EU Grant Agreement

(Access to Sustainable Energy Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as Administrator of trust funds provided by the European Union

and

LGU GUARANTEE CORPORATION (LGUGC)

Dated June 14, 2016
GRANT AGREEMENT

AGREEMENT dated June 17, 2016, entered into between: INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as administrator of trust funds provided by the European Union, and LGU GUARANTEE CORPORATION (LGUGC) ("Recipient").

WHEREAS (A) the Recipient, having satisfied itself as to the feasibility and priority of the project described in Schedule 1 to this Agreement ("Project"), has requested the World Bank to extend a grant in the amount of three million United States Dollars ($3,000,000) as provided in the Global Partnership on Output-based Aid Grant Agreement of even date herewith between the Recipient and the World Bank, acting as Administrator of the Global Partnership on Output-based Aid ("GPOBA Grant Agreement"), to assist in financing Part I of the Project; and

(B) the Recipient has also requested the World Bank, acting as Administrator of trust funds provided by the European Union, to assist in financing the Project, and the World Bank, acting in such capacity, has agreed to extend a grant to the Recipient for such purpose in the amount of eighteen million four hundred thousand Euros (€18,400,000), pursuant to this grant agreement between the Recipient and the World Bank ("EU Grant Agreement"); and

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

Article I
Standard Conditions; Definitions


1.2. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or Section II of the Appendix to this Agreement.

Article II
The Project

2.1. 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 the Project in accordance with the provisions of Article II of the Standard Conditions.

2.2. Without limitation upon the provisions of Section 2.1 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.

[Signatures]
Article III
The Grant

3.1. 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 eighteen million four hundred thousand euros (€18,400,000) ("Grant") to assist in financing the Project.

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

3.3. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donor. 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 donor 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

4.1. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental or corporate action.

(b) If the World Bank so requests, the condition of the Recipient, as represented or warranted to the World Bank at the date of this Agreement, has undergone no material adverse change after such date.

(c) The GPOBA Grant Agreement, dated the same date as this Agreement, between the Recipient and the World Bank, acting as Administrator of the Global Partnership on Output-based Aid, providing a grant in support of the Project, has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

4.2. 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.

4.3. 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 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

5.1. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its President and Chief Executive Officer.

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

LGU Guarantee Corporation
Unit 2801, 28th Floor, Antel Corporate Centre
121 Valero Street, Salcedo Village
Makati City, 1227, Philippines

Telex: (632) 7518764 to 68/845-3386
Facsimile: (632) 888-4217

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

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

Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at Manila, Republic of the Philippines, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as Administrator of the WB-EU Access to Sustainable Energy Project Trust Fund

By: ____________________________

Authorized Representative

Name: MARA K. WARWICK

Title: COUNTRY DIRECTOR

LGU GUARANTEE CORPORATION

By: ____________________________

Authorized Representative

Name: LYDIA N. ORIAL

Title: PRESIDENT/CEO
SCHEDULE 1

Project Description

The objective of the Project is to increase household access to solar powered electricity within select electric cooperative service areas.

The Project consists of the following parts:

Part 1: Photovoltaic ("PV") Mainstreaming of Solar Home Systems ("SHS")

(a) Support to the Recipient to manage the implementation of the PV mainstreaming of SHS; and

(b) Provision of PV Grants to selected Participating Organizations as a capital subsidy for distribution and installation of solar home systems and implementation of a program of PV mainstreaming.

Part 2: Rural Network Solar ("RNS")

Provision of RNS Grants to selected Participating Organizations as a capital subsidy for the development of grid-connected solar plants and implementation of an RNS program in remote rural and isolated islands/islets in the Philippines.

Part 3: Pre-Paid Metering ("PPM") Pilot

Provision and installation of approximately 1000 pre-paid electricity meters in a variety of consumer situations as a pilot program.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Project Management Office

1. The Recipient shall maintain, throughout implementation of the Project, a Project Management Office ("PMO") with a mandate, resources and staff in sufficient numbers and qualifications, satisfactory to the Bank.

