EBOLA RECOVERY AND RECONSTRUCTION TRUST FUND
Grant Agreement
(Third Additional Financing for Emergency Monrovia Urban Sanitation Project)

between

REPUBLIC OF LIBERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Ebola Recovery and Reconstruction Trust Fund)

Dated February 24, 2016
ERNF GRANT NUMBER TF A1481-LR

EBOLA RECOVERY AND RECONSTRUCTION TRUST FUND
GRANT AGREEMENT

AGREEMENT dated February 24, 2016, entered into between the
REPUBLIC OF LIBERIA ("Recipient"); and the INTERNATIONAL DEVELOPMENT
ASSOCIATION ("World Bank"), acting as administrator of the Ebola Recovery and
Reconstruction Trust Fund, for the purpose of, inter alia, providing additional financing
for activities related to the Original Project (as defined in the Appendix to this Agreement).

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various
Funds, dated February 15, 2012, ("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.

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 carry
out, and ensure that MCC carries out, the Project in accordance with the provisions
of Article II of the Standard Conditions.

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 three million
three hundred and twenty thousand United States Dollars ($3,320,000) ("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
Effectiveness; Termination

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the condition specified below has been satisfied, namely that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

4.02. As part of the evidence to be furnished pursuant to Section 4.01, 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 that this Agreement has been duly authorized or ratified by the Recipient, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

4.03. 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 4.01 ("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.

4.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 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 V
Recipient’s Representative; Addresses

5.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Finance and Development Planning.

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

Minister of Finance and Development Planning
Ministry of Finance and Development Planning
Broad Street
1000 Monrovia 10
Republic of Liberia

e-mail: communications@mofliberia.org

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

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

Cable: INDEVAS
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391

Washington, D.C. 64145 (MCI)
AGREED at Monrovia, Republic of Liberia, as of the day and year first above written.

REPUBLIC OF LIBERIA

By

[Signature]

Authorized Representative

Name: Amara M. Kanneh
Title: Minister Finance and Development Planning

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Ebola Recovery and Reconstruction Trust Fund)

By

[Signature]

Authorized Representative

Name: Iguna Obraja
Title: Country Manager
SCHEDULE 1

Project Description

The objective of the Project is to assist the Recipient to increase access to solid waste collection service in Monrovia.

The Project consists of the following parts:

Component A: Solid Waste Collection

Provision of assistance to the Monrovia City Corporation (MCC) to establish and provide solid waste services and increase the quantity of collected and disposed waste, including financing of waste collection and disposal operating costs, and financing the purchase of strategic waste collection and disposal equipment for MCC, such as excavator on tires, tipper trucks, frontend loaders, skip trucks and compactors.

Component B: Building Institutional and Technical Capacity at MCC

1. Supporting the MCC in Project management and implementation, including: (i) provision of technical assistance, including consultant’s services and training for a financial and organizational audit of MCC and for implementation of selected action items identified in the audit; (ii) provision of technical assistance, including training and operating costs for project implementation and supervision; and (iii) provision of technical assistance to strengthen MCC’s capacity to plan, design and deliver solid waste and other services.

2. Financing a public sensitization campaign regarding solid waste management and recycling.

Component C: Landfill Cells, Piloting Recycling and Studies for new landfill

1. Carrying out preliminary environmental studies for a potential new landfill for solid waste disposal for Monrovia and provision for capping of the first cell of the existing landfill located at Whein Town.

2. Support for the piloting of a plastic recycling program at designated collection points, the Stockton Creek and Fiamah transfer stations and the landfill site at Whein Town.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Management and Implementation Arrangements

Project Implementation Unit

1. The Recipient shall at all times during implementation of the Project maintain the Project Implementation Unit (PIU) within MCC with a mandate and resources satisfactory to the World Bank, for the purpose of ensuring the prompt and efficient overall coordination, monitoring, reporting, evaluation and communication of Project activities. The PIU shall be adequately staffed by competent and duly qualified staff in adequate numbers as shall be acceptable to the World Bank, consisting of, without limitation, the Project manager, a contracts manager, a procurement specialist, a social development specialist, a monitoring and evaluation specialist, and a sanitary/environmental engineer; all with terms of reference, qualifications, and experience satisfactory to the World Bank, and all appointed in accordance with the provisions of Section III of this Schedule 2.

