Loan Agreement
(Agricultural Productivity Program for Southern Africa Project)

between

REPUBLIC OF ANGOLA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
LOAN AGREEMENT

AGREEMENT dated April 12, 2019, between the REPUBLIC OF ANGOLA ("Borrower") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank").

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form 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 — LOAN

2.01. The Bank agrees to lend to the Borrower the amount of twenty-five million United States of America Dollars ($25,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.

2.06. The Payment Dates are January 15 and July 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out Respective Parts of the Project and cause
CCARDESA to carry out its Respective Parts of the Project in accordance with the Implementation Agreement, all in accordance with the provisions of Article V of the General Conditions and, Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Condition of Effectiveness consist of the following, namely, that the Borrower has prepared and adopted the Project Implementation Manual, in form and substance satisfactory to the Bank.

4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

4.03. For purposes of Section 9.05 (b) of the General Conditions, the date on which the obligations of the Borrower under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower’s Representative is its minister responsible for finance.

5.02. The Borrower’s Address is:

Ministério das Finanças
Largo da Mutamba
1235 Luanda, Angola

5.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank’s address is:

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

(b) the Bank’s Electronic Address is:

Telex: Facsimile:
248423(MCI) or 1-202-477-6391
64145(MCI)
AGREED as of the Signature Date.

REPUBLIC OF ANGOLA

By ______________________________________
Authorized Representative

Name: Augusto Arche Mangueira
Title: Minister of Finance
Date: April 12, 2019

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

By ______________________________________
Authorized Representative

Name: Elisabeth Huybens
Title: Country Director
Date: April 12, 2019
SCHEDULE 1

Project Description

The objective of the Project is to increase the availability of improved agricultural technologies in the Participating Countries in the SADC Region.

The Project consists of the following parts:

Part A: Technology Generation and Dissemination

1. Supporting technology generation and dissemination activities associated with the agricultural commodities targeted by the Project, including, but not limited to: (i) agricultural research and development of regional priorities and related community farming systems, including the carrying out of agricultural research and development Sub-projects; (ii) technology dissemination within and across the Participating Countries to enable scaling up of innovation; (iii) expansion of seed multiplication capacity of the Borrower to increase the availability of seeds for further scaling up of agricultural activities; and (iv) technology dissemination Sub-projects focused entirely on technology dissemination by extension services, including by outsourcing dissemination through civil society networks, private sector collaborators, and other stakeholders.

Part B: Strengthening the Institutional and Enabling Environment for Technology Adoption

1. Supporting activities to strengthen the core capacity of RCoLs, including, but not limited to: (i) upgrading of research infrastructure including physical infrastructure, farms, laboratories, office equipment, and information technology and knowledge management systems; (ii) upgrading of infrastructure for sanitary and phytosanitary (SPS) management and regulatory systems; (iii) improving RCoLs’ administration and performance management systems; (iv) developing human capital by providing scientific training at the post graduate level and upgrading agricultural research skills through short courses or targeted training; (v) strengthening seed production capacity, seed regulatory functions, and related public services; and (vi) improving national research regulatory system to facilitate NARS functionality and implementation of research and dissemination activities.

2. Supporting agricultural research and development policy analysis and dialogue, including, but not limited to: relevant analytical work, policy dialogue or policy harmonization activities in key areas that affect agricultural research and development at the national and regional levels, with a focus on analysis of relevant policies and regulations on intellectual property rights, operationalization of the SADC’s harmonized seed regulatory system, and implementation of relevant biosafety regulations.
Part C: Contingent Emergency Response

Providing immediate response to an Eligible Crisis or Emergency, as needed.

Part D: Project management, monitoring and evaluation, and Regional Coordination

1. Supporting national level research coordination and management, including, but not limited to: relevant capacity building activities related to Project planning, implementation, management, monitoring and evaluation, safeguards compliance, and regional engagement.

