Financing Agreement
(Lake Chad Region Recovery and Development Project)

between

REPUBLIC OF CHAD

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
GRANT NUMBER D634-TD

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF CHAD ("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 grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-three million Special Drawing Rights (SDR 33,000,000) ("Grant"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Grant 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 Grant Balance.

2.04. The Payment Dates are February 15 and August 15 in each year.

2.05. The Payment Currency is Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (a) carry out Parts A.2, A.3, A.4, B, C, D and E of the Project; and (b) collaborate with the Lake Chad Basin Commission (LCBC) to carry out Part A.1 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 consist of the following, namely, that the security situation within the area under the Project has deteriorated or escalated so as to affect materially and adversely the ability of the Recipient or any of its agencies to carry out any part of the Project; and

ARTICLE V — EFFECTIVENESS; TERMINATION

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

(a) The Recipient has prepared and adopted the Project Implementation Manual, in form and substance, satisfactory to the Association.

(b) The Recipient has established the Project Implementation Unit (PIU) with adequate resources, terms of reference and functions, satisfactory to the Association, and has recruited to said PIU the key staff including, a Project coordinator, a financial management specialist, a procurement specialist, an environmental safeguards specialist and a social safeguards specialist, all in accordance with the provisions of the Procurement Regulations and under terms of reference with qualifications and experience satisfactory to the Association.

(c) The Recipient has established the National Project Steering Committee with resources, functions and terms of reference, satisfactory to the Association.

(d) The Recipient and the other Participating Countries have established the Regional Coordination Committee with resources, functions and terms of reference, satisfactory to the Association.

5.02. The Effectiveness Deadline is the date one hundred twenty (120) 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 the economy and development planning.
6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Ministry of Economy and Development Planning
B.P. 286
N’Djamena, Republic of Chad; and

(b) the Recipient’s Electronic Address is:

Telex: Facsimile:

5329 KD (235) 22 51 51 85
(235) 22 52 00 87

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:

248423 (MCI) 1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF CHAD

By

Authorized Representative

Name: H.E. Issa Doubrague
Title: Ministry of Economy and Development Planning
Date: June 9th, 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Deborah L. Wetzel
Title: Director of Regional Integration
Date: June 4, 2020
SCHEDULE 1

Project Description

The objective of the Project is to contribute to the recovery of the Lake Chad Region through supporting regional coordinating and crisis monitoring, connectivity and agricultural livelihoods in selected provinces of the Republic of Cameroon, Republic of Chad and Republic of Niger (Participating Countries).

The Project consists of the following parts:

Part A. Regional Lake Chad Knowledge and Monitoring Platform and Secretariat for the Development of the Lake Chad Region

Enhancing regional dialogue and data monitoring and dissemination, citizen engagement and social cohesion and the labor-intensive public works approach, in particular:

1. Strengthening the institutional, and data monitoring and dissemination capacity at the regional level, including:

   (a) the establishment of a secretariat for the development of Lake Chad Region to provide overall support for coordination, improving capacity of regional and national actors and policy and operational dialogue for the Lake Chad Region; and

   (b) the operation and maintenance of a strategic, analytical and monitoring platform to foster knowledge exchange, collaboration and partnerships.

2. Strengthening institutional capacity of national agencies, research institutes and universities (Research Program) for effective participation in regional dialogue and events, including:

   (a) facilitating participation of said national agencies, research institutes and universities to the regional database, in collaboration with international agencies;

   (b) conducting study tours, and facilitating participation of said national agencies, research institutes and universities to regional knowledge platform discussions, and pre-events at the national level;

   (c) conducting field trips and workshops for knowledge exchange and cross-learning;
(d) introducing a scholarship program for young scholars and young professionals focusing on development of the knowledge platform and knowledge communication products on topics relevant to the Lake Chad Region;

(e) provision of relevant targeted learning and hands-on courses; and

(f) building academic networks, and global networks.