2. Project Oversight Committee

(a) Composition: The Recipient shall at all times during implementation of the Project maintain an oversight committee with a structure, composition, functions and responsibilities acceptable to the World Bank, for purposes of overseeing the execution of the Project. The Project Oversight Committee shall be chaired by the Minister of Finance and Development Planning and shall be comprised of representatives of the Mayor of Monrovia, the Deputy Minister of the Ministry of Public Works and such others that the Chairman shall appoint satisfactory to the World Bank.

(b) Role: The Project Oversight Committee shall be responsible for: (i) reviewing Project progress; (ii) providing ongoing guidance and direction to the Project Management Committee; (iii) approval of all major plans as well as for any deviation therefrom; and (iv) ensuring that day to day implementation problems are resolved in a timely and effective manner. It shall function under terms of reference that are acceptable to the World Bank.
3. **Project Management Committee**

   (a) Composition: Except as otherwise provided in this Agreement, the Recipient shall maintain or cause to be maintained, at all times during Project implementation, a project management committee in MCC, consisting of the mayor of Monrovia, the financial controller of MCC, the head of the MCC sanitation department, the MCC director general for programs and the Project manager.

   (b) Role: The PMC shall be responsible for the coordination and day to day implementation of the Project. Without limitation to the generality of the foregoing, the PMC shall carry out the tasks that shall include:  
   (i) review monthly reports for each technical assistance activity;  
   (ii) manage inputs from various technical assistance activities; (iii) make decisions to accelerate the pace of reforms and reorganization;  
   (iv) ensure the smooth interface between the diverse strategies being followed under the Project; and (v) monitoring and evaluation.

4. **Project Financial Management Unit**

   (a) Composition: The Recipient shall maintain the PFMU at all times during Project implementation, adequately staffed with persons under terms of reference, qualifications and experience satisfactory to the World Bank.

   (b) Role: The PFMU shall be responsible for carrying out all the financial management obligations under the Project, which shall be performed in accordance with the provisions of the FM MOU. Without limitation to the generality of the foregoing, the PFMU shall carry out the following tasks:  
   (i) maintenance of accounting records and preparation of Financial Statements;  
   (ii) preparation of the interim Financial Reports referred to in paragraph B.2 of Section II of this Schedule 2; (iii) process payments of Project Eligible Expenditures; and (iv) facilitate the audits of the Recipient’s Financial Statements for the Project, as required pursuant to the provisions of paragraph B.3 of Section II of this Schedule 2. Except as the Recipient and the World Bank may otherwise agree in writing, the Recipient shall not introduce changes in the number of positions of the PFMU or in the professional skills required for occupying such positions.

B. **Subsidiary Agreement**

1. To facilitate the carrying out of the Project, the Recipient shall enter into an agreement with MCC, under terms and conditions approved by the World Bank (the “Subsidiary Agreement”), which shall establish the terms and conditions whereby the Recipient will transfer to MCC Project implementation
responsibilities, upon prior and favorable management assessment and approval by the World Bank of MCC’s fiduciary and operational capacity.

2. The Recipient shall exercise its rights under the 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, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Annual Work Plans

The Recipient, through the PIU, shall:

(a) not later than December 30 of each year during Project implementation, furnish to the World Bank, for its approval, an annual work plan (the “Annual Work Plan”), each said plan to include, inter alia: (i) the Project activities to be carried out during the twelve months immediately following the presentation of each said plan; (ii) the mitigation and remedial measures to avoid potential environmental and social impacts of proposed Project activities in accordance with the requirements of the Safeguards Documents; (iii) the annual budget for the Project Management Operating Costs; (iv) the annual budget for Training; and (v) the Procurement Plan, disbursement schedule and chart of accounts for each said twelve month period; and

(b) thereafter implement each said Annual Work Plan, approved by the World Bank, in accordance with its terms.

D. The Project Implementation Manual

1. The Recipient shall carry out the Project in accordance with the Project Implementation Manual, and except as the Recipient and the World Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, suspend, waive or otherwise fail to enforce the Project Implementation Manual or any provision thereof.

2. In case of any conflict between the terms of the Project Implementation Manual and those of this Agreement, the terms of this Agreement shall prevail.