2. Supporting implementation of the regional M&E framework including, but not limited to: setting up a joint Management Information System (MIS) between countries implementing the APPSA, and independent evaluations at regular intervals including at mid-term and prior to project closing.

3. Supporting regional facilitation by CCARDESA, including, but not limited to: (i) planning, monitoring and evaluation activities related to regional collaboration; (ii) regional exchange of information, knowledge and technologies; (iii) relevant technical assistance and capacity building for regional facilitation; and (iv) facilitating the development of agricultural research and development projects, including related peer reviews and quality control.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. At the national level, the Borrower shall ensure that the Project is carried out in accordance with the following arrangements:

   (a) The Borrower shall not later than three (3) months after the Effective Date, establish and thereafter maintain the Project Steering Committee (PSC) with a mandate, resources and terms of reference satisfactory to the Bank. The PSC shall be responsible for providing guidance and oversight and policy guidance, in accordance with the Project Implementation Manual.

   (b) The Borrower shall:

      (i) establish and maintain the Project Implementation Unit Team (PIU Team) within Instituto de Investigação Agronómica under the Project Implementation Unit for the Smallholders Agricultural Development and Commercialization Project (SADCP PIU). Said PIU Team with a mandate, terms of reference and resources, satisfactory to the Bank. To this end, the PIU Team and SADCP PIU will closely collaborate with the Project Implementation Unit of Commercial Agriculture Development Project (CADP PIU) to ensure effective communication and implementation of the Project, and the related Agriculture sector Projects.

      (ii) not later than two (2) months after the Effective Date appoint to the PIU Team adequate staff, including PIU Team a Project coordinator, a financial management specialist, a procurement specialist, a monitoring and evaluation specialist, a communication specialist, and a social and environmental safeguards specialist, all in accordance with provisions of the Procurement Regulations.

   (c) Without limitation to the provisions of subparagraph 1(b) immediately above: (i) the PIU shall be located in Luanda, and shall be responsible for, inter alia, day-to-day management and implementation of the Project, monitoring, reporting, evaluation and communication, overall coordination of Project activities, preparation of the Annual Work Plans and Budget, fiduciary aspects (i.e., financial management and procurement, and environmental and social aspects; (ii) ensuring effective
communication and implementation of the Project); and (iii) the Borrower shall ensure that the PIU is, at all times during Project implementation, headed by a Project executive coordinator and staffed with a senior financial management specialist, a procurement and contract management specialist, a monitoring and evaluation specialist, a communication specialist, and an environmental and social safeguards specialist, all with terms of reference, qualifications and experience, acceptable to the Bank, except as the Borrower and the Bank may otherwise agree in writing, the Borrower shall not introduce changes in the number of positions of the PIU Team staff, or the professional skills required for such positions.

(d) The Borrower shall, not later than three (3) after the Effective Date, establish, and thereafter maintain Regional Center for Leadership (RCoL) for cassava, with a mandate, terms of reference and resources, satisfactory to the Bank, including adequate staff with qualifications, experience, and terms of reference, satisfactory to the Bank.

(e) Without limitation upon the provisions of subparagraph (d) immediately above, the RCoL shall be responsible for coordinating with the external agricultural stakeholders, including extension services, private sector/cassava value chain stakeholders, CGIAR institutions, and academia and other research organizations as well as providing regional coordination for research and development and collaborate with other APPSA countries including Lesotho, Malawi, Mozambique and Zambia.

2. At the regional level, the Borrower shall ensure that CCARDESA carries out its Respective Parts of the Project in accordance with the provisions of the Implementation Agreement to be entered into between the Borrower and CCARDESA as set out in Section I.B.1 of this Schedule.

B. Implementation Agreement

1. To facilitate the carrying out of CCARDESA’s Respective Parts of the Project, the Borrower shall make part of the proceeds of the Financing allocated from time to time to Category (2) of the table set forth in Section III.A of this Schedule available to CCARDESA on a grant basis under an implementation agreement between the Borrower and CCARDESA, under terms and conditions approved by the Bank (“Implementation Agreement”).

