Financing Agreement

(Mocha Wind Park Project)

between

REPUBLIC OF YEMEN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated April 11, 2014
GRANT NUMBER H918-RY

FINANCING AGREEMENT

AGREEMENT dated April 11, 2014, entered into between REPUBLIC OF YEMEN ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to thirteen million Special Drawing Rights (SDR 13,000,000) ("Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

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

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

2.04. The Payment Dates are March 15 and September 15 in each year.

2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project 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 — REMEDIES OF THE ASSOCIATION

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

(a) The Recipient shall have failed to establish the Special Purpose Company, in form and substance satisfactory to the Association, so as to make it improbable to achieve the objective of the Project.

(b) The Special Purpose Company, upon its establishment, shall have failed to comply with any of its obligations under the Subsidiary Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consist of the following, namely, that the respective Co-financing Agreements have been executed and delivered and all conditions precedent to the effectiveness of each Co-financing Agreement or to the right of the Recipient to make withdrawals under any Co-financing Agreement (other than the effectiveness of this Agreement) have been fulfilled.

5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

5.03. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement shall terminate is fifteen (15) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is the Minister of Planning and International Cooperation.

6.02. The Recipient’s Address is:

Ministry of Planning and International Cooperation
P.O. Box 175, Sana’a
Republic of Yemen

Facsimile:
967-1-250-665
967-1-250-605

6.03. The Association’s Address is:
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.

AGREED at Washington D.C., United States of America, as of the day and year first above written.

REPUBLIC OF YEMEN

By

Authorized Representative

Name: Mohammed Saed al-Sadi
Title: Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Inger Andersen
Title: Regional Vice President
SCHEDULE 1

Project Description

The objective of the Project is to increase the supply of cost-effective renewable wind electricity.

The Project consists of the following parts:

Part A: Physical Investment

1. Carrying out the supply, construction and installation of approximately 60 MW generation capacity wind power facility (the Wind Farm) at Mocha in the territory of the Recipient, including construction of associated transmission lines and infrastructure.

Part B: Consulting Services and Market Development

1. Carrying out capacity building and market development to scale up wind power development, including: (a) building the capacity of the staff of the Project Management Unit and Special Purpose Company (upon its establishment) for Wind Farm operation and training; (b) recruiting an international engineering consulting firm to enhance the PMU’s capacity for procurement and contracting and construction supervision; and (c) recruiting an international consulting firm to enhance the MOEE’s capacity to design tendering procedures and documents for competitive procurement of public private partnership (PPP) wind projects, and support the tendering process; (d) provision of technical advisory services for the establishment and operationalization of the SPC; (e) provision of technical advisory series for implementation of a regional long-term wind measurement program; (f) provision of technical advisory services to carry out preliminary environmental and social impact assessments, grid connection planning for promising wind sites; and (g) provision of technical advisory service for related capacity building activities under the Project.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Ministry of Electricity and Energy (MOEE) and the Project Management Unit (PMU)

(a) The Recipient shall maintain, at all times during the implementation of the Project, a project management unit (the Project Management Unit or PMU) within the Recipient’s Ministry of Electricity and Energy (MOEE), with functions, staffing and resources satisfactory to the Association.

(b) Without limitation to sub-paragraph (a) immediately above, the PMU shall be responsible for day-to-day administration of overall planning, coordination, technical, fiduciary (i.e., procurement and financial management), environmental and social safeguards compliance, coordination, monitoring, evaluation, reporting and communication of the activities under the Project, all in accordance with the provisions of this Agreement.

2. Establishment of the Special Purpose Company and Transition Arrangement and Operation of the Wind Farm

(a) The Recipient shall not later than thirty (30) months after the Effective Date, establish and operationalize the Special Purpose Company, and ensure independent ownership and operation of the Wind Farm.

(b) The Recipient shall not later than thirty six (36) months after the Effective Date, cause the Special Purpose Company and the Public Electricity Corporation to execute a power purchase agreement (the Power Purchase Agreement), in form and substance satisfactory to the Association.

(c) The Recipient shall, upon the establishment of the Special Purpose Company, and upon the written approval of the Association of compliance with the conditions set forth in subparagraph (d) immediately below, transfer the ownership and operation of the Wind Farm and the obligations thereunder, to the Special Purpose Company pursuant to a subsidiary loan and implementation agreement (the Subsidiary Loan and Implementation Agreement) to be entered into between the Recipient and
Special Purpose Company, under terms and conditions approved by the Association, which shall, *inter alia*, include those set forth in Schedule 3 to this Agreement.

