Annex 2: Negotiated Financing Agreement

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Legal Department
(Subject to Change)
NEGOTIATIONS TEXT
Nightingale Rukuba-Ngaiza /Saba Gheshan
October 2, 2018

CREDIT NUMBER _____-GH

Financing Agreement

(Productive Safety Net Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION



CREDIT NUMBER _____-GH

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF GHANA ("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 - CREDIT

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to forty three million one hundred thousand Special Drawing Rights (SDR 43,100,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are April 1 and October 1 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Dollar.

ARTICLE III - PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Part 3, 4 and 5(a) of the Project through MoGCSP and Part 1, 2 and 5(b) of the



Project through MLGRD, 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 Co-financing Deadline for the effectiveness of the Co-financing Agreement is December 31, 2019

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient has prepared and adopted the Project Operational Manual, in form and substance satisfactory to the Association.
 - (b) The Recipient has established in MLGRD the RDCU, and recruited or assigned staff with satisfactory mandate, including; a Project coordinator, a social and environmental safeguards specialist, an accountant and a procurement specialist; all with experience and under terms of reference satisfactory to the Association.
 - (c) The Recipient has recruited or assigned in MoGCSP, a Project coordinator, monitoring and evaluation specialist, management information systems specialist, an accountant, and a procurement specialist; all with experience and under terms of reference 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 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 P.O. Box MB40 Accra, Ghana; and

- (b) the Recipient's Electronic Address is: chiefdirector@mofep.gov.gh
- 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 Associat	tion's Electronic Address is:	
Геlex: 248423 (MCI)	Facsimile: 1-202-477-6391	[E-mail:]
AGREED as of	the Signature Date.	
	REPUBLIC OF GHANA	
	Ву	
		Authorized Representative
		Name:
		Title:
		Date:
	INTERNATIONAL DEVE	LOPMENT ASSOCIATION
	Ву	
		Authorized Representativ
		Name:
		Title:
		Date:



SCHEDULE 1

Project Description

The objective of the Project is to support the Recipient to strengthen safety net systems that improve the productivity of the poor.

The Project consists of the following parts:

Part 1: Productive Inclusion

Carrying out a program of activities to support poor households in the Recipient's territory, through:

- (a) Provision of: (i) Training on life skills and microenterprises management; and (ii) Training on business management and vocational skills; to eligible household members aged 18-65 ("Eligible Microenterprise Beneficiaries") to identify microenterprises and prepare plans based on an agreed model template for said microenterprises ("Sub-Projects").
- (b) Provision of Start-up Cash Grants to Eligible Microenterprise Beneficiaries to implement the plans.
- (c) Improving agricultural productivity for Eligible Microenterprise Beneficiaries and linking them with existing agriculture projects in the Recipient's territory, through: (i) establishment of an effective referral mechanism; and (ii) provision of required Training to said beneficiaries aimed at enhancing their skills and capacity to participate in said agricultural projects.

Part 2: Labor Intensive Public Works Program

- a) Development and implementation of quick-response mechanisms against seasonal poverty and maximizing local employment by providing: (i) short-term paid employment opportunities to selected LIPW Beneficiaries, and, (ii) financing the costs of capital inputs and supervision by contractors of LIPWs, including rehabilitation and maintenance of rural feeder and access roads; rehabilitation of small earth dams, dugouts and related community infrastructure; and other works, including, soil and land conservation works for catchment protection and afforestation, including cultivation of fruit trees and cash crops.
- b) Delivery of accompanying measures aimed at promoting households' behavioral changes and improving household practices related to, *inter alia*, nutrition, human development; all through provision of technical assistance, Training and goods required for the purpose.
- c) Provision of Training to build the capacity of MLGRD, district assemblies, community level actors and relevant agencies and institutions responsible for implementing LIPW in selected districts and involved in Project implementation.

Part 3: Livelihood Empowerment Against Poverty (LEAP) Cash Transfers

Supporting the Recipient's LEAP Program, through:

(a) provision of Cash Transfers to Cash Transfer Beneficiaries to promote welfare of extremely poor households.



(b) delivery of accompanying measures aimed at promoting households' behavioral changes and improving household practices related to, *inter alia*, nutrition, human development; all through provision of technical assistance, Training and goods required for the purpose.