2. The Borrower shall exercise its rights under the Implementation Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Financing. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Implementation Agreement or any of its provisions.
C. **Sub-projects**

1. The Borrower shall make each Sub-financing to each Sub-project Beneficiary and approve and appraise Sub-projects, all in accordance with eligibility criteria and procedures acceptable to the Bank set out in the Project Implementation Manual.

2. The Borrower shall make each Sub-financing under a Sub-financing Agreement with the respective Beneficiary on terms and conditions approved by the Bank, which shall include the Borrower’s rights adequate to protect its interests and those of the Bank, including the right to:

   (i) suspend or terminate the right of the Sub-project Beneficiary to use the proceeds of the Sub-financing, or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon the Sub-project Beneficiary’s failure to perform any of its obligations under the Sub-financing Agreement; and

   (ii) require each Sub-project Beneficiary 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 Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of proceeds of the Financing other than the Borrower; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Sub-financing in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Sub-project and the achievement of its objectives; (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (2) at the Bank’s or the Borrower’s request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank; (F) enable the Borrower and the Bank to inspect the Sub-project, its operation and any relevant records and documents; and (G) prepare and furnish to the Borrower and the Bank all such information as the Borrower or the Bank shall reasonably request relating to the foregoing.

3. The Borrower shall exercise its rights under each Sub-financing Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Financing. Except as the Bank shall otherwise agree, the
Borrower shall not assign, amend, abrogate or waive any Sub-financing Agreement or any of its provisions.

D. Environmental and Social Safeguards

1. The Borrower shall ensure that:

(a) the Project is carried out with due regard to appropriate health, safety, social, and environmental practices and standards, and in accordance with the Safeguards Instruments;

(b) for each activity (including Sub-projects) under the Project for which the ESMF and the RPF, the PMP provide for the preparation of an ESIA, and/or ESMP, and a RAP:

(i) proceed to have such ESIA, and/or ESMP and Subproject RAP as appropriate: (A) prepared and disclosed in accordance with the ESMF and the RPF, respectively; (B) consulted upon adequately with people affected by the Project as per the ESMF and RPF, and submitted to the Bank for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and

(ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, and/or ESMP and RAP in a manner satisfactory to the Bank.

(c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Bank. To this end, the Borrower shall ensure that:

(i) funds are made available to cover all the costs of implementing the RAPs;

(ii) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with resettlement assistance in accordance with the RAPs, as applicable; and

(iii) the implementation, monitoring and evaluation of such RAPs is completed and reported in a manner satisfactory to the Bank.

(d) For each activity (including Sub-project) under the Project for which the IPPF provides for the preparation of an Indigenous Peoples Plan, the Borrower shall: (a) prior to the carrying out of any said activity, prepare and/or cause to be prepared and furnish to the Bank, an Indigenous Peoples’ Plan, in accordance with the IPPF and satisfactory to the Bank;
and (b) thereafter, adopt and implement, and/or cause to be adopted and implemented, said Indigenous Peoples’ Plan in accordance with its terms and in a manner satisfactory to the Bank.

2. Except as the Bank shall otherwise agree in writing, the Borrower shall ensure, and cause to ensure, that none of the provisions of the Safeguard Instruments be abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall, take all measures necessary on its part to regularly collect, compile, and submit to the Bank, and promptly in a separate report whenever the Bank may require, information on the status of compliance with the Safeguards Instruments. Such information shall include: (i) measures taken in furtherance of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and (iii) remedial measures taken or required to be taken to address such conditions.

E. Project Implementation Manual

1. The Borrower shall: (i) take all actions required to carry out its Respective Parts of the Project in accordance with the provisions and requirements set forth in the Project Implementation Manual; and (ii) not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the Bank’s prior written agreement.

2. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

F. Annual Work Plan and Budget (AWP&B)

1. The Borrower shall:

   (a) prepare a draft AWP&B based on a regional research framework to be developed in collaboration with CCARDESA for each calendar year, setting forth, inter alia: (i) a detailed description of planned Project activities to be carried out for the following calendar year; (ii) the sources and uses of funds therefor; and (iii) responsibility for execution of said Project activities;

   (b) not later than October 31 of each calendar year, furnish to the Bank for its comments and approval, the draft AWP&B and, promptly thereafter,
finalize the AWP&B taking into account the Bank’s views and recommendations thereon; and

(c) immediately thereafter implement the AWP&B in the form approved by the Bank.

G. Contingent Emergency Response

In order to ensure the proper implementation of Part C of the Project ("Contingent Emergency Response") ("CERC Part"), the Borrower shall take the following measures,

1. The Borrower shall:

(a) prepare and furnish to the Bank for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (ii) financial management arrangements for the CERC Part; (iii) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (iv) documentation required for withdrawals of Emergency Expenditures; (v) environmental and social safeguard management frameworks for the CERC Part, consistent with the Bank’s policies on the matter; and (vi) any other arrangements necessary to ensure proper implementation of the CERC Part;

(b) afford the Bank a reasonable opportunity to review said proposed operations manual;

(c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Bank ("CERC Operations Manual");

(d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Bank.

2. The Borrower shall undertake no activities under the CERC Part unless and until the following conditions have been met in respect of said activities:

(a) the Borrower has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in
the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Bank has agreed with such determination, accepted said request and notified the Borrower thereof;

(b) the Borrower has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Bank has approved all such instruments, and the Borrower has implemented any actions which are required to be taken under said instruments.

3. **Procurement of Emergency Expenditures under the CERC Part**

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for the CERC Part of the Project shall be procured in accordance with the procurement methods and procedures set forth in the CERC Operations Manual.

Section II. **Project Monitoring Reporting and Evaluation**

The Borrower shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. **Withdrawal of Loan Proceeds**

A. **General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services,</td>
<td>23,687,500</td>
<td>100%</td>
</tr>
<tr>
<td>Training, Operating Costs, and Sub-financings for the Borrower’s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respective Parts of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Goods, consultants’ services, Training and Operating Costs for</td>
<td>1,250,000</td>
<td>Amount payable pursuant to Section 2.07 (a) of the General</td>
</tr>
<tr>
<td>CCARDESA’s Respective Parts of the Project</td>
<td></td>
<td>Conditions</td>
</tr>
<tr>
<td>(3) Emergency Expenditures under Part C of the Project</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(4) Front-end Fee</td>
<td>62,500</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>(5) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 4.05 (c) of the General</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>25,000,000</td>
<td></td>
</tr>
</tbody>
</table>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

   (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed $1,000,000, may be made for payments made prior to this date but on or after January 1, 2018, for Eligible Expenditures under Category (1); or

   (b) under Category (2), unless: (i) the Implementation Agreement, acceptable to the Bank, has been duly executed on behalf of the Borrower and CCARDESA; and (ii) the Bank has received a legal opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank, showing that
the Implementation Agreement has been duly authorized, executed and
delivered on behalf of the Borrower and CCARDESA and is legally
binding upon the Borrower and CCARDESA in accordance with its terms;
or

(c) under Category (3) for Emergency Expenditures under Part C of the
Project, unless the Bank is satisfied, and has notified the Borrower of its
satisfaction, that all of the following conditions have been met in respect
of said activities:

(i) the Borrower has determined that an Eligible Crisis or Emergency
has occurred, has furnished to the Bank a request to include said
activities in the CERC Part in order to respond to said Eligible
Crisis or Emergency, and the Bank has agreed with such
determination, accepted said request and notified the Borrower
thereof;

(ii) the Borrower has prepared and disclosed all safeguards
instruments required for said activities, and the Borrower has
implemented any actions which are required to be taken under said
instruments, all in accordance with the provisions of Section I.G
of Schedule 2 to this Agreement; and

(iii) the Borrower has adopted a CERC Operations Manual in form,
substance and manner acceptable to the Bank and the provisions

2. The Closing Date is January 31, 2025.
SCHEDULE 3
Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

**Level Principal Repayments**

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each January 15 and July 15</td>
<td></td>
</tr>
<tr>
<td>Beginning January 15, 2024</td>
<td>3.33%</td>
</tr>
<tr>
<td>through January 15, 2038</td>
<td></td>
</tr>
<tr>
<td>On July 15, 2038</td>
<td>3.43%</td>
</tr>
</tbody>
</table>
APPENDIX

Definitions

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

2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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 and as of July 1, 2016.

3. “CCARDESA” means the Centre for Coordination of Agricultural Research and Development for Southern Africa, a sub-regional organization aimed to lead collaboration in agricultural research and development among Southern African countries.

4. “CCARDESA Financing Agreement” means the Financing Agreement of even date entered into between the Bank and CCARDESA for financing CCARDESA’s Respective Parts of the Project.

5. “CCARDESA’s Legislation” means CCARDESA’s charter dated November 5, 2010, pursuant to which CCARDESA has been established and is operating.

6. “CADP PIU” means the project implementation unit for the Bank-financed Commercial Agriculture Development Project (Loan Number 8866-AO)

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

8. “Contingent Emergency Response Component Operations Manual” and “CERC Operations Manual” each means the operations manual referred to in Section I.G of this Agreement, to be adopted by the Borrower for the CERC Part of the Project in accordance with the provisions of said Section.

9. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.
10. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Operations Manual in accordance with the provisions of Section I.G of Schedule 2 to this Agreement and required for the activities included in the CERC Part of the Project.

11. “Environmental and Social Management Framework” or “ESMF” means the framework dated July 2018, prepared by the Borrower, satisfactory to the Bank, and disclosed on the Bank’s website on July 24, 2018, and by the Borrower on July 20, 2018, said framework setting out the principles, rules, guidelines and procedures to screen and assess the environmental and social impacts (including health and safety issues) of the Project (including Sub-project) activities which will be identified and appraised during Project implementation, and containing measures and plans to avoid, minimize, mitigate and/or offset adverse impacts and/or reduce said adverse impacts to acceptable levels, and enhance positive impacts, provisions for estimating and budgeting the costs of such measures, and information on the agency or agencies responsible for addressing project impacts, as said instrument may be amended from time to time with the Bank’s prior written agreement.

12. “ESMP” means the instrument to be prepared for any Project activity (including Sub-project) in accordance with the procedures and requirements under the ESMF, satisfactory to the Bank, which details: (a) the measures to be taken during the implementation and operation of the Subproject to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as said instrument may be amended from time to time with the Bank’s prior written agreement and “ESMPs” means, collectively, all such ESMPs.


14. “Implementation Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Borrower shall make part of the proceeds of the Financing available to CCARDESA.

15. “Indigenous Peoples Planning Framework” or “IPPF” means the framework dated July 2018, prepared and adopted by the Borrower, satisfactory to the Bank, and disclosed on the Bank’s website on August 29, 2018, and the Borrower on August 28, 2018, which sets out the principles, organizational arrangements (including consultation, budget and disclosure), and design criteria to be applied to Project and Subproject activities which affect indigenous peoples, as such framework may be amended from time to time with the prior written agreement of the Bank.
16. “Instituto de Investigação Agronômica” or “IIA” means the recipients institute of agricultural research within the Ministry of Agriculture and Forestry.