2. The Recipient shall be responsible for verifying, and shall verify, in accordance with the procedures set forth in the Project Operations Manual, the satisfactory completion of Sub-Projects under the Project, including installation and operation of SHS and RNS under Parts 1 and 2 of the Project as well as installation of PPMs under Part 3 of the Project, all in accordance with technical standards set forth in the Participation Agreements, as a basis for disbursement requests by the PMO.

B. Project Operations Manual

1. The Recipient shall ensure that the Project is carried out in accordance with the Project Operations Manual, Financial Management Manual and the Procurement Manual, all satisfactory to the World Bank.

2. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived, the Project Operations Manual, Financial Management Manual or the Procurement Manual and any provision thereof.

3. In the event of a conflict between the provisions of the Project Operations Manual, Financial Management Manual or the Procurement Manual and those of this Agreement, the latter shall govern.

C. Sub-projects under Parts 1 and 2 of the Project

1. For the purpose of carrying out Parts 1 and 2 of the Project, the Recipient shall select Participating Organizations to receive PV Grants and RNS Grants, respectively, in accordance with procedures acceptable to the World Bank and outlined in the Project Operations Manual.

2. Except as the World Bank shall otherwise agree, the Recipient shall ensure that Sub-Projects are promoted, identified, appraised, approved, carried out and monitored in accordance with the procedures and other provisions set forth or referred to in the Project Operations Manual and the Environment and Social Safeguards Framework ("ESSF").

3. To this end, the Recipient shall enter into Participation Agreements with each selected Participating Organization on terms and conditions satisfactory to the World Bank, and shall obtain rights adequate to protect its interests and those of the World Bank, including: (i) the right to suspend or terminate the right of the Participating Organization to receive a PV Grant or RNS Grant; and (ii) require each Participating Organization to: (A) carry out its Sub-Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental
and social standards and practices satisfactory to the World Bank, in accordance with the applicable provisions of the Project Operations Manual and the ESSF; (B) maintain adequate procedures to enable it to monitor and evaluate the progress of the Sub-project against the indicators for such achievement set out in the Project Operations Manual; (C) enable the Recipient and the World Bank to inspect the Sub-project, its operation and any relevant records and documents; and (D) prepare and furnish to the Recipient and the World Bank all information the Recipient or the World Bank shall reasonably request relating to the foregoing.

4. The Recipient shall exercise its rights under the Participation Agreements 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 any Participation Agreements or any of its provisions.

D. Safeguards

1. The Recipient shall carry out the Project, or cause it to be carried out in accordance with the ESSF.

2. Whenever a Safeguard Assessment and Plan shall be required for any proposed Project activity in accordance with the provisions of the ESSF, the Recipient shall ensure that: (a) prior to the commencement of such activity, such Safeguard Assessment and Plan is: (i) prepared in accordance with the provisions of the ESSF; (ii) furnished to the World Bank for review and no-objection; and (iii) thereafter adopted and disclosed as accepted by the World Bank, in a manner satisfactory to the World Bank; and (b) thereafter such measures are taken as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Assessment and Plan.

3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESSF or any of the Safeguard Assessments and Plans, unless the World Bank has provided its prior approval thereof in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.

4. In the event of any conflict between the provisions of the ESSF or any of the Safeguard Assessments and Plans, and the provisions of this Agreement, the provisions 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 “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 (“Anti-Corruption Guidelines”).

F. Donor Visibility and 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 Donor’s 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 Donor to visit any part of the Member Country’s territory for purposes related to the Project.
G. Annual Work and Financial Plans

1. The Recipient shall prepare and furnish to the World Bank for its approval, not later than July 1 of each year during the implementation of the Project, an annual work and financial plan for the Project, including a variance analysis of project funds, budget amounts for annual auditing, and indicative management fees, and information on the percentage of subsidies financed by the GPOBA Grant Agreement and Part I of this Grant Agreement of the Project, and shall ensure that the Project is implemented in accordance with the approved annual work and financial plans; provided, however, that in case of any conflict between the annual work and financial plans and the provisions of this Agreement, the provisions of this Agreement shall prevail.

