Grant Agreement

(Additional Financing - Cash Transfer for Orphans and vulnerable Children Project)

between

REPUBLIC OF KENYA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as Administrator of the Cash Transfer for Orphans and vulnerable Children Program Multi-Donor Trust Fund

Dated 19th December, 2013
GRANT NUMBER TF097272

CASH TRANSFER FOR ORPHANS AND VULNERABLE CHILDREN
PROGRAM MULTI-DONOR TRUST FUND
GRANT AGREEMENT

AGREEMENT dated 14TH DECEMBER, 2013, entered into between:

REPUBLIC OF KENYA (“Recipient”); and

INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Cash Transfer for Orphans and Vulnerable Children Program Multi-Donor Trust Fund.

WHEREAS (A) under an agreement dated July 8, 2010 between the World Bank and the Recipient as amended on April 17, 2012 and on February 20, 2013 (“Original Grant Agreement”) the World Bank provided the Recipient with a grant (“Original Grant”) in an amount of $31,230,720 to assist in financing the project described in Annex 1 to the Original Grant Agreement (“Original Project”);

(B) the Recipient has also requested the World Bank to provide additional financing in support of additional activities related to the Original Project as described in Schedule 1 to this Agreement (“Project”), on the terms and conditions set forth in the Original Grant.

WHEREAS the World Bank has agreed to extend such additional financing to the Recipient upon the terms and conditions set forth in this Agreement.

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

**Article I**

**Standard Conditions; Definitions**


1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.
Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through the MLSSS in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Additional Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, an additional grant in an amount of fifteen million fifty three thousand seven hundred and twenty six United States Dollars ($15,053,726) ("Additional Grant") to assist in financing the Project (the Original Grant and Additional Grant together referred to as the “Grant”). With this additional grant, the total amount extended to the Recipient aggregates to forty six million two hundred and eighty four thousand four hundred and forty six United States Dollars ($46,284,446.00).

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

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Recipient's Representative; Addresses

4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Principal Secretary of the National Treasury.

4.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:
   The National Treasury
4.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)

AGREED at Nairobi, Kenya, as of the day and year first above written.

REPUBLIC OF KENYA

By

Authorized Representative

Name: HENRY K. RUTICH
Title: Cabinet Secretary, National Treasury

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Cash Transfer for Orphans and Vulnerable Children Program Multi-Donor Trust Fund

By

Authorized Representative

Name: Diariefou Goue
Title: Country Director
The objectives of the Project are to: (a) increase social safety net access for extremely poor Orphans and Vulnerable Children (OVC) households; and (b) build the capacity of the Recipient to more effectively deliver the National Safety Net Program.

The Project consists of the following parts:

**Part 1. Support to the expansion of the CT-OVC Program**

Strengthening the ability of vulnerable households to effectively protect and care for OVC, ensuring that OVC stay within their communities and can be cared for effectively, by: (i) providing Cash Transfers to selected households; and (ii) supporting activities related to the transfer of Cash Transfers to Beneficiaries.

**Part 2. Policy Development and Institutional Strengthening**

Strengthening the National Safety Net Program through:

a) building the capacity of the various program systems to promote good governance through provision of goods, training and technical advisory services required for that purpose;

b) harmonizing the policies and mechanisms for implementing the various Cash Transfer Programs to improve sector coherence through provision of goods, technical advisory services and training required for that purposes; and

c) building the capacity of the institutions responsible for the Cash Transfer Programs to promote more comprehensive and equitable coverage of the relevant household, through training, provision of goods and technical advisory services required for that purpose.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Ministry of Labor, Social Security and Services

The Ministry of Labor, Social Security and Services shall be responsible for the overall project oversight and implementation.

2. Central Program Unit

(a) The Recipient shall maintain the Central Program Unit within the Department of Children Services with staff with skills and qualification satisfactory to the World Bank and ensure that the CPU has adequate resources to promote effective implementation of the Project.

(b) Without limitation to the provisions of paragraph 2 above, the CPU shall be responsible for: (i) coordinating the implementation of the Project, procurement and financial management, (ii) reporting and oversight of implementation of the environmental and social safeguard instruments under the Project and (iii) preparing the annual work plans and budgets in consultation with the Social Protection Secretariat.

3. Social Protection Secretariat

The SPS shall be responsible for, inter alia: (a) identifying activities for institutional strengthening of the NSNP; (b) reviewing progress made towards achieving the Project’s objectives; and (c) preparing the relevant management reports.

