Financing Agreement
(Housing Finance Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA ("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) 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 — FINANCING

2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Non-concessional Financing for purposes of the General Conditions, in the amount of one hundred twenty-nine million six hundred thousand Euros (€129,600,000), as such amount may be converted from time to time through a Currency Conversion ("Credit"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

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

2.03. The Front-end Fee is one quarter of one percent (¼ of 1%) of the Credit amount.

2.04. The Commitment Charge is one-quarter of one percent (¼ of 1%) per annum on the Unwithdrawn Credit Balance.

2.05. The Interest Charge is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.09(e) of the General Conditions.

2.06. The Payment Dates are April 15 and October 15 in each year.

2.07. The principal amount of the Credit shall be repaid in accordance with Schedule 3 to this Agreement.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall:

(i) cause the BRD to carry out Part 1.1 and 2 of the Project;

(ii) carry out part 1.2.(i) of the Project through its Ministry of Finance; and

(iii) cause the RMRC to carry out Part 1.2.(ii) of the Project, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Events of Suspension consists of the following, namely any action has been taken for the dissolution, disestablishment or suspension of operation (including cancellation of license to operate as a Financial Institution and/or issue bonds) of the BRD and/or the RMRC.

4.02. The Additional Events of Acceleration consist of the following, namely the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consists of the following:

(a) the BRD Subsidiary Agreement has been executed on behalf of the Recipient and the BRD and all conditions precedent to its effectiveness, except for the effectiveness of this Agreement, shall have been met; and

(b) the adoption by the Recipient and BRD of a Project Implementation Manual in form and substance satisfactory to the Association.

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

5.03. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its minister responsible for finance.

6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient’s address is:

Ministry of Finance and Economic Planning
P. O. Box 158
Kigali
Rwanda; and

(b) the Recipient’s Electronic Address is:

Facsimile: E-mail:
250-25257-75-81 mfin@minecofin.gov.rw

6.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association’s address is:

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

(b) the Association’s Electronic Address is:

Telex: Facsimile: E-mail:
248423 (MCI) 1-202-477-6391 yelgammal@worldbank.org
AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

[Signature]

Minister

12/12/2018

[Signature]

Country Manager

December 12, 2018
SCHEDULE 1

Project Description

The objective of the Project is to expand access to housing finance to households and to support capital market development in Rwanda.

The Project consists of the following parts:

Part 1: Provision of Long-Term Finance to Expand Housing Finance

1.1. Provision of financing by the Recipient to BRD in the form of long-term debt to be utilized as a line of credit for providing Mortgage Refinancing to Participating Financial Institutions.

1.2. Provision of: (i) Equity and/or Subordinated Debt by the Recipient to support the establishment and capitalization of the Rwanda Mortgage Refinancing Company (RMRC); and/or (ii) long-term debt by the Recipient to support the operationalization of the RMRC through a line of credit for providing Mortgage Refinancing to Participating Financial Institutions.

Part 2: Technical Assistance and Implementation Support

Strengthen the enabling environment to support the supply of affordable housing and financing through housing demand side capacity building and technical assistance for supply side reform, including for, inter alia: a review of the existing incentive framework (land, infrastructure, fiscal, and other financial incentives), including a rapid assessment of the affordable housing pilots; rental market study; support for the development of a PPP framework for housing development; capacity building for financial institutions and intermediaries to enable them access long-term finance for housing under the project; feasibility study and business plan for the proposed RMRC; and a review and update of pertinent legal and regulatory frameworks on condominium and mortgage lending issues and a regulatory and supervisory framework for the proposed RMRC.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Single Project Implementation Unit – BRD

1. The Recipient shall: (a) maintain, within BRD, the Single Project Implementation Unit (BRD-SPIU) throughout Project implementation, one financial management specialist and one accountant and other fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the BRD-SPIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Manual.

2. The BRD-SPIU shall be responsible for overall Project coordination, and day-to-day management and implementation of Part 1.1 and 2 of the Project, including financial management, procurement, supervision, and monitoring and evaluation.