E. Anti-Corruption

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

1. Without limitation to the provisions of Section 4.01(a) of the Standard Conditions (referring to the obligation of the Recipient to ensure the carrying out of the Project in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices), the Recipient shall:

(a) carry out and shall ensure that the Project is carried out in accordance with the provisions of the Safeguards Documents, and, except as the World Bank shall otherwise agree in writing, shall not amend or waive, or permit to be amended or waived, any provision of any of the Safeguards Documents; and

(b) ensure, for the purposes of facilitating the carrying out of the activities under Component C of the Project:

(i) the carrying out of any Environmental Management Plan or RAP;

(ii) the preparation and adoption of a RAP or EMP under the Project, if needed; thereafter, submission of said RAP or EMP, to the World Bank for review and approval; subsequently the adoption and the local disclosure, in a manner acceptable to the World Bank, of said RAP or EMP;

(iii) compliance with environmental and social impact mitigation and monitoring measures included in the Environmental Impact Assessment for the landfill at Whein Town; and

(iv) the reporting by MCC to the World Bank, in conjunction with the Project Reports to be furnished to the World Bank pursuant to the provisions of paragraph 1(a) of Section II.A of this Schedule 2, on the carrying out of the measures required under such EMPs and RAPs, if any.

G. Counterpart Funding Requirements for the Project

Without limitation upon any of its obligations under this Agreement, the Recipient shall ensure that sufficient annual allocations be made in the Recipient’s budget for the Recipient’s counterpart contribution to the costs of the Project.

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 2.06 of the Standard
Conditions and on the basis of the indicators acceptable to the World Bank. Each Project Report shall cover the period of one (1) calendar year commencing from the Effective Date and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.

2. Without limitation to Section 2.06 (b) of the Standard Conditions, each Project Report mentioned in paragraph 1 of this Section II.A of this Schedule 2 shall include, inter alia, detailed information with respect to the status of the implementation of the Environmental Impact Assessment, the EMPs and RAPs, if any, for the landfill cells referred to under Component C of the Project, including any measures undertaken (or caused to be undertaken) by the Recipient to address issues which arose during the implementation of the said Safeguards Documents.

3. Without limitation to Section 2.06 (b) of the Standard Conditions, the Recipient shall submit to the World Bank contract management and expenditure information in quarterly reports. The procurement management report will consist of information on procurement of goods, works and consultants' services and compliance with the Procurement Plan and procurement methods specified in Section III of this Schedule 2. The report will also provide any information on complaints by bidders, unsatisfactory performance by contractors and any information on contractual disputes.

4. The Recipient shall, in preparing the report referred to in Section 4.08(c) of the Standard Conditions, employ consultants in accordance with the provisions of Section III of this Schedule 2 to this Agreement.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall during the implementation of the Project, maintain, or cause to be maintained, a financial management system in accordance with the provisions of Section 2.07 of the Standard Conditions. Without limitation to the generality of the foregoing, the Recipient shall maintain independent auditors to carry out financial audits pursuant to Section 2.07 of the Standard Conditions.

2. Without limitation on the provisions of paragraph B.1 of this Section II of Schedule 2 to this Agreement, the Recipient shall prepare and furnish to the World Bank not later than forty-five (45) days after the end of each quarter, interim un-audited Financial Reports for the Project covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard 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 World Bank not later than six (6) months after the end of such period.
4. The Recipient shall, not later than four (4) months following the Effective Date, appoint the independent auditors referred to in Section 2.07 (b) of the Standard Conditions, in accordance with the provisions of paragraph C of Section III of Schedule 2 to this Agreement.

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:


(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 (“Procurement Plan”).

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) Limited International Bidding; (b) National Competitive Bidding, subject to the following additional provisions: (1) foreign bidders shall be allowed to participate in National Competitive Bidding procedures; (2) bidders shall be given at least one month to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later; (3) no domestic preference shall be given for domestic bidders and for domestically manufactured goods; and (4) in accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (i) the bidders, suppliers, contractor and subcontractors shall permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the World Bank; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.; (c) Shopping; and (d) Direct Contracting.

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those 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) Selection of Individual Consultants; and (f) Single-source procedures for the 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 categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant 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 US$)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services and consultants’ services (including audit) for the Project</td>
<td>1,150,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Waste Collection and Disposal Operating Costs under Component A of the Project</td>
<td>2,170,000</td>
<td>70% from the Effective Date until the date falling six (6) months after the Effective Date; thereafter 50% until the date falling twelve (12) months after the Effective Date; thereafter 30% until the Closing Date.</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>3,320,000</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, except that withdrawals up to an aggregate amount not to exceed $664,000 (six hundred and sixty four thousand United States Dollars) may be made for payments made prior to this date but on or after the Retroactive Financing Date, for Eligible Expenditures under the table above.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 30, 2016.
Section V. **Other Undertakings**

All Training activities under the Project shall be specified in the relevant Annual Work Plan for approval by the World Bank, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution or individual who will conduct the training; (e) the location and duration of the training; (f) the cost of the training; and (g) the outcome and impact of the training.
APPENDIX

Section I. Definitions

1. “Annual Work Plans” means any of the plans referred to in Section I.C of Schedule 2 to this Agreement.