4. The Department of Children Services

(a) Within the DCS, the Central Program Unit, the County Children Offices, and the Sub-county Children Offices, each with functions, staffing and resources satisfactory to the World Bank, shall be responsible for the implementation of the Project.

(b) The Central Program Unit shall have the overall responsibility for Project management and administration. The Central Program Unit shall manage, coordinate, monitor and oversee the Project, and coordinate with the Payment Service Providers and County Children Offices.
Sub-county Children Offices shall be responsible for the local implementation of the Project, and coordination with the Central Program Unit, and among the Beneficiaries and entities providing health, education and civil registration services locally. With the support of local stakeholders, the Sub-County Children Offices shall: (i) promote the Program through outreach activities; (ii) participate in the Program targeting process; (iii) support families through case management; (iv) participate in monitoring and evaluation; and (v) handle appeals and complaints.

B. Anti-Corruption

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

2. Without limitation to the provisions of paragraph (a), the Recipient shall ensure that the Recipient’s agencies and service providers which are required to provide services under the Project, including, without limitation, Payment Service Providers, are made aware of the requirements of the Anti-Corruption Guidelines and take all actions necessary to support the carrying out of the Project in accordance with such requirements.

C. Operations Manual

1. The Recipient shall ensure that, throughout its implementation, the Project is carried out in accordance with the provisions of the Operational Manual.

2. Unless the Recipient and the World Bank shall otherwise agree in writing, the Recipient shall not amend or waive any provision of the Operational Manual in a manner which, in the opinion of the World Bank, could have a material adverse impact on the implementation of the Project.

D. Safeguards

1. The Recipient shall throughout the implementation of the Project:

   a) carry out the Project in accordance with the Vulnerable and Marginalized Groups Framework (VMGF);

   b) not amend or waive or permit to be abrogated, amended or waived any provision of the aforementioned VGMF, without the prior agreement in writing of the World Bank; and

   c) monitor regularly and include the progress report, referred to under Part A of Section II of this Schedule, progress made on compliance with the VMGF, and giving details of: (i) measures taken or to be taken in accordance with the said framework; (ii) conditions, if any, which
interfere or threaten to interfere with the implementation of the said framework; and (iii) remedial measures taken or to be taken to address such conditions.

2. In case of any conflict between the provisions of the VMGF and the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. Annual Work Plan and Budget

The Recipient shall prepare and furnish to the World Bank not later than March 31st of each Fiscal Year during the implementation of the Project, an Annual Work Plan and Budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor.

F. 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”).

G. 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 Donors’ 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, enable the representatives of the Donors to visit any part of the Recipient’s territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. 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 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 months after the Closing Date.

B. 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 days after the end of each calendar quarter, covering the quarter, 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, works, non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

   (a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”) and non-consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

   (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II
and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Limited International Bidding</td>
</tr>
<tr>
<td>(b)</td>
<td>National Competitive Bidding, subject to the provisions set forth in paragraph 3 of this Section B</td>
</tr>
<tr>
<td>(c)</td>
<td>Shopping</td>
</tr>
<tr>
<td>(d)</td>
<td>Procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank</td>
</tr>
<tr>
<td>(e)</td>
<td>Direct Contracting</td>
</tr>
<tr>
<td>(f)</td>
<td>Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the World Bank</td>
</tr>
</tbody>
</table>

3. The following additional provisions shall apply to National Competitive Bidding:

(a) the tender submission date shall be set at least thirty (30) days after the later of (i) the date of advertisement; and (ii) the date of availability of the tender documents.

(b) Recipient-owned enterprises shall be allowed to participate in the tendering only if they can establish that they are legally and financially autonomous, operate under commercial law and are independent agencies of the Recipient's government.

(c) bidding documents and tender documents shall contain, *inter alia*, draft contracts and conditions of contracts, including provisions on fraud and
corruption, audit and publication of award and shall be in form and
substance satisfactory to the Association.

(d) extension of tender validity shall be allowed once only, and for not more
than thirty (30) days, unless otherwise previously agreed in writing by
the Association.

(e) tender evaluation shall be based on quantifiable criteria expressed in
monetary terms as defined in the tender documents, and not on a merit
points system.

(f) no domestic preference shall be used in the evaluation of tenders.
Accordingly, contracts shall be awarded to qualified tenderers who have
submitted the lowest evaluated substantially responsive tender.

(g) notification of contract award shall constitute formation of the contract.
No negotiation shall be carried out prior to contract award.

(h) the two envelope bid opening procedure shall not apply.