Project Steering Committee (PSC)

3. Not later than three (3) months after the Effective Date, the Recipient shall establish, and thereafter maintain, throughout Project implementation, the PSC, with composition and mandate acceptable to the Bank, which shall be headed by high level representatives of MINECOFIN and include, inter alia, high level representatives of MININFRA, RHA, CoK, and other entities, as further detailed in the PIM. The PSC shall be responsible for coordinating, including at the inter-ministerial level, and providing overall strategic guidance for Project implementation.

RMRC

4. Upon the RMRC’s financial and operational viability, market conditions, regulatory framework and institutional set-up are deemed adequate by the Recipient and the Association, the Recipient shall ensure that the RMRC, established in accordance with the provisions in Section III.B.1(c) of this Schedule, is maintained, throughout Project implementation, with a structure, functions, responsibilities, and staffing acceptable to the Association, and in accordance with the Financial Sector Laws.

5. Upon the establishment of the RMRC, the Recipient may allocate part of the undisbursed funds under category (1) to category (2) to be used for the provision
of Equity and/or Subordinated Debt to the RMRC to support its establishment and capitalization as defined under Part 1.2.(i) and/or to category (3) to be used for the line of credit to managed by the RMRC for Mortgage Refinancing under Part 1.2.(ii).

B. Project Implementation Manual (PIM)

1. The Recipient shall cause BRD and/or the RMRC, once established in a manner satisfactory to the Recipient and Association, to carry out the Project in accordance with the requirements set forth in the PIM, which shall contain detailed guidelines, methods and procedures for the implementation of the Project, including: (i) administration and coordination; (ii) budget and budgetary control; (iii) disbursement procedures and banking arrangements; (iv) financial, procurement and accounting procedures; (v) internal control procedures; (vi) accounting system and transaction records; (vii) reporting requirements; (viii) audit arrangements; (ix) corruption and fraud mitigation measures; (x) eligibility criteria for the selection of PFIs that can benefit from the BRD and/or RMRC lines of credit; (xi) template of the participation agreement with PFIs; (xii) investment policy of the RMRC, if applicable; and (xiii) such other arrangements and procedures as shall be required for the effective implementation of the Project.

2. The Recipient shall ensure that the PIM is not assigned, amended, abrogated or waived without the prior written approval of the Association.

3. In case of any conflict between the terms of the PIM and those of this Agreement, the terms of this Agreement shall prevail.

C. Shareholder Agreement and Subordinated Loan Agreement with RMRC

Upon the establishment of the RMRC, in a manner satisfactory to the Recipient and Association, the Recipient shall use the proceeds of the Financing allocated to Category (1) to provide Equity and/or Subordinated Debt for purposes of Part 1.2.(i) of the Project.

D. Subsidiary Agreement with RMRC

1. Upon the establishment of the RMRC in a manner satisfactory to the Recipient and Association, and in order to facilitate the carrying out of Part 1.2.(ii) of the Project, the Recipient shall make part of the Financing proceeds ("RMRC Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the RMRC under a subsidiary agreement ("RMRC Subsidiary Agreement") to be entered into between the Recipient and the RMRC, under terms and conditions approved by the Association, which shall include the following:
(a) The financial terms and conditions of the RMRC Subsidiary Financing, including charged interest and repayment period, as further defined in the PIM;

(b) the obligation of the RMRC to use the proceeds of the RMRC Subsidiary Financing for purposes of providing a line of credit to eligible PFIs for Mortgage Refinancing. To that end, the RMRC shall appraise and select PFIs in accordance with the procedure and criteria in the PIM and enter into a participation agreement with the selected PFI, under terms and conditions satisfactory to the Association and as further set out in the PIM;

(c) the obligation of the RMRC to carry out Part 1.2.(ii) of the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required for Part 1.2.(ii) of the Project;

(d) the obligation of the RMRC to: (i) exchange views with the Recipient, and the Association with regard to the progress of Part 1.2.(ii) of the Project, and the performance of its obligations under the RMRC Subsidiary Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Part 1.2 of the Project;

(e) the obligation of the RMRC to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 1.2.(ii) of the Project;

(f) the obligation of the RMRC to carry out Part 1.2.(ii) of the Project in accordance with the PIM;

(g) the obligation of the RMRC to carry out Part 1.2.(ii) of the Project in compliance with the Anti-Corruption Guidelines;

(h) the obligation of the RMRC to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to Part 1.2.(ii) of the Project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and
(i) the right of the Recipient to take remedial actions against the RMRC, in case the RMRC shall have failed to comply with any of its obligations under the RMRC Subsidiary Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the RMRC Subsidiary Financing transferred to the RMRC pursuant to the RMRC Subsidiary Agreement (as the case may be).