Part 4: Social Protection Systems Strengthening

- (a) Provision of technical advisory services to strengthen the Recipient's social protection delivery systems and improve its efficiency, effectiveness and transparency; through: (i) assisting GNHR in its collection of quality household data in targeted regions; (ii) putting in place required IT infrastructure to roll out household registration, including updating used technology as needed for data collection, processing, and storage; (iii) carrying out data quality control activities including inter alia the usage of the GNHR data by other governmental entities; (iv) carrying out a public information campaign to support household registration; and (v) enhancing institutional capacity building of the GNHR through provision of Training.
- (b) Improving accountability and development of a satisfactory grievance redress mechanism for the Recipient's social protection programs; through: (i) designing and rolling out a single window citizen engagement system at the regional, district, and community levels to manage grievance redress under SP programs; (ii) establishing a call center at the MoGCSP to receive and refer complaints to the respective programs for redress; and (iii) enhancing the institutional capacity of the case management unit through provision of Training and technical assistance.
- (c) Provision of technical assistance aimed at: (i) strengthening the monitoring of the social protection sector; (ii) development of an MIS for said sector; and (iii) carrying out of an impact evaluation study.

Part 5: Project Management, Coordination, and Capacity Building

- (a) Providing support to the MoGCSP for management, capacity building, and Project implementation including the enhancement of management information system, monitoring and evaluation activities, all through provision of Training, technical advisory services, and Operating Costs.
- (b) Providing support to the MLGRD for management, capacity building, and Project implementation including the enhancement of management information system, monitoring and evaluation activities, all through provision of Training, technical advisory services, and Operating Costs.



SCHEDULE 2

Project Execution

Section I. Institutional and implementation Arrangements

A. Institutional Arrangements.

The Recipient shall:

- 1. through MoGCSP, assisted by its Social Protection Directorate, LEAP and GNHR, have overall responsibility and oversight for the implementation of Part 3, 4 and 5 (a) of the Project.
- 2. through MLGRD assisted by the Rural Development Coordinating Unit (RDCU) and the participating districts at the local level; have oversight responsibility for the implementation of Part 1, 2 and 5(b) of the Project.
- 3. ensure throughout Project implementation that MoGCSP and MLGRD have adequate resources and staffing with qualifications, experience and under terms of reference satisfactory to the Association.
- 4. coordinate promptly with MoGCSP and MLGRD and efficiently the implementation of activities under the Project and to provide technical support as needed to enable said ministries to perform their functions.
- 5. establish not later than three (3) months from the Effectiveness Date and thereafter maintain, at all times during the implementation of the Project, a Project Oversight Committee (POC) with a mandate, composition and resources satisfactory to the Association. To this end, the POC shall be responsible for: (i) providing guidance on strategic, policy and implementation issues; (ii) coordinating activities of ministries, agencies and other stakeholders involved in Project implementation; and (iii) assessing progress towards achieving the Project's objectives and taking all necessary corrective action.
- 6. establish not later than three (3) months from the Effectiveness Date and thereafter maintain, at all times during the implementation of the Project, a Technical Committee comprising of the directors of the RDCU and the Social Protection Directorate, chaired by the Chief Directors of MLGRD and MoGCSP and responsible for providing technical guidance on the Project.

B. Project Operational Manual

The Recipient shall, through MoGCSP and MLGRD, carry out the Project in accordance with the provisions of the Project Operational Manual referred to in Section 5.01 of this Agreement, which shall set forth detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) fiduciary arrangements including procurement, disbursement and financial management; (iii) environmental and social safeguard guidelines and procedures, including the Safeguard Instruments; (iv) monitoring, evaluation, reporting and communications; (v) implementation modalities for each Project component and activity; (vi) eligibility criteria, detailed rules and procedures for identification, registration and selection of Beneficiaries, (vii) requirements to be fulfilled by Beneficiaries as conditions for the provision of Cash Transfers and LIPW Payments and Start-up Grant under the Project; (viii) the mechanisms for verification of compliance with Cash Transfers and (ix) LIPW Payments and Start-up Cash Grants conditions; and



- (x) such other administrative, financial, technical and organizational arrangements as required for Project implementation.
- 2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Operational Manual without the prior written agreement of the Association; provided, however, that in the event of any conflict between the provisions of the Project Operational Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plan and Budget