3. Strengthening trust and dialogue among citizens and between the state and citizens in the Lake Chad Region, including:

(a) strengthening the capacity of local committees and provision of training to members of such committees to enhance local level identification, prioritization and monitoring of investment financed under the Project;

(b) setting-up national grievance redress mechanisms and committees to allow for real-time feedback from Project beneficiaries; and

(c) carrying out community-based psychosocial support activities, including supporting the victims of gender-based violence (GBV).

4. Carrying out preparatory activities for promotion of labor-intensive public works (LIPW), including:

(a) provision of technical advisory services and training for promotion of the LIPW approach and to facilitate recruitment of local laborers, community engagement, campaigns, awareness-raising and communication, and inclusive engagement with local stakeholders, preparation of beneficiaries for reorientation after the public work ends; and

(b) conducting preparatory studies that are required for implementation of the LIPW approach, and rapid development assessments at the community levels.

Part B. Restoring Sustainable Rural Mobility and Connectivity

Improving access to markets and socio-economic services for targeted communities, in particular:

1. Carrying out the rehabilitation of selected rural roads and small transport infrastructure, including: (a) conducting required studies for the preparation of works, including environmental and social assessments; (b) improving critical points of selected roads; (c) carrying out rehabilitation of selected roads and associated construction or reconstruction of culvert and other drainage structures;
(d) carrying out construction of ponds and small check dams; and (e) carrying out the construction of rain barriers, all through the provision of works, technical advisory services, acquisition of goods, and payment of wages to laborers under the LIPW if any works are carried out under the LIPW approach.

2. Developing a community maintenance system to promote sustainability of investments, including; (a) sensitization and promotion of community activities; (b) provision of technical support to develop small associations at community level; and (c) provision of skills development training, all through the provision of works, technical advisory services, training, acquisition of goods, and payment of wages to laborers under LIPW if any works are carried out under the LIPW approach.

Part C. Strengthening the Recovery of Agricultural Livelihoods

Promoting public productive investments and value-chain development, in particular:

1. Carrying out productive infrastructure investments and small infrastructure works at the community level, through the provision of works, technical advisory services, training, acquisition of goods, and payment of wages to laborers under the LIPW if any works are carried out under the LIPW approach.

2. Developing and reinforcing agriculture livelihoods, including: (a) strengthening and rehabilitation of areas of production and livelihood opportunities; (b) revitalizing the extension services in selected areas, including piloting of farmer led extension systems; and (c) facilitating and reinforcing selected trans-border trade for selected areas of value chain development, all through the provision of works, technical advisory services, acquisition of goods and payment of laborers under LIPW if any works are carried out under the LIPW approach.

Part D. Project Management

1. Strengthening the capacity of the Project Implementation Unit (PIU) for management and implementation of the Project, including planning, monitoring and evaluation of Project activities, preparation of annual work plans and budgets, preparation of Project progress reports, overall oversight of the Project activities, communication of Project activities, including setting-up management information system, outcome/impact evaluations at mid-term and end-of-Project, and measures for enhanced transparency and accountability, through the provision of technical advisory services, approved training and workshops, operating costs, and acquisition of goods.
Part E. Contingent Emergency Response Component (CERC)

Providing immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall maintain throughout the period of Project implementation:

1. Its representation at ministerial and government levels in the Regional Coordination Committee. The Regional Coordination Committee shall hold annual and semi-annual meetings respectively, and provide overall guidance and oversight for the Project, including advocating for regional collaboration in higher education, and to act as a liaison between the Project, regional leadership and the public at large.

2. The National Steering Committee to hold semi-annual reviews of performance and implementation support for the Project at national level, including approvals of Annual Work Programs and implementation planning.

3. The Project Implementation Unit in the Ministry of Economy and Development Planning (MEPD) with the responsibility for day-to-day management and administration of the Project, overall coordination of the Project, preparation of and consolidation of the annual work plans and budgets, fiduciary aspects (financial management and procurement), environmental and social safeguard aspects, coordination and communication of Project activities, supervision and monitoring and evaluation.

All with the composition, staffing, and powers acceptable to the Association as further described in the Project Implementation Manual.