2. The Recipient shall exercise its rights under the RMRC Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the RMRC Subsidiary Agreement or any of its provisions.

E. Subsidiary Agreement with BRD

1. In order to facilitate the carrying out of Parts 1.1 and 2 of the Project, the Recipient shall make the proceeds of the Financing allocated to Categories (1) and (4) ("BRD Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the BRD under a subsidiary agreement ("BRD Subsidiary Agreement") to be entered into between the Recipient and the BRD, under terms and conditions approved by the Association, which shall include the following:

   (a) financial terms and conditions of the BRD Subsidiary Financing, including charged interest and repayment period, as further defined in the PIM;

   (b) the obligation of the BRD to use the proceeds of the BRD Subsidiary Financing for purposes of providing a line of credit to eligible PFIs for Mortgage Refinancing. To that end, the BRD shall appraise and select PFIs in accordance with the procedure and criteria in the PIM and enter into a framework agreement with the selected PFI, under terms and conditions satisfactory to the Association and as further set out in the PIM;

   (c) the obligation of the BRD to carry out Parts 1.1 and 2 of the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required for Part 1.1 of the Project;

   (d) the obligation of the BRD to: (i) exchange views with the Recipient, and the Association with regard to the progress of Parts 1.1 and 2 of the Project, and the performance of its obligations under the BRD Subsidiary Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Parts 1.1 and 2 of the Project;
(e) the obligation of the BRD to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Parts 1.1 and 2 of the Project;

(f) the obligation of the BRD to carry out Parts 1.1 and 2 of the Project in accordance with the PIM;

(g) the obligation of the BRD to carry out Parts 1.1 and 2 of the Project in compliance with the Anti-Corruption Guidelines;

(h) the obligation of the BRD to carry out Part 2 of the Project in accordance with the Procurement Regulations;

(i) the obligation of the BRD to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to Parts 1.1 and 2 of the Project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and

(j) the right of the Recipient to take remedial actions against the BRD, in case the BRD shall have failed to comply with any of its obligations under the BRD Subsidiary Agreement, which actions may include, inter alia, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the BRD Subsidiary Financing transferred to the BRD pursuant to the BRD Subsidiary Agreement (as the case may be).

2. The Recipient shall exercise its rights under the BRD Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the BRD Subsidiary Agreement or any of its provisions.

F. Grievance and Feedback Mechanism for Part 1 of the Project

The Recipient shall, and shall cause the BRD and RMRC, once the RMRC is established in a manner satisfactory to the Recipient and Association, to maintain, throughout Project implementation, and publicize the availability of a grievance redress and mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to Part 1 of the Project, and take all measures
necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

G. Participating Agreements

1. In order to implement the lines of credit under Part 1.1 and 1.2.(ii) of the Project, the Recipient shall ensure that BRD and/or the RMRC shall: (a) enter into Participating Agreements with Participating Financial Institutions ("Participating Agreements"), as the case may be, on terms and conditions acceptable to the Association, which shall include terms and conditions set forth in the PIM to make the proceeds of the Subsidiary Financing available to said PFIs; and (b) except as the Association shall otherwise agree, not assign, amend, abrogate or waive any such Participating Agreements.