- 1. The Recipient shall prepare, in accordance with terms of references acceptable to the Association, and furnish to the Association no later than [December 15] of each Fiscal Year] throughout the implementation of the Project, a work plan and budget containing all activities proposed for inclusion in the Project during the following FY and with a budget setting forth the proposed amounts and sources of financing for such activities and a timetable for their implementation.
- 2. Each such proposed work plan and budget shall specify any training activities that may be required under the Project, including: (i) the type of training; (ii) the purpose of the training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the training; (v) the location and duration of the training; and (vi) the cost of the training
- 3. The Recipient shall: (i) afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and, thereafter, (ii) carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the Association ("Annual Work Plan and Budget").
- 3. Only such activities as shall have been included in the Annual Work Plan and Budget shall be eligible for inclusion in the Project and for financing out of the proceeds of the Financing.

E. Cash Transfers and Start-up Cash Grant

- 1. In order to achieve the objectives of the Project, the Recipient, through MoGCSP and MLGRD, shall provide Cash Transfers, and Start-up Cash Grant ("Transfers") to Beneficiaries, respectively, in accordance with the following eligibility criteria and procedures acceptable to the Association and further detailed in the POM:
 - (a) said Beneficiary shall have been identified as a member of an extremely poor household in a region identified under the Recipient's GLSS Poverty Maps;
 - (b) the Recipient shall have confirmed the Beneficiaries' compliance with any applicable conditionality; and
 - (c) said Beneficiary shall have been selected through the targeting method as set out in the POM.
- 2. Each Transfer shall be in an amount acceptable to the Association and the Recipient.
- 3. The Recipient shall ensure that the amount of each Transfer is paid for its intended Beneficiary.
- 4. The Recipient shall:



- a) conclude with each respective Payment Service Provider, a payment agreement (Payment Agreement), for the payment of Transfers to Beneficiaries, in form and substance satisfactory to the Association and in accordance with criteria and procedures set forth in the POM, with one or more Payment Service Providers, selected on the basis of terms of reference, qualifications and experience satisfactory to the Association.
- b) ensure that each Payment Agreement is:
 (i) submitted to the Association for its review and approval prior to its signature between the Recipient and a Payment Service Provider; (ii) signed and effective before any proceeds of the Financing are transferred to the Payment Service Provider; and (iii) implemented with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of the Transfers proceeds other than the Recipient.
- c) not amend, abrogate, waive or fail to enforce any provision of the Payment Agreement without the prior written agreement of the Association; provided, however, that in the event of any conflict between the provisions of the Payment Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

F. Labor Intensive Public Works.

In implementing Part 2 of the Project, the Recipient through MLGRD shall throughout the implementation of the Project, select the LIPW Beneficiaries and implement the LIPW program in accordance with the National Labor Intensive Public Works Policy, Payment Agreements and the POM.

G. Safeguards.

- 1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF, and to that end, if any activity included in an Annual Work Plan would, pursuant to the ESMF, require the adoption of an ESMP:
 - (a) (i) prepare such ESMP and furnish it to the Association for review and approval; and (ii) thereafter adopt such ESMP prior to implementation of the activity in question; and
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESMP.
- 2. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the RPF, and to that end, if any activity included in an Annual Work Plan would, pursuant to the RPF, require the adoption of an RAP:
 - (a) (i) prepare such RAP and furnish it to the Association for review and approval; and (ii) thereafter adopt such RAP prior to implementation of the activity in question; and
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such RAP.



- 3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association every calendar semester, reports, in form and substance satisfactory to the Association, on the status of compliance with the Safeguard Instruments, giving details of:
 - (a) measures taken in furtherance of such Safeguard Instruments;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and
 - (c) remedial measures taken or required to be taken to address such conditions.
- 4. The Recipient shall ensure that employees, agents, service providers, contractors and sub-contractors carry out the Project in conformity with acceptable environmental and social standards, practices and codes of conduct (which shall, inter alia, contain measures that prohibit, endeavour to prevent and address Project-related gender-based violence and sexual exploitation and abuse), the provisions of the Recipient's environmental and social laws.
- 5. The Recipient shall, throughout Project implementation, maintain and publicize the availability of Project-level grievance and feedback and redress mechanism, in a form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints and feedback raised in relation to the Project, and take all measures necessary to implement the determinations made by said grievance feedback and redress mechanism in a manner satisfactory to the Association.
- The Recipient shall not amend, abrogate, repeal, suspend, waive, or otherwise fail to enforce, or permit to be amended, abrogated, repealed, suspended or waived any of the Safeguard Instruments or any provision thereof without the prior written approval of the Association. In case of inconsistency between this Agreement and any of the Safeguard Instruments, the terms of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five days (45) after the end of each calendar quarter covering the calendar quarter.