(d) Without limitation to the provisions of Section I.A.2 (a) and (c) immediately above, the conditions referred to in Section I.A.2(c) shall include the following, the Recipient shall ensure that: (i) the Special Purpose Company has been established and fully operationalized, in a manner acceptable to the Association; and (ii) the Subsidiary Loan and Implementation Agreement has been executed on behalf of the Recipient and the Special Purpose Company.

C. **Project Implementation Manual**

1. The Recipient shall carry out the Project in accordance with the provisions of a manual satisfactory to the Association (the Project Implementation Manual), which shall provide, *inter alia*, for the following: (a) capacity building activities for sustained achievement of the Project’s objectives; (b) disbursement, financial management and procurement procedures; (c) institutional administration, coordination and day-to-day execution of activities of the Project; (d) monitoring, evaluation, reporting, information, and communication; (e) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project activities; (f) the pertinent environmental and social safeguard documents; (g) the format of: (I) the interim unaudited financial reports referred to in Section II.B.2 of Schedule 2 to this Agreement; and (II) the Financial Statements; and (h) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual without the prior written consent of the Association; provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. **Anti-Corruption**

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

E. **Environmental and Social Safeguards**

1. The Recipient shall carry out the Project in accordance with the Environmental and Social Impact Assessment (ESIA), the Environmental and Social Management Plan (ESMP), the Resettlement Action Plan (RPF) and any
resettlement action plans, including the guidelines, rules and procedures defined in said ESIA, ESMP, RPF or in any resettlement action plans.

2. The Recipient shall, in a manner acceptable to the Association:

   (a) ensure any land acquisition and resettlement will be carried out in accordance with the RPF and any resettlement action plans; and

   (b) ensure implementation of the ESMP during the operation phase through adequate mitigation measures to counteract the potential negative impacts, including the closing down of the existing dumpsite and relocating it to a safe distance (at least 5kms) from the project site as a mitigation measure to reduce risk on birds.

3. The Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of the ESIA, ESMP, the RPF and any resettlement action plans, giving details of:

   (a) measures taken in furtherance of the ESIA, ESMP, RPF and any resettlement plans;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESIA, ESMP, RPF and any resettlement plans; and

   (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of the ESIA, ESMP, RPF or any resettlement plans.

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. 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.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five days after the end of each calendar quarter, 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 calendar year. 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.

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 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 (NCB), may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional procedures set forth in paragraph 3 immediately below; and (b) Shopping.
3. The following are the additional procedures to the NCB:

(a) A Recipient-owned enterprise in the Republic of Yemen shall be eligible to bid only if it can establish that it is legally and financially autonomous, operates under commercial law, and is not a dependent agency of the Recipient;

(b) Bidding (or pre-qualification, if required) shall not be restricted to any particular class of contractors or suppliers, and non-registered contractors and suppliers shall also be eligible to participate;

(c) The modified national standard bidding documents approved by the Association shall be used;

(d) Registration shall not be used to assess bidders' qualifications; qualification criteria (in case pre-qualification was not carried out) and the method of evaluating the qualification of each bidder shall be stated in the bidding documents, and before contract award the bidder having submitted the lowest evaluated responsive bid shall be subject to post-qualification;

(e) A foreign bidder shall not be required to register or to appoint an agent as a condition for submitting its bid and, if determined to be the lowest evaluated responsive bidder, shall be given reasonable opportunity to register, without let or hindrance; the registration process shall not be applicable to sub-contractors;

(f) No bidder shall be requested or permitted to modify its bid after the bid closing date shall have elapsed and bids submitted after the deadline for submission of bids shall be returned to the bidder unopened;

(g) Post-bidding negotiations with the lowest or any other bidder shall not be permitted;

(h) Under 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 which case bidders shall not be requested nor permitted to amend the price or any other condition of their bids; a bidder shall have the right to refuse to grant such an extension without forfeiting its bid security, but any bidder granting such extension shall be required to provide a corresponding extension of its bid security;

(i) Price adjustment provisions may be included in contracts for works with a duration of more than eighteen (18) months;
(j) rejection of all bids is justified when there is lack of effective competition, or bids are not substantially responsive, however, lack of competition shall not be determined solely on the basis of the number of bidders; and

(k) each contract financed from the proceeds of the Grant shall provide that the contractor or supplier shall permit the Association, at its request, to inspect their accounts and records relating to the performance of the contract and to have such accounts and records audited by auditors appointed by the Association.