2. The Recipient shall take all measures in its powers to ensure that the BRD and/or the RMRC shall exercise its rights under the Participating Agreements in such manner as to protect its interests and the interests of the Association in order to accomplish the purposes of the Financing. The BRD and/or the RMRC shall not assign, amend, abrogate or waive the Participating Agreements without the prior written approval of the Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than 45 days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of the Proceeds of the Financing

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 Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures 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 Credit Allocated (expressed in EURO)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) BRD Mortgage Refinancing under Part 1.1 of the Project</td>
<td>126,900,000</td>
<td>100% in form of the BRD Mortgage Refinancing until EURO 86.4mn has been disbursed; 75% of amounts so paid until an additional EURO 21.6mn has been disbursed; and 50% of amounts so paid thereafter</td>
</tr>
<tr>
<td>(2) RMRC Mortgage Refinancing under Part 1.2.(ii) of the Project</td>
<td>0</td>
<td>100% in form of the RMRC Mortgage Refinancing until EURO 86.4mn has been disbursed; 75% of amounts so paid until an additional EURO 21.6mn has been disbursed; and 50% of amounts so paid thereafter</td>
</tr>
<tr>
<td>(3) Equity and Subordinated Debt to the RMRC under Part 1.2.(i) of the Project</td>
<td>0</td>
<td>100% in form of Equity up to a maximum amount of EURO 8.64mn 100% in form of Subordinated Debt up to a maximum amount of EURO 43.2mn</td>
</tr>
<tr>
<td>(4) Goods, consulting services, non-consulting services, Incremental Operating Costs and Training under Part 2 of the Project</td>
<td>2,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>129,600,000</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; and

   (b) under Category 1 and Category 4 unless and until: (i) the BRD-SPIU has been established and adequately resourced and staffed in accordance with
the provisions of the PIM; and (ii) a participation agreement is executed between the BRD and a PFI, under terms and conditions satisfactory to the Association and in accordance with the provisions in the PIM.

(c) under Category 2 unless and until: (i) a subsidiary agreement between the Recipient and the RMRC has been executed, under terms and conditions satisfactory to the Association, and in accordance with Section I.A.4 of Schedule 2 to this Agreement; (ii) the conditions in subparagraph (d) below have been satisfied; and (iii) a participation agreement is executed between the RMRC and a PFI, under terms and conditions satisfactory to the Association and in accordance with the provisions in the PIM.

(d) under Category 3 for Equity unless and until: (i) the RMRC has been duly established and licensed to operate as a financial institution and issue bonds, in a manner acceptable to the Association, and in accordance with the Financial Sector Laws; (ii) the RMRC adopts the PIM, in form and substance satisfactory to the Association; (iii) corporate governance instruments and internal controls of RMRC are adopted by the RMRC in form and substance satisfactory to the Association; (iv) an external auditor is appointed with qualifications, experience and terms of reference satisfactory to the Association; and (v) a shareholder agreement between the Recipient and the RMRC has been executed, under terms and conditions satisfactory to the Association.

(e) under Category 3 for Subordinated Debt unless and until: (i) the RMRC has been duly established and licensed to operate as a financial institution and issue bonds, in a manner acceptable to the Association, and in accordance with the Financial Sector Laws; (ii) the RMRC adopts the PIM, in form and substance satisfactory to the Association; (iii) corporate governance instruments and internal controls of RMRC are adopted by the RMRC in form and substance satisfactory to the Association; (iv) an external auditor is appointed with qualifications, experience and terms of reference satisfactory to the Association; and (v) a subordinated loan agreement between the Recipient and the RMRC has been executed, under terms and conditions satisfactory to the Association.

2. The Closing Date is December 31, 2023.
SCHEDULE 3

Disbursement-Linked Amortization Repayment Schedule – Level Repayment

1. Subject to the provisions of Section 3.10 of the General Conditions, the Recipient shall repay each Disbursed Amount in semiannual installments payable on each April 15 and October 15, the first installment to be payable on the eleventh (11th) Payment Date following the Maturity Fixing Date for the Disbursed Amount and the last installment to be payable on the fiftieth (50th) Payment Date following the Maturity Fixing Date for the Disbursed Amount. Each installment except for the last one shall be equal to one-fortieth (1/40) of the Disbursed Amount. The last installment shall be equal to the remaining outstanding amount of the Disbursed Amount.