B. Project Implementation Manual

1. The Recipient shall carry out the Project in accordance with the Project Implementation Manual containing detailed guidelines and procedures for the implementation of the Project, including monitoring and evaluation, procurement, coordination, financial, administrative and accounting procedures, corruption and fraud mitigation measures, measures for management of the environmental and social aspects of the Project and compliance with respective Safeguards Instruments, criteria for selection and modality for the management of the LIPW program, and the research scholarship program, including as appropriate criteria for identification of eligible beneficiaries for respective LIPW program, and Research Program and disbursement, audit and control arrangements, satisfactory to the Association, and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision thereof.
2. In case of a conflict between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plan and Budget

1. Not later than November 30 in each calendar year (or one (1) month after the Effective Date for the first year of Project implementation), the Recipient shall prepare and furnish to the Association a draft annual work plan and budget for the Project for the subsequent calendar year of Project implementation, of such scope and detail as the Association shall have reasonably requested.

2. The Recipient shall afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association (“Annual Work Plan and Budget”). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.

3. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association prior written approval.

D. Environmental and Social Safeguards

1. The Recipient shall ensure that:

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

   (b) for each activity under the Project for which the ESMF, and the RPF provide for the preparation of a Subproject ESIA, and/or a Subproject ESMP, and a Subproject RAP:

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

      (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Subproject ESIA, and/or Subproject ESMP and Subproject RAP in a manner satisfactory to the Association;
(c) all measures are taken to implement the Subproject RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:

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

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

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

2. The Recipient shall ensure that the Subprojects do not include any activities or expenditures on the negative list set forth in the ESMF.

3. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of the Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.

4. The Recipient shall ensure that all technical assistance and capacity building activities undertaken under the Project, application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the Association’s environmental and social safeguards policies and the Recipient’s own laws relating to the environment and social aspects.

5. The Recipient shall ensure that any pertinent Project service providers, at all times throughout the period of Project implementation:

(a) take all measures necessary on its part to collect, compile, and furnish to the Association through Project Reports, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the Safeguard Instruments and the management tools and instruments referred to therein, all such reports in form and substance
acceptable to the Association, setting out, among other things: (i) the status of implementation of the Safeguard Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguard Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

(b) promptly notify (and no later than forty-eight hours after becoming aware of the incident or accident) the Association of any incident or accident related to or having an impact on the Project, including but not limited to any Project-related allegation of gender-based violence or alleged violation of Project-related labor and working conditions, which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the Safeguard Instruments, and the instruments referenced therein.

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

E. Grievance Redress Mechanism

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

F. Contingency Emergency Response Component

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

1. The Recipient shall:

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

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

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

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

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

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

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

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

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

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

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

Section III. Withdrawal of 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: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; 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 Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, consulting services, non-consulting services, Training, Operating Costs, LIPW wages, and Research Program Grants under the Project, except for Part A.1 of the Project</td>
<td>31,317,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Refund of Preparation Advance</td>
<td>1,683,000</td>
<td>Amount payable pursuant to Section 2.07 (a) of the General Conditions</td>
</tr>
<tr>
<td>(3) Emergency Expenditures under Part E of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>33,000,000</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above:
   
   (a) no withdrawal shall be made for payments made prior to the Signature Date; or,
   
   (b) under Category (3) for Emergency Expenditures under Part E of the Project, unless the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:
       
       (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
       
       (ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section 1.F of Schedule 2 to this Agreement; and
       
       (iii) the Recipient has adopted a CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual.

2. The Closing Date is December 31, 2025.
APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.C of Schedule 2 to this Agreement.

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

4. “Contingent Emergency Response Component Operations Manual” and “CERC Operations Manual” each means the operations manual referred to in Section I.F of Schedule 2 to this Agreement, to be adopted by the Recipient for the CERC Part of the Project in accordance with the provisions of said Section.

5. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

6. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Operations Manual in accordance with the provisions of Section I.F of Schedule 2 to this Agreement and required for the activities included in the CERC Part of the Project.

7. “Environmental and Social Management Framework” or “ESMF” means the framework prepared and adopted by the Recipient, satisfactory to the Association, dated March 2020, disclosed in-country, and the Association’s website on March 27, 2020, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects’ risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.