2. The Recipient shall not make or allow to be made any change to the approved annual work and financial plan without prior approval in writing by the World Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

In addition and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

(a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient’s financial and narrative progress reports submitted to the World Bank; (iii) the Recipient’s financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient’s implementation documentation (including sub-agreements, procurement files, contracts, and purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the World Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donor.

B. 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 indicators acceptable to the World Bank. Each Project Report shall cover the period of one 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.
C. 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 semester, covering the six (6) month period, 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 fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods and 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 and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) Shopping; (b) Well-Established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (c) Direct Contracting; and (d) Community Participation Procedures which have been found acceptable to the World Bank.

**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 based on Consultants' Qualifications; (c) Single-source Selection of consulting firms; (d) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (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.

**E. Document Retention**

Notwithstanding the provisions of paragraphs 2(j) and 5 of Appendix 1 to the Procurement Guidelines, and paragraphs 2(k) and 5 of Appendix 1 to the Consultant Guidelines, the Recipient: (i) shall retain all documentation with respect to each contract as described in said paragraphs for at least seven years and six months after the Closing Date set forth in Section IV.B.2 of this Schedule; (ii) shall furnish such documentation to the World Bank at any time upon request; and (iii) hereby authorizes the World Bank to disclose such documentation to the Donor.

**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 Grant Allocated (expressed in Euro)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, Management Fees, and consultants' services under the Project</td>
<td>368,000</td>
<td>100% of the agreed share of the cost</td>
</tr>
<tr>
<td>(2) Grants under Part 1 and 2 of the Project</td>
<td>18,032,000</td>
<td>100% of the agreed share of the cost</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>18,400,000</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 July 31, 2019.
APPENDIX

Definitions

1. “Affected Persons” means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.

2. “Environmental and Social Safeguards Framework” and the acronym “ESSF” mean the Environmental and Social Safeguards Framework, acceptable to the World Bank, including a Resettlement Policy Framework and an Indigenous Peoples Planning Framework, disclosed in Infoshop on February 19, 2016, which sets forth the principles and procedures governing, inter alia: (i) screening for eligible activities under the Project; (ii) screening for potential safeguard issues, including the required actions to prepare safeguard documents, including, inter alia: Environmental Management Plans, Resettlement Action Plans and Indigenous Peoples Plans when required; (iii) and the environmental and social protection measures, if any, required to be undertaken in order to avoid or mitigate potential adverse environmental impacts; as said framework and any annexes or schedules to such framework may be revised from time to time with the prior written approval of the World Bank.

3. “Environmental Management Plan” and the acronym “EMP” means each plan, acceptable to the World Bank and prepared on the basis of the Environmental Management Framework, detailing the specific actions, measures and policies designed to address adverse environmental impacts and facilitate the achievement of the objectives of the Environmental Management Framework; as said plan and any annexes or schedules to such plan may be revised from time to time with the prior written approval of the World Bank.

4. “Financial Management Manual” means the manual prepared and adopted by the Recipient and dated April 15, 2016 setting out the necessary financial management arrangements for implementation of the Project, including details on internal controls.

5. “Indigenous Peoples Plan” means the indigenous peoples plan to be prepared by the Recipient, in accordance with the IPPF in the ESSF, pursuant to paragraph 2 of Section ID of Schedule 2 to this Agreement, setting forth, inter alia, a summary of the social assessment undertaken to determine whether indigenous people are present in the Project area, a summary of the results of the free, prior and informed consultation with the affected indigenous peoples’ communities, a framework for ensuring free, prior and informed consultation with the affected indigenous peoples’ communities, an action plan of measures to avoid, minimize, mitigate or compensate for adverse effects on affected indigenous peoples, cost estimates and financing, grievance mechanisms and mechanisms and benchmarks appropriate to the Project for monitoring, evaluating and reporting on the implementation of the IPPF.
6. "Indigenous Peoples Planning Framework" or its acronym "IPPF" means the Indigenous Peoples Planning Framework for the Project included in the ESSF, disclosed in Infoshop on February 19, 2016, which sets out: (i) the policies and procedures to ensure adequate consultations with, and the informed participation of, indigenous peoples who are affected by the Project, and (ii) the principles to be applied in the preparation of Indigenous Peoples Plans as may be required during implementation of the Project.