2. If any one or more installments of principal of the Disbursed Amount would, pursuant to the provisions of paragraph 1 of this Schedule, be payable after April 15, 2049, the Recipient shall also pay on such date the aggregate amount of all such installments.

3. The Association shall notify the Recipient of the amortization schedule for each Disbursed Amount promptly after the Maturity Fixing Date for the Disbursed Amount.
APPENDIX

Section I. Definitions

1. “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.

2. “BRD” means the Development Bank of Rwanda, established and operating pursuant to Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012.

3. “BRD Mortgage Refinancing” means refinancing made or proposed to be made out of the proceeds of the BRD Subsidiary Financing to refinance eligible mortgage loans, by BRD to an eligible PFI under Part 1.1 of the Project, which meets the eligibility criteria set forth in the PIM.

4. “BRD Subsidiary Agreement” means the agreement to be entered into between the Recipient and BRD and referred to in Section I.E of Schedule 2 to this Agreement.

5. “BRD Subsidiary Financing” means the proceeds of the Financing to be provided to BRD for purposes of carrying out Part 1.2 of the Project, in accordance with the BRD Subsidiary Agreement and the PIM and referred to in Section I.E of Schedule 2 to this Agreement.

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

7. “Equity” means the proceeds of the Financing to be provided as equity by the Recipient to the RMRC for purposes of Part 1.2.(i) of the Project, in accordance with the terms of the RMRC Subsidiary Agreement.


11. "Incremental Operating Costs" means the reasonable incremental costs, as shall have been approved by the Association, incurred by the Recipient, on account of Project administration, implementation, monitoring and supervision consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, office rental expenses, freight charges, office (and office equipment) maintenance, utilities, printing, non-durable goods, travel cost and per diem for Project staff for travel linked to the implementation, monitoring and supervision of the Project (but excluding consultants’ services and salaries of officials of the Recipient’s civil service).

12. "Ministry of Finance" or “MINECOFIN” means the Recipient’s ministry in charge of finance; or any successor thereto.

13. “MINIFRA” means the Recipient’s ministry in charge of infrastructure; or any successor thereto.

14. “Participation Agreements” means the agreements to be entered into between the BRD and/or the RMRC for purposes of providing BRD Mortgage Refinancing under Parts 1.1 and/or RMRC Mortgage Refinancing under Part 1.2.(ii), and referred to in Section I.G of Schedule 2 to this Agreement.

15. “PFI” or “Participating Financial Institution” means an eligible commercial bank to be selected by the BRD and/or the RMRC for participation in the line of credit under Part 1.1 and/or 1.2.(ii) of the Project, on the basis of the criteria and approval procedures set forth in the PIM.

16. “Project Implementation Manual” or “PIM” means the manual to be prepared by the Recipient referred to in Section 1.B of Schedule 2 to this Agreement.

17. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, dated July 1, 2016.

18. “Project Steering Committee” or “PSC” means the committee to be established and referred to in Section I.A of Schedule 2 of this Agreement.


20. “RMRC” means the legal entity to be established and licensed pursuant to the Recipient’s Financial Sector Laws for the purposes of providing Mortgage Refinancing under Part 1.2.(ii) of the Project.

21. “RMRC Subsidiary Agreement” means the agreement to be entered into between the Recipient and the RMRC and referred to in Section I.D of Schedule 2 to this Agreement.
22. “RMRC Subsidiary Financing” means the proceeds of the Financing to be provided to the RMRC for purposes of carrying out Part 1.2 of the Project, in accordance with the RMRC Subsidiary Agreement and the PIM and referred to in Section 1.D of Schedule 2 to this Agreement.

23. “RMRC Mortgage Refinancing” means refinancing made or proposed to be made out of the proceeds of the RMRC Subsidiary Financing to refinance eligible mortgage loans, by RMRC to an eligible PFI under Part 1.2.(ii) of the Project, which meets the eligibility criteria set forth in the PIM.

24. “Subordinated Debt” means the proceeds of the Financing to be made available as subordinated debt by the Recipient to the RMRC for purposes of Part 1.2.(i) of the Project, in accordance with the RMRC Subsidiary Agreement.

25. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.