9. "Lake Chad Basin Commission" means the commission established and operating pursuant to the Convention and Statue Relating to the Development of Lake Chad, dated May 22, 1964, as amended.

10. "Lake Chad Region" means the geographical region shared between the Participating Countries and the Republic of Nigeria.

11. "Labor-intensive Public Works" or "LIPW" means a specific labor-intensive activity under the Project, which is identified and appraised during the implementation of the Project, carried out on a daily wage basis by local communities, and proposed to be financed with the proceeds of the Grant.

12. "Ministry of Economy and Development Planning" or "MEPD" means the Recipient's ministry responsible for economy and development planning, or any successor thereto.

13. "National Project Steering Committee" means the steering committee referred to in Section 5.01(c) of this Agreement, to be established by the Recipient in form and substance, satisfactory to the Association.

14. "Operating Costs" means the incremental operating costs under the Project, based on the Annual Work Plans and Budgets approved by the Association, and incurred by the Recipient, on account of utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient's civil service.


16. "Pest Management Plan" means the pest management plan, prepared by the Recipient, satisfactory to the Association, and disclosed in country and on the Association's website on March 27, 2020, as said instrument may be updated from time to time with the prior written agreement of the Association.

17. "Preparation Advance" means the advance referred to in Section 2.07(a) of the General Conditions, granted by the Association to the Recipient pursuant to the
letter agreement signed on behalf of the Association and on behalf of the Recipient on October 15, 2019.

18. "Project Implementation Manual" means the Recipient's manual referred to in Section 5.01(a) of this Agreement, and Section 1.B of Schedule 2 to this Agreement, as said manual may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.

19. "Project Implementation Unit" means the unit with the responsibility for day-to-day implementation of the Project, and referred to in Section 5.01(b).

20. "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 and August 2018.

21. "Regional Coordination Committee" means the coordination committee referred to in Section 5.01(d) of this Agreement, to be established by the Participating Countries in form and substance, satisfactory to the Association, to provide overall guidance and oversight for regional level initiatives.

22. "Research Program" means a program designed to strengthening institutional capacity of national agencies, research institutes and universities for effective participation in regional dialogue.

23. "Research Program Grants" means a grant made or to be made by the Recipient out of the proceeds of the Financing to a beneficiary of the Research Program under Part A.2, and referred to in Section 1.B of Schedule 2 of this Agreement.

24. "Resettlement Policy Framework" or "RPF" means the Resettlement Policy Framework for the Project prepared and adopted by the Recipient, satisfactory to the Association and disclosed in country and on the Association's website on March 27, 2020, which sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project and Subproject, as such framework may be amended from time to time with the prior written agreement of the Association.

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.

26. "Safeguard Instruments" means collectively, the ESMF, any Subproject ESIA, any Subproject ESMP, Pest Management Plan, Resettlement Policy Framework,
Subproject RAP and “Safeguard Instrument” means any of such Safeguards Instruments.

27. “Subproject Environmental and Social Impact Assessment” or “Subproject ESIA” means: (i) any environmental and social impact assessment to be prepared for civil works to be carried out under a Subproject; and (ii) any site-specific environmental and social impact assessment to be prepared pursuant to the ESMF for a Subproject, and the term “Subproject ESIAs” means, collectively, all such ESIAs.

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

29. “Subproject Resettlement Action Plan” or “Subproject RAP” means the instrument to be prepared for a Subproject in accordance with the procedures and requirements of the Resettlement Policy Framework, which includes the principles, procedures, organizational arrangements and budget to implement the resettlement related activities under the Subproject, as said resettlement action plan may be revised from time to time with the prior written agreement of the Association; and the term, “Subproject RAPs” means, collectively, all such RAPs.

30. “Subproject” means a specific activity within the Project, which is identified and appraised during the implementation of the Project, and proposed to be financed with the proceeds of the Grant.

31. “Training” means the costs of training under the Project, based on the Annual Work Plans and Budgets approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities.