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DOCUMENTS

SCF-SREP LOAN NUMBER TF0A7640

Strategic Climate Fund
Scaling- Up Renewable Energy Program

Loan Agreement

(Bangladesh Scaling-up Renewable Energy Project)

between

People's Republic of Bangladesh

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as an implementing entity of the Scaling-up Renewable Energy Program under the Strategic Climate Fund

Dated August 29, 2019

SCF-SREP LOAN NUMBER TF0A7640

STRATEGIC CLIMATE FUND LOAN AGREEMENT

AGREEMENT dated August 29, 2019, entered into between: PEOPLE'S REPUBLIC OF BANGLADESH ("Borrower") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting not in its individual capacity but solely in its capacity as an implementing entity of the Scaling-up Renewable Energy Program ("SREP") under the Strategic Climate Fund ("SCF").

WHEREAS: (A) by agreement of even date herewith, the World Bank has agreed to extend to the Borrower a financing in the amount of One Hundred Twelve Million Nine Hundred Thousand Special Drawing Rights (SDR 112,900,000 ("IDA Financing") for financing the Respective Part of the Project described in Schedule 1 to this Agreement ("IDA Financing Agreement");

(B) by agreement of even date herewith, the World Bank, acting as an implementing entity of the Scaling-up Renewable Energy Project under the Strategic Climate Fund has agreed to extend to the Borrower a grant in the amount of two million eight hundred seventy thousand United States Dollars ($2,870,000) ("Grant") for financing the Respective Part of the Project described in Schedule 1 to this Agreement ("SCF Grant Agreement"); and

(C) the Borrower has requested, the World Bank to provide additional financial assistance towards the financing of the Project from the SCF, as further described in Article III of this Agreement.

The Borrower and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral 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 Standard Conditions, in the Appendix to this Agreement or in the IDA Financing Agreement.

Article II
Loan

2.01. The World Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of twenty-six million three hundred eighty thousand United States Dollars ($26,380,000) ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

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

2.03. The Loan is funded out of the resources made available to the World Bank as an implementing entity of the SCF. In accordance with Section 3.02 of the Standard Conditions (as defined in the Appendix to this Agreement), the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it from the SCF trust fund, and the Borrower's right to withdraw the Loan proceeds is subject to the availability of such funds.

2.04. The Service Charge payable by the Borrower on the Withdrawn Loan Balance shall be equal to one-tenth of one percent (1/10 of 1%) per annum.

2.05. The Payment Dates are January 1 and July 1 in each year.

2.06. The principal amount of the Loan shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is USD.

Article III
The Project

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Part 2 of the Project to be carried out by the Project Implementing Entity, i.e., IDCOL, in accordance with the provisions of Article II of the Standard Conditions, the Project Agreement and the Operations Manual, as the same may be agreed from time to time with the approval of the World Bank.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the World Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension consist of the following:

(a) IDCOL's By-Laws has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

(b) The Borrower has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement or under the IDA Financing Agreement.

(c) A representation made by the Project Implementing Entity in or pursuant to the Project Agreement, or any representation or statement furnished by the Project Implementing Entity and intended to be relied upon by the World Bank in making the Loan was incorrect in any material respect.

(d) The World Bank has suspended in whole or in part the right of the Project

Implementing Entity to make withdrawals under any agreement with the World Bank because of a failure by the Project Implementing Entity to perform any of its obligations under such agreement or any other agreement with the World Bank.

(e) the Project Implementing Entity has failed to perform its obligations under the Subsidiary Financing Agreement and the Subsidiary Grant Agreement.

4.02. The Additional Events of Acceleration consist of the following:

(a) The event specified in paragraph (a) of Section 4.01 of this Agreement occurs.

(b) The event specified in paragraphs (b), (c), (d) and (e) of Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the World Bank to the Borrower.

Article V
Effectiveness; Termination

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

(a) The IDA Financing Agreement has been executed and all conditions precedent to its effectiveness have been fulfilled.

5.02. The Additional Legal Matters consist of the following:

(a) The Subsidiary Financing Agreement has been duly authorized or ratified by the Borrower and IDCOL and is legally binding upon the Borrower and IDCOL in accordance with its terms.

(b) The Subsidiary Grant Agreement has been duly authorized or ratified by the Borrower and the IDCOL and is legally binding upon the Borrower and IDCOL in accordance with its terms.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

Article VI
Borrower's Representative; Addresses

6.01. The Borrower's Representative