity.

3. A firm declared ineligible by the World Bank, based on a determination by the World Bank that the firm has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing a World Bank-financed contract, shall be ineligible to be awarded a World Bank-financed contract during the period of time determined by the World Bank.

4. A firm which has been engaged by the Recipient or a Project Implementing Entity to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works resulting from or directly related to the firm’s consulting services for such preparation or implementation. This provision does not apply to the various firms which together are performing the contractor’s obligations under a turnkey or design and build contract.

5. Foreign bidders shall be eligible to participate in bidding under the same conditions as national bidders. In particular, no domestic preference over foreign bidders shall be granted to national bidders or goods in bid evaluation.

Advertising: Time for Submission of Bids

6. Invitations to bid shall be advertised in at least one (1) newspaper of national circulation, allowing a minimum of thirty (30) days for the preparation and submission of bids, such thirty (30) days to begin with the date of availability of the bid documents or the date of the advertisement, whichever is later.

Bidding Documents

7. Until national standard bidding documents approved by the World Bank are available, bidding documents approved by the World Bank shall be used.

Bid Security

8. All bidders should provide bid security if indicated in the bidding documents, in the amount and form so indicated. A bidder’s bid security shall apply only to a
specific bid. A bidder shall be permitted to withdraw or modify its bid prior to
the bid submission deadline without forfeiting its bid security.

Classification of Contractors: Qualification: Post-qualification

9. Bidding shall not be restricted to any particular class of contractors, and non-
classified contractors shall also be eligible to bid. Qualification criteria (in case
prequalification is not carried out) shall be stated in the bidding documents and
shall be based entirely upon the capability and resources of prospective bidders to
perform the particular contract satisfactorily, taking into account their experience
and past performance on similar contracts, capabilities with respect to personnel,
equipment and construction or manufacturing facilities, as well as their financial
position. Before contract award, the bidder having submitted the lowest
evaluated, substantially responsive bid shall be subject to post-qualification.

Registration of Bidders

10. If a registration process is required, a foreign firm determined to be the lowest
evaluated responsive bidder shall be given reasonable opportunity of registering,
without any let or hindrance. Bidders shall not be required to register as a
precondition for bidding.

Evaluation Criteria

11. Evaluation criteria shall be clearly specified in bidding documents, and
evaluation criteria other than price shall be quantified in monetary terms.

Bid Submission, Opening, and Bid Evaluation

12. Bidders may submit bids, at their option, either in person or by courier service or
by mail.

13. Bids shall be opened in public, immediately after the deadline for submission of
bids. Bidders’ representatives shall be allowed to attend. The name of the
bidder, the total amount of each bid, and any discounts shall be read aloud and
recorded in the minutes of the public bid opening. A copy of the minutes of the
public bid opening shall be promptly provided to all bidders who submitted bids.
With respect to contracts which are subject to the World Bank’s prior review, the
Project Implementing Entity shall promptly provide the World Bank, a copy of
the minutes of the public bid opening. No bid shall be rejected during the public
bid opening. Bids received after the bid submission deadline shall be promptly
returned unopened to the bidder.

14. The evaluation of bids shall be done in strict adherence to the criteria declared in
the bidding documents and contracts shall be awarded to the qualified bidder
which submitted the lowest evaluated, substantially responsive bid.

15. No bid shall be rejected merely on the basis of a comparison with the owner’s
estimate or budget ceiling without the World Bank’s prior written concurrence.
16. The relevant Project Implementing Entity shall publish the following information on contract award on a free and open access website when that website becomes operational, or on another means of publication acceptable to the World Bank:

(i) name of each bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated price of each bid that was evaluated; (iv) names of bidders whose bids were rejected and the reasons for the rejection; and (v) name of the winning bidder, price it offered, as well as the duration and summary scope of the contract awarded. This publication shall be updated at least quarterly.

Rejection of Bids

17. Rejection of all bids and re-bidding shall not be carried out without the World Bank’s prior written concurrence.

Extension of the Validity of Bids

18. In exceptional circumstances, the procuring entity may, before the expiration of bid validity, request all bidders in writing to extend the validity of their bids. In such cases, bidders shall not be requested nor permitted to amend the price or any other condition of their bids. Bidders shall have the right to refuse to grant such an extension without forfeiting their bid securities, but bidders granting such an extension shall be required to provide a corresponding extension of the validity of their bid securities.

No Contract Negotiations

19. There shall be no negotiation of contracts, even with the lowest evaluated bidder, without the World Bank’s prior concurrence. A bidder shall not be required, as a condition of award of contract, to undertake obligations not specified in the bidding documents, or otherwise to modify its bid as originally submitted.

Suppliers, Contractors and Subcontractors

20. The World Bank shall declare a firm ineligible, either indefinitely or for a stated period, to be awarded a contract financed by the World Bank, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract financed by the World Bank.

21. Each contract financed from the proceeds of the Grant shall provide that the suppliers, contractors and subcontractors shall permit the World Bank, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the World Bank. The deliberate and material violation by the supplier, contractor or subcontractor of such provision may amount to obstructive practice.
Conflict of Interest

22. Suppliers and contractors that have a business or family relationship with a senior member of a Project Implementing Entity's staff may not be awarded a contract, unless the conflict of interest stemming from this relationship has been resolved in a manner satisfactory to the World Bank throughout the process of evaluation of the bids and the execution of the contract.