17. “Operating Costs” means the incremental costs incurred by the Borrower and CCARDESA, approved by the Bank on the basis of the respective Annual Work Plans and Budgets, said cost arising under Project implementation, management, and monitoring, including office supplies and consumables; communication costs; operation and maintenance of office vehicles; per diem and travel costs for Project staff; reasonable bank charges; allowances and salaries of contractual staff but excluding the salaries of the Borrower’s civil servants.

18. “Participating Countries” means, collectively, the Borrower, Republic of Mozambique, Republic of Malawi, Republic of Zambia, Kingdom of Lesotho and “Participating Country” means individually each and any of the Participating Countries.

19. “Pest Management Plan” means the integrated pest management plan dated May 2018, prepared by the Borrower, satisfactory to the Bank, and disclosed on the Bank’s website on July 24, 2018, and by the Borrower on July 20, 2018, as said instrument may be updated from time to time with the prior written agreement of the Bank.


21. “Project Implementation Manual” means the manual referred to in Section 4.01 of this Agreement, and in paragraph E.1 of Schedule 2 to this Agreement, including, inter alia, financial management and procurement policies and procedures and implementation arrangements, as the same may be revised from time to time with the prior approval of the Bank.

22. “Project Implementation Unit Team” or “PIU Team” means the unit referred to in Section I.A.1(b) of Schedule 2 to this Agreement, and established within IIA with the responsibility for project management and implementation.

23. “Project Steering Committee” means the committee referred to in Section I.A.1(a) of Schedule 2 to this Agreement.

24. “RCoL” means the Regional Center of Leadership established in the Borrower’s territory serving as a leadership center for cassava and cassava-based farming systems.

25. “Resettlement Policy Framework” or “RPF” means the framework dated August 2018, prepared and adopted by the Borrower, satisfactory to the Bank, and
disclosed on the Bank’s website on August 22, 2018, and by the Borrower on August 21, 2018, which sets out the resettlement principles, organizational arrangements (including consultation and budget), and design criteria to be applied to resettlement related Project (including Subproject) activities to be prepared during Project implementation, as such framework may be amended from time to time with the prior written agreement of the Bank.

26. “Respective Parts of the Project” means in the case of the Borrower, Parts A, B, C and D.1 of the Project, and in the case of CCARDESA, Parts D.2 and D.3 of the Project.

27. “SADC” means the Southern African Development Community whose member countries cooperate by its treaty which was adopted on August 17, 1992, in Namibia to achieve regional integration and eradicate poverty in the Southern Africa region.


29. “Safeguard Instruments” means collectively, the ESIA, the ESMF, any ESMP, the IPPF, the IPP, the Pest Management Plan, the RPF, and any RAP, and “Safeguard Instrument” means any of such Safeguards Instruments.

30. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.

31. “Sub-financing” means a grant made by the Borrower to a Sub-project Beneficiary out of the proceeds of the Loan for the financing and carrying out of a Sub-project pursuant to the provisions of the Project Implementation Manual; and the term “Sub-financings” means, collectively, all such Sub-financings.

32. “Sub-Financing Agreement” means the agreement referred to in paragraph C.2 of Section I of Schedule 2 to this Agreement.

33. “Sub-project” means an agricultural research and development project under Part A of the Project, meeting the selection criteria set out in the Project Implementation Manual, to be carried out by a Sub-project Beneficiary, all in accordance with the provisions of the Project Implementation Manual; and the term “Sub-projects” means, collectively, all such Sub-projects.

34. “Sub-project Beneficiary” means an agricultural research institution or university, or such other organizations, as may be agreed to from time to time between the Borrower and the Bank, established and operating pursuant to the relevant laws of
the Borrower and eligible to carry out a Sub-project pursuant to the Project Implementation Manual; and the term "Sub-project Beneficiaries" means, collectively, all such Sub-project Beneficiaries.

35. "Training" means expenditures incurred by the Borrower and CCARDESA to finance the costs directly related to, and under the Project of training fees, training materials, travel, accommodations, and per diem.