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


5. “Environmental Impact Assessment” and “EIA” means the Environmental Impact Assessment, dated December 2008, prepared by the Recipient and subsequently disclosed locally and in the World Bank’s InfoShop, acceptable to the World Bank, analyzing the negative environmental and social impacts of the operation of the solid waste management at the site of the Whein Town landfill, and setting forth measures to minimize the environmental impacts, and to eliminate, offset or mitigate any adverse environmental impacts, or reduce such impacts to acceptable levels, as such EIA may be amended from time to time with the prior written agreement of the World Bank.

6. “Environmental Management Plan” and “EMP” means any plan, satisfactory to the World Bank, prepared for the Project, proposing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental impacts, offset them, reduce them to acceptable levels or enhance positive impacts, including the EMP for Fiamah transfer station, EMP for the Stockton Creek transfer station, and EMP for the Whein Town landfill, all disclosed in the Recipient’s territory in February 2010, and at the World Bank Infoshop in September 2010, as the same may be amended from time to time with the prior written agreement of the World Bank.

7. “First Additional Financing Agreement” means the first additional financing agreement for the Project between the Recipient and the Association, dated May 4, 2011, as amended to the date of this Agreement (Credit No 4908-LR).

8. “Fiscal Year” and “FY” mean the Recipient’s fiscal year which runs from July 1 through June 30 of the following year.
9. "FM MOU" means the Memorandum of Understanding between the MCC and the PFMU, on terms and conditions satisfactory to the World Bank, setting out the respective obligations of the parties with respect to financial management arrangements under the Project, as the same may be amended from time to time with the prior written agreement of the World Bank.

10. "MCC" means the Monrovia City Corporation established and operating pursuant to its charter as a municipal government dated 1976.

11. "Original Financing Agreement" means the grant agreement for the Emergency Monrovia Urban Sanitation Project between the Recipient and the Association, as Administrator of the Liberia Reconstruction Trust Fund, dated October 22, 2009, as amended to the date of this Agreement (Trust Fund No. TF094060).

12. "Original Project" means the Project described in the Original Financing Agreement and in the First Additional Financing Agreement and in the Second Additional Financing Agreement.


14. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated November 18, 2015, 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.

15. "Project Financial Management Unit" and "PFMU" mean the Project Financial Management Unit established within the Ministry of Finance for purposes of financial management of the World Bank’s financed Projects under implementation in the Recipient’s territory and referred to in paragraph A.3 of Section I of Schedule 2 to this Agreement.

16. "Project Implementation Manual" means the manual referred to in paragraph D of Section I of Schedule 2 to this Agreement.

17. "Project Implementation Unit" and "PIU" means the unit referred to in Section I.A.1 of Schedule 2 to this Agreement.

18. "Project Management Committee" and "PMC" mean the committee referred to in Section I.A.3 of Schedule 2 to this Agreement.

19. "Project Oversight Committee" means the committee referred to in paragraph A.2 of Section I of Schedule 2 to this Agreement.
20. "Resettlement Action Plan" and "RAP" means a plan acceptable to the World Bank, adopted for the purposes of any Resettlement Activity (as defined hereafter) which may be undertaken as a consequence of an activity under the Project, or associated therewith, and giving details of the specific actions, measures and policies designed to mitigate the social impacts of such Resettlement Activity, and includes the RAP for Fiamah transfer station prepared in 2010, RAP for the Stockton Creek transfer station prepared in 2010, and ARAP for the Whein Town landfill prepared in 2012, as such RAP may be amended from time to time with the prior written agreement of the World Bank.

21. "Resettlement Activity" means: (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, in respect of a person, 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.

22. "Retroactive Financing Date" is the date which is 12 months prior to the date of this Agreement.

23. "Safeguards Documents" means, collectively, the Environmental Impact Assessment, the EMPs, and the RAPs.


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