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 contracts 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; and (f) Selection of Individual Consultants.

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 (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods (including supply and installation), works, non-consulting services and consultants' services under Part A of the Project</td>
<td>11,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants' services and Training under Part B of the Project</td>
<td>1,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>13,000,000</td>
<td></td>
</tr>
</tbody>
</table>

For the purpose of this Section IV.A.2, the term “Training” means the cost associated with the training approved by the Association, for reasonable expenditures (other than expenditures for consultants’ services), including: (i) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses.

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 percentage of Eligible Expenditures to be financed (exclusive of taxes) from the proceeds of the Financing allocated from time to time to Category (1), shall be 100 percent or such percentage of Eligible Expenditures as the Association shall determine for each fiscal year prorata to the respective Co-financiers contribution for Part A of the Project.

3. The Closing Date is June 30, 2019.
SCHEDULE 3

Terms and Conditions of the Subsidiary Loan and Implementation Agreement

A. Obligations of the Special Purpose Company

1. the requirement that the Special Purpose Company operate the Wind Farm with due diligence and efficiency, in a commercially viable manner and in conformity with appropriate administrative, financial, technical, environmental and social standards acceptable to the Association, and provide, or cause to be provided, promptly as needed, the facilities, services and other resources required for the purpose;

2. the ownership of the Wind Farm be transferred to the Special Purpose Company and requirement that the proceeds of the Grant expended in the construction of the Wind Farm set forth under Part A.1 of the Project be on-lent to said Special Purpose Company the following terms: the principal amount of the Grant made available under the Subsidiary Loan and Implementation Agreement ("Subsidiary Credit") shall be: (a) denominated and repayable in Yemeni Rial; (b) charged interest on the principal amount withdrawn and outstanding from time to time at the rate of three percent (3%) per annum; and (c) repayable over a period not exceeding twenty (20) years from the date of the Subsidiary Loan and Implementation Agreement, inclusive of a grace period not exceeding five (5) years;

3. the obligation of the Special Purpose Company to enter into the Power Purchase Agreement with the Public Electricity Corporation, under terms and conditions satisfactory to the Recipient and the Association;

4. the obligation of the Special Purpose Company to service the repayment of the Subsidiary Loan in accordance with the repayment schedule and under terms and conditions specifically set forth under a table to be established in the Subsidiary Loan and Implementation Agreement, including the terms set forth in paragraph 2 above, provided that the repayment obligation shall be suspended if the Public Electricity Corporation fails to make any payment due under the Power Purchase Agreement, and the Special Purpose Company having drawn on the escrow account established for that purpose, the Recipient and Public Electricity Corporation fail to replenish said escrow account, and shall be reinstated only at such time as the Public Electricity Corporation (or the Recipient on behalf of Public Electricity Corporation) shall have satisfied in full all payments under the Power Purchase Agreement and replenished the escrow account provided as payment security under the Power Purchase Agreement;

5. the obligations of the Special Purpose Company pertaining to ownership and operation of the Wind Farm, including coordination with the engineering,
procurement and construction company to be recruited by the Recipient to implement, operate and maintain the Wind Farm for the first three years of the operations of the Wind Farm;

6. the requirement that the Special Purpose Company to fully collaborate with the Recipient in order to ensure timely implementation of Part B.1 (a) of the Project;

7. the obligation of Special Purpose Company to exchange views with the Recipient and the Association with regard to the progress of the Project, and the performance of its obligations under the Subsidiary Loan and Implementation Agreement;

8. the obligation of the Special Purpose Company to comply with the provisions of the Anti-Corruption Guidelines;

9. the obligation of the Special Purpose Company not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Power Purchase Agreement, or the Subsidiary Loan and Implementation Agreement or any of their provisions, except with the Recipient and the Association’s prior written consent; and

10. the obligation of the Special Purpose Company to take or permit to be taken all actions to enable the Recipient to comply with its obligations under this Agreement and/or the Subsidiary Loan and Implementation Agreement, as the case may be.