Section III. Withdrawal of the Proceeds of the Credit

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:

Category	Amount of the Credit Allocated (expressed in (SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
<u></u>		



(1) Works, goods, non-consulting services, Training, Operating Costs, and consultants' services for Parts 3(b), 4 and 5(a) of the Project.	6,470,000	100%
(2) Works, goods, non-consulting services, Training, Operating Costs, and consultants' services for Parts 1(a), 1(c), 2 (a) (ii), 2(b), 2(c), and 5(b) of the Project.	10,900,000	100%
(3) Cash Transfers under Part 3(a) of the Project.	11,480,000	Such percentage as agreed with the Association based on approved Annual Work Plans
(4) Start-up Grants under Part 1(b) of the Project.	2,200,000	100%
(5) LIPW Payments under Part 2 (a) (i) of the Project	12,050,000	100%
TOTAL AMOUNT	43,100,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date except that withdrawals up to an aggregate amount not to exceed: (a) SDR 400,000 under Category 1; and (b) SDR 400,000 under Category 2 for payments made prior to this date but on or after June 1, 2018 from the Signature Date for Eligible Expenditures respectively.
- 2. The Closing Date is December 31, 2022.



SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 1 and October 1	
Commencing April 1, 2024 to and including	1.65%
October 1, 2043.	
On April 1, 2044 to and including October 1, 2048.	3.40%

^{*} The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.



APPENDIX

Section I. <u>Definitions</u>

- "Annual Work Plan and Budget" means the annual work plan and budget prepared by the Recipient through MoGCSP and MLGRD and approved by the Association in accordance with Section I.C of Schedule 2 to this Agreement, and "Annual Work Plans and Budgets" means more than one Annual Work Plan and Budget.
- 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. "Beneficiary" means Cash Transfer Beneficiaries, LIPW Beneficiaries or Eligible Microenterprise Beneficiaries.
- 4. "Cash Transfer" means an amount to be provided to a Cash Transfer Beneficiary under Part 3(a) of the Project and in accordance with the provisions of the POM.
- 5. "Cash Transfer Beneficiary" means any household or a person eligible to receive a Cash Transfer under Part 3(a) of the Project in accordance with eligibility criteria and procedures set forth in the POM.
- 6. "Co-financier" means the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development ("DFID").
- 7. "Co-financing" means, for purposes of paragraph 14 of the Appendix to the General Conditions, an amount of eighteen million pounds sterling (£ 18,000,000) to be provided by the Co-financier to assist in financing the Project.
- 8. "Co-financing Agreement" means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
- 9. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- "Eligible Micro-Enterprise Beneficiaries" means any person eligible to receive a Start-up Cash Grants for micro-enterprises under Part 1(b) of the Project in accordance with eligibility criteria and procedures set forth in the POM.
- "ESMF" means the Recipient's Environmental and Social Management Framework, dated April 2018 and disclosed in the territory of the Recipient and in the Association's website on April 25, 2018, as the said framework may be amended and/or supplemented from time to time with the prior written approval of the Association, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental, physical cultural property and social impacts associated with activities under Part 2 of the Project and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting.