7. "Management Fees" means the reasonable expenditures directly attributable to the Project and incurred by the Recipient on account of staff salaries and benefits, Project related travel within the Republic of the Philippines and other travel related expenditures, program support costs and overheads, indirect costs and other direct costs related to the Project.

8. "Participating Organization" means a non-governmental organization, electric cooperative or other private enterprise qualifying under the rules of the Project Operations Manual for the type of transactions concerned, which participates in carrying out activities under Part 1 or Part 2 of the Project, and which has entered into a Participation Agreement (as this term is hereinafter defined) with the Recipient; and "Participating Organizations" means all said organizations.

9. "Participation Agreement" means any agreement entered into pursuant to the provisions of paragraph C.3 of Section I. of Schedule 2 to this Agreement, between the Recipient and a Participating Organization for the purpose of carrying out a Sub-project.

10. "Procurement Manual" means the manual prepared and adopted by the Recipient and dated April 13, 2016 setting out the necessary procurement management arrangements for implementation of the Project.

11. "Project Operations Manual" means the Recipient's manual, dated April 15, 2016, referred to in Section IB of Schedule 2 of this Agreement, containing detailed arrangements and procedures for carrying out the Project, including: (i) eligibility criteria of Participating Organizations to be selected for PV Grants, RNS Grants and the provision of pre-paid meters under Part 3 of the Project; (ii) details of the selection process; (iii) criteria for evaluating and verifying the results of each Part of the Project; (iv) procurement arrangements; (vi) financial management arrangements; (vi) environmental and social safeguards management; (vii) a grievance redress mechanism; and such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project, as such manual may be updated from time to time with the prior approval of the World Bank.

12. "PV Grant" means a grant made, or proposed to be made, at the request of the Recipient to a Participating Organization under Part 1 of the Project to carry out a Sub-project (as this term is hereinafter defined); and "PV Grants" means more than one such PV Grant.
13. "Resettlement Action Plan" means any plan to be prepared by the Recipient in accordance with the guidelines, procedures and forms included in the Resettlement Policy Framework in the ESSF pursuant to Section I.D of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the World Bank, containing a program of actions, measures and policies for compensation and resettlement of any Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms, as said plan may be modified from time to time with the prior written approval of the World Bank, and such term includes any annexes and schedules to such plan.

14. "Resettlement Policy Framework" means the Recipient’s framework included in the ESSF, disclosed in InfoShop on February 19, 2016, setting out the principles and procedures governing acquisition of rights to land, resettlement and compensation, as well as reporting and monitoring arrangements to ensure compliance with the said framework, as said framework may be modified from time to time with the prior written approval of the World Bank, and such term includes any schedules or annexes to such framework.

15. "RNS Grant" means a grant made, or proposed to be made, at the request of the Recipient to a Participating Organization under Part 2 of the Project to carry out a Sub-project (as this term is hereinafter defined); and "RNS Grants" means more than one such RNS Grant.

16. "Safeguard Assessment and Plan" means any Environmental Management Plan, Resettlement Action Plan or Indigenous Peoples Plan to be prepared by the Recipient under the Project, in accordance with the ESSF and the provisions of Section I.D of Schedule 2 to this Agreement, as said assessment and plan may be modified from time to time with the prior written approval of the World Bank, and such term includes any annexes and schedules to such assessment and plan; and "Safeguard Assessments and Plans" means, collectively, all such assessments and plans.

17. "Sub-project" means an activity financed, or proposed to be financed under Parts 1 and 2 of the Project, by the proceeds of a PV Grant or RNS Grant, respectively, which meets the eligibility criteria set forth in the Project Operations Manual; and "Sub-projects" means all said Sub-projects.