Bid Protest Mechanism

23. The relevant Project Implementing Entity shall establish an effective bid protest mechanism related to the procurement process and contract award, acceptable to the World Bank that allows for bidder protests and the timely handling of such protests. The procedures to receive and handle complaints shall be disclosed in the bidding documents.
APPENDIX

Definitions

(a) "Amended Subsidiary Agreement" means the Subsidiary Agreement (as defined in the Financing Agreement) to be amended pursuant to Section 1B of Schedule 2 to this Agreement and pursuant to which the Recipient shall make the entire proceeds of the Grant available to NCDC.

(b) "Anti-Corruption Guidelines" means 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.

(c) "Category" means the category set forth in the table in Section IV of Schedule 2 to this Agreement.

(d) "Community Communications Framework" means the framework for free, prior and informed consultation during Project implementation set forth in the Project Operational Manual, as the same may be amended from time to time with the prior written agreement of the World Bank.

(e) "Consultant Guidelines" means: (a) except as provided in subparagraph (b) below, "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 and revised in July 2014; and (b) in the case of contracts financed or to be financed, in whole or in part, out of the proceeds of the Grant, and for which the invitation to bid was issued prior to the date of this Grant Agreement, "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the World Bank in May 2004 and revised in October 2006 and May 2010.

(f) "Eligible Employer" means an enterprise, agency or organization operating in the Recipient's formal sector which carries on legitimate, safe and healthy activities eligible for providing employment under the Project according to the eligibility criteria set forth in the Project Operational Manual.

(g) "Eligible Urban Youth" means disadvantaged urban youth between the ages of 16 and 35 years that at the relevant date neither work, nor study and who have limited social and economic opportunities and who meet the selection criteria specified in the Project Operational Manual to receive training and/or employment under Parts I and/or II of the Project described in the Financing Agreement.

(h) "Environmental and Social Management Framework" or "ESMF" means the Recipient's environmental and social management framework for the Project, dated April 6, 2010, and revised in June 2015, setting forth, inter alia: (a) the proposed mitigation measures corresponding to the types of Project activities, and guidelines on how these measures are to be incorporated into an EMP as may be required and be part of the civil works contracts; and (b) the Community...
Communications Framework, as each one thereof may be amended from time to time with the prior written agreement of the World Bank.

(i) “Environmental Management Plan” or “EMP” means any plan prepared by the Recipient in accordance with the Environmental and Social Management Framework, as any such plan may be amended from time to time with the prior written agreement of the World Bank.


(k) “NCD” means the Recipient’s National Capital District referred to in Section 4 of the Recipient’s Constitution.

(l) “Letter of Amendment” means the letter amending the Financing Agreement to be signed by the Recipient and the Association, and referred to in Article V, Section 5.01(b) of this Agreement.

(m) “NCDC” means the Recipient’s National Capital District Commission established and operating in accordance with the Project Implementing Entity’s Legislation.

(n) “Procurement Guidelines” means: (a) except as provided in subparagraph (b) below, the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 and revised in July 2014; and (b) in the case of contracts financed or to be financed, in whole or in part, out of the proceeds of the Grant, and for which the invitation to bid was issued prior to the date of this Grant Agreement, “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 and May 2010.

(o) “Procurement Plan” means the NCDC’s procurement plan for the Project dated October 1, 2015 and approved by the World Bank, 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.

(p) “Project Implementing Entity” means NCDC.

(q) “Project Implementing Entity’s Legislation” means the Recipient’s National Capital District Commission Act 2001, that was certified and came into effect on December 14, 2001, and as amended to the date of this Agreement.

(r) “Project Management Unit” or “PMU” means the unit established within NCDC, and referred to in Section I.A.1 of the Schedule to the Project Agreement.
(6) "Project Operational Manual" means, the manual referred to in Section I.D of Schedule 2 to this Agreement, acceptable to the World Bank and adopted by NCDC setting out policies and procedures for the implementation of the Project, which manual shall include an annex on financial management and accounting, and as the same may be amended from time to time with the prior written agreement of the World Bank.

(t) "Project Steering Committee" means the Project Steering Committee referred to in Section I.A of the Schedule 2 to this Agreement.

(u) "Results Framework" means the framework dated June 2015 agreed with the World Bank, setting forth the indicators and targets for purposes of monitoring and evaluation of the progress of the Project, and referred to in Section II, paragraph A.1 of Schedule 2 to this Agreement, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such framework.


(w) "Stipend" means any money paid during the training and after completion of training to an Eligible Urban Youth in accordance with the Project Operational Manual.

(x) "Subproject" means any labor-intensive work in public roads or drainage networks and open space reserves in the NCD, including drain cleaning and vegetation control activities and any other activity that may be proposed by NCDC and that may be approved by the World Bank, and that is eligible for financing as a provider of on-the-job training, in each case in accordance with the provisions of the Project Operational Manual.