- "Environmental and Social Management Plan" or "ESMP" means, for a given Project activity, a site-specific environmental and social management plan for said activity to be prepared pursuant to the ESMF, and giving details of specific actions and setting forth the mitigating, monitoring and institutional measures to be taken during the implementation and operation of the Project to offset or reduce adverse environmental impacts to levels acceptable to the Association, including the budget and cost estimates, and sources of funding, along with the institutional and procedural measures needed to implement such actions, measures and policies and the parties responsible for executing works and monitoring of construction and operational impact, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to same initial consultation and disclosure requirements carried out for the ESMF.
- 13. "Fiscal Year" or "FY" means "the fiscal year of Recipient commencing on January 1 and ending on December 31 of each year.
- 14. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated July 14, 2017.
- 15. "Ghana Statistical Service" means the Recipient's agency responsible for collecting and compiling social economic data, established and operating pursuant to the Statistical Service Act, 1985 (PDNCL 135) or its successor.
- 16. "GNHR" means the Ghana National Household Registry, a national database managed by MoGCSP to assess the poverty status of households in the Recipient's territory.
- 17. "GLSS" means Ghana Living Standards Survey, a national survey conducted by the Ghana Statistical Service.
- 18. "GLSS Poverty Maps" means the poverty headcount, depth and inequality for all the districts in Ghana as derived through the Ghana Living Standards Survey conducted by the Ghana Statistical Service.
- 19. "LEAP Program" means the Recipient's Livelihood Empowerment Against Poverty program initiated on March 8, 2007, and partly supported under Part 3 of the Project.
- 20. "LIPW" means labor intensive public works.
- 21. "LIPW Beneficiary" means a recipient of LIPW payments under Part 2(a) of the Project; and LIPW Beneficiaries means more than one LIPW Beneficiary.
- 22. "MIS" means management information system.
- 23. "MoGCSP" means the Recipient's Ministry of Gender, Children, and Social Protection or its successor.
- 24. "MLGRD" means the Recipient's Ministry of Local Government and Rural Development or its successor.
- 25. "National Labor Intensive Public Works Policy" means the Recipient's policy dated 2016, for promoting a coordinated and integrated approach for implementing LIPW and related programs in the Recipient's territory.



- 26. "Operating Costs" means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plans and Budgets approved by the Association pursuant to Section I.C of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication costs, office administration costs, utilities, travel and per diem, excluding the salaries of the Recipient's civil servants.
- 27. "Payment Agreement" means an agreement entered or to be entered into between the Recipient and a Payment Service Provider in accordance with Section I.E.4 of Schedule 2 of this Agreement.
- 28. "Payment Service Provider" means any commercial bank, microfinance institution, non-governmental organization and telecommunication operator selected in accordance with Section I.F.4 of Schedule 2 of this Agreement.
- 29. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017.
- 30. "Project Operational Manual" or "POM" means the manual for the Project to be prepared and adopted in form and substance satisfactory to the Association, and referred to in Section 5.01 of this Agreement and Section I,B of Schedule 2 to this Agreement, as the same may be amended from time to time with prior written agreement of the Association.
- 31. "Project Oversight Committee" or "POC" means the committee referred to in Section I.B of Schedule 2 to this Agreement.
- 32. "RAP" means each resettlement action plan for the Project to be prepared and implemented in accordance with the RPF and pursuant to provisions of Section I.F. of Schedule 2 to this Agreement.
- 33. "Rural Development Coordination Unit" or "RDCU" means a unit established within MLGRD responsible for implementing Parts 1, 2 and 5(b) of the Project, and referred to in Section I.A of Schedule 2 to this Agreement.
- 34. "RPF" means the Recipient's Resettlement Policy Framework, dated April 2018 and disclosed in the territory of the Recipient and in the Association's website on April 25, 2018, as the said framework may be amended and/or supplemented from time to time with the prior written approval of the Association, setting forth resettlement procedures, institutional arrangements, eligibility criteria, entitlements and compensation of Displaced Persons under the Project, including valuation procedures, budget, public consultation and participation, monitoring and evaluation and disclosure.
- 35. "Safeguard Instruments" mean the ESMF, RPF and any ESMP, RAP developed and to be developed under the Project, as these documents may be updated from time to time with the prior written concurrence of the Association.
- 36. "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.
- 37. "Social Protection Directorate" means a unit within MOGCSP and responsible for the coordination of the social protection programming.



- 38. "Start-up Cash Grant" means a grant to be provided to an Eligible Microenterprise Beneficiary in accordance with the provisions of the POM and referred to in Section 1.E of Schedule 2 to this Agreement.
- 39. "Sub-Project" means activities involving the identification of microenterprises and preparation of their business plans, to be financed from the proceeds of Start-up Cash Grants under Part 1(b) of the Project.
- 40. "Transfers" means either a Cash Transfer or a Start-up Cash Grant.
- Training" means expenditures (other than those for consultants' services) Project-related study tours, training courses, seminars, workshops and other training activities, not included under goods or service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers and trainers' fees, and other training related miscellaneous costs, all based on an Annual Work Plan and Budget agreed with the Association.