B. The obligations of the Recipient:

1. to take or permit to be taken all action to enable the Special Purpose Company to comply with its obligations under the Subsidiary Loan and Implementation Agreement, as the case may be;

2. to ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines;

3. to promptly transfer the ownership and operation of the Wind Farm to the Special Purpose Company, and the attendant rights and obligations;

4. the obligation of the Recipient not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Subsidiary Loan and Implementation Agreement or any their provisions, except with the prior written consent of the Recipient and the Association.

C. The right of the Recipient to take remedial actions against the Special Purpose Company in case that the latter shall have failed to comply with any of its obligations under the Subsidiary Loan and Implementation Agreement.
APPENDIX

Definitions


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

3. “Co-financier” means Arab Fund for Economic and Social Development (AFSED), or OPEC Fund for International Development (OFID), or Saudi Fund for Development (Saudi Fund), collectively “Co-financiers”.

4. “Co-financing” means, for purposes of paragraph 11 of the Appendix to the General Conditions, an amount of 18,000,000 Kuwaiti Dinar from AFSED, 20,000,000 million United States of America Dollars (US$) equivalent from OFID and 75,000,000 Saudi Rial from Saudi Fund, to be provided by the Co-financiers to assist in financing the Project.


7. “Environmental and Social Impact Assessment” or “ESIA” means the Recipient’s report for the Project dated November 2010, and disclosed in country and in the Association’s Infoshop on May 15, 2011 and June 13, 2011, respectively, and redisclosed on July 15, 2013, and August 12, 2013, respectively, describing the set of avoidance, mitigation, enhancement, monitoring, and institutional measures to be taken during construction of the Wind Farm to avoid, mitigate, offset, or reduce adverse environmental and social impacts to acceptable levels, or to enhance positive impacts.

8. “Environmental and Social Management Plan” or “ESMP” the Recipient’s Environmental and Social Management Plan for the Project dated November 2010, disclosed in country and in the Association’s InfoShop on May 15, 2011 and June 13, 2011, respectively, and redisclosed on July 15, 2013, and August 12, 2013, respectively, consisting of specific environmental and social action plans
organized respectively, in construction and operations phases, giving details of the magnitude of the environmental impacts, including the budget and cost estimates, and sources of funding, along with the institutional and procedural measures needed to implement such actions, measures and policies.


10. "Ministry of Electricity and Energy" or "MOEE" means the Recipient’s Ministry responsible for electricity and energy or any successor thereto.


12. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated January 22, 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.

13. "Project Implementation Manual" means the manual, satisfactory to the Association, and referred to in Section I.C.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with agreement of the Association.

14. "Project Management Unit" or "PMU" means the management unit referred to in Section I.A.1 of Schedule 2 to this Agreement.

15. "Power Purchase Agreement" means the agreement relating to the sale and purchase of power to be supplied by the Wind Farm, to be concluded between the Special Purpose Company and the Public Electricity Corporation, and referred to in Section I.A.2(b) of Schedule 2 to this Agreement.

16. "Public Electricity Corporation" means the Recipient’s power utility company established and operating pursuant to Public Electricity Corporation Law (Law No. 87 of 1995), of the laws of the Recipient, and includes any successors thereto.

17. "Resettlement Policy Framework" or "RPF" means the Recipient’s framework dated May 2011, and disclosed in-country and in the InfoShop on May 15, 2011 and June 13, 2011, respectively, and redisclosed on July 15, 2013, and August 12, 2013, respectively, acceptable to the Association, setting forth the modalities for resettlement and compensation of Affected Persons under the Project, as the same may be amended from time to time with the agreement of the Association.
18. "Special Purpose Company" or "SPC" means a power generation company to be established by the Recipient pursuant to Power Law (Law No.1of 2009) of the laws of the Recipient for the purpose of owning and operating the Wind Farm and other power generation projects.

19. "Subsidiary Loan and Implementation Agreement" means the agreement relating to the implementation of Part A.1 of the Project, and specifically to the development, financing, construction, ownership and operations of the Wind Farm, to be concluded between the Recipient and the Special Purpose Company, and referred to in Section I.A.2.(c) of Schedule 2 to this Agreement.

20. "Wind Farm" means the means the proposed 60 MW generation wind power facility located at Mocha in the territory of the Recipient, to be constructed and commissioned under Part A of the Project.