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:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Quality-based Selection</td>
</tr>
<tr>
<td>(b) Selection under a Fixed Budget</td>
</tr>
<tr>
<td>(c) Least Cost Selection</td>
</tr>
<tr>
<td>(d) Selection Based on Consultants Qualifications</td>
</tr>
<tr>
<td>(e) Single Source Selection of consulting firms</td>
</tr>
<tr>
<td>(f) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank.</td>
</tr>
</tbody>
</table>
D. **Transitional Provisions in respect of Procurements**

Notwithstanding the provisions of Section I.B (*Anti-Corruption*) and Section III (*Procurement*) of this Schedule 2, (i) to the extent that the procurement of any goods or consultants’ services to be financed out of the proceeds of the Original Grant was initiated prior to July 3, 2013; and (ii) there are no proceeds remaining under the Original Grant to finance such goods or consultants’ services; then, on an exceptional basis only and subject to the World Bank’s prior no-objection, Section III of this Schedule 2 shall not apply to the proceeds of the funds from the Original Grant utilized to finance such goods or consultants’ services, and the procurement of such goods or consultants’ services; *provided, however, that* the provisions of Section III of Schedule 2 (*Procurement*) to the Original Grant Agreement shall apply to the procurement of such goods and consultants’ services.

E. **Review by the World Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Section IV. Withdrawal of Grant Proceeds**

A. **General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Original Grant</th>
<th>Amount of the Additional Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, consultants’ services and Training</td>
<td>2,550,121</td>
<td>-</td>
<td>100%</td>
</tr>
<tr>
<td>(1) Goods, works, consultants’ services Training and Operating Costs</td>
<td>-</td>
<td>2,625,315</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Cash Transfers under Part 1 (i) of the Project</td>
<td>28,680,599</td>
<td>12,428,411</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>31,230,720</td>
<td>15,053,726</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 is December 31, 2016.
APPENDIX

1. “Vulnerable and Marginalized Groups” or “VMGs” means distinct, vulnerable, social and cultural groups that may be identified pursuant to the requirements of the VMGF for the purpose of this Project.

2. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Recipient and approved by the World Bank in accordance with Section 1.E of Schedule 2 to this Agreement; and “Annual Work Plans and Budgets” means more than one Annual Work Plan and Budget.


4. “Beneficiary” means an Eligible Household (as hereinafter defined) that has been selected and has enrolled to receive Cash Transfers (as hereinafter defined) under the Project.

5. “Cash Transfer for Orphans and Vulnerable Children Program” or “CT-OVC” means the Recipient’s program, established and operating pursuant to the Kenya National Social Protection Policy, dated June 2011, for the purpose of assisting poor households caring for orphans and vulnerable children.

6. “Cash Transfer Programs” or “CTPs” means collectively, (a) the Cash Transfer for Orphans and Vulnerable Children Program; (b) the Hunger Safety Net Program; (c) the Older Persons Cash Transfer Program; (d) the Urban Food Subsidy Cash Transfer Program; and (e) the Persons with Severe Disabilities Cash Transfer Program, and Cash Transfer Program means each individual CTP.

7. “Cash Transfer” means a transfer of funds in the form of a non-refundable grant to a Program Beneficiary in accordance with the provisions of the Operational Manual.

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

9. “Central Program Unit” means the unit established with the Department of Children’s Services (as hereinafter defined) for the purpose of managing the CT-OVC overall operation.

11. “County” means any of the forty – seven (47) geographical units provided for under the First Schedule of the Constitution of Kenya 2010 for purposes of local administration.

12. “County Children Offices” means, collectively, the offices established by the DCS in the Recipient’s Counties.

13. “Department of Children’s Services” means a department within the Ministry of Labor, Social Security and Services responsible for children’s’ services.


15. “Fiscal Year” means a period of twelve consecutive months from July 1 to the next June 30.

16. “Hunger Safety Net Program” or “HSNP” means the Recipient’s program, established pursuant to the Kenya National Social Protection Policy, dated June 2011, designed to deliver regular cash transfers to extremely poor households in selected counties in the drought-prone and semi-arid areas.

17. “Ministry of Labor, Social Security and Services” means the Recipient’s ministry responsible for labor, social security and services or its legal successor thereto;

18. “National Safety Net Program Steering Committee” means the Recipient’s committee established to provide oversight of the NSNP and to address key policy and operational issues.

19. “National Safety Net Program” and “NSNP” each means the Recipient’s program described in the document dated May 2013 and entitled “National Safety Net Programme Document” designed to support poor and vulnerable households to improve their welfare and resiliency through the Cash Transfer Programs.

20. “Older Persons Cash Transfer” or “OPCT” means the Recipient’s program, established and operating pursuant to the Kenya National Social Protection Policy, dated June 2011, for the purpose of providing assistance to extremely poor, elderly households.

21. “Operating Costs” means the incremental operating expenses, based on annual budgets approved by the World Bank, incurred by the Ministry of Labor, Social Security and Services, the County and Sub-County offices on account of operation and maintenance costs associated with the administration of the cash transfers, including fees paid to payment service providers, office, vehicles and office equipment; telephone, office supplies, bank charges, travel and supervision costs and per diem, salaries of temporary staff but excluding the salaries of officials and public servants of the Recipient’s civil service.
22. "Operational Manual" means the Recipient’s manual for the implementation of the CT-OVC Program, dated August 12, 2013, which contains, inter alia, (a) the organizational structure of the CT-OVC Program, including the roles and responsibilities of each entity or agency involved in its implementation, (b) the operational cycle of the Program including eligibility criteria, detailed rules and procedures for the Cash Transfer payments, a manual of financial procedures including details of procurement and disbursement arrangements, (c) arrangements for environmental and social monitoring and mitigation, (d) the indicators to be used in the monitoring and evaluation of the CT-OVC Program, and (e) the supervision, monitoring and evaluation procedures, (f) and other administrative and organizational arrangements, as shall have been agreed with the World Bank for purposes of Project implementation, as the same may be amended from time to time with the prior written agreement of the World Bank, and such term includes any schedules to the Operational Manual.

23. "Original Grant Agreement" means the agreement for the Cash Transfer for Orphans and Vulnerable Children Project between the Recipient and the World Bank, dated July 8, 2010, as amended on April 17, 2012 and on February 20, 2013 (Grant Number TF097272).

24. “Original Grant” means the grant in an amount equivalent to $31,230,720 provided to the Recipient, on the terms and conditions set forth or referred to in the Original Grant Agreement.

25. “Original Project" means the Project described in the Original Grant Agreement.

26. “Orphans and Vulnerable Children” and “OVC” mean children under eighteen (18) years old, who are: (i) a single or double orphan, (ii) chronically ill or who has a caregiver who is chronically ill, or (iii) lives in a child-headed household.

27. “Payment Service Providers” or “PSPs” means any agency that makes payment of cash transfers to beneficiaries of the Cash Transfer Program.

28. “Persons with Severe Disabilities Cash Transfer” or “PWSD-CT” means the Recipient’s program, established and operating pursuant to the Kenya National Social Protection Policy, dated June 2011, whose purpose is to provide a cash transfer to persons with severe disabilities living in extreme poverty.


30. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated October 2, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
31. “Program” means the Recipient’s program designed to strengthen the capacities of approximately 100,000 households to take care of OVC by 2012, including through a cash transfer program.

32. “Service Agreement” has the meaning ascribed to that expression in Section F. (d) (i) of Schedule 2 to this Agreement.

33. “Social Protection Secretariat” means the Recipient’s institution established pursuant to the National Social Protection Policy of June 2011, and responsible for coordination the NSNP; or its legal successor thereto.


35. “Sub-County” means a decentralized unit established under Section 48 (1) (b) of the County Government Act, 2012 through which the Recipient’s County Governments provide services to local communities.

36. “Sub-County Children Offices” means, collectively, the offices established by the DCS in the Recipient’s sub-counties.

37. “Training” means the training of persons involved in NSNP activities, based on annual budgets approved by the World Bank and such term including seminars, workshops, conference and study tours, and costs associated with such activity include travel and subsistence costs for Training participants, costs of securing the services of trainers, rental of Training facilities, preparation and reproduction of Training materials and other costs directly related to course preparation and implementation.

38. “Urban Food Subsidy Cash Transfer” or “UFS-CT” means the Recipient’s program, established and operating pursuant to the Kenya National Social Protection Policy, dated June 2011, for the purpose of increasing access to food for vulnerable households in urban poor communities in the short term, and helping such households engage in longer term food securing and income-generating activities.

39. “Vulnerable and Marginalized Groups Framework” or “VMGF” means the instrument entitled “Vulnerable and Marginalized Groups Framework” acceptable to the World Bank dated September 11, 2013, providing guidelines and procedures for identification of VMGs, and preparation, adoption and implementation of a plan or plans for consultation with, and informed participation of, VMGs affected by the Project, as said framework may be amended from time to time with the prior written approval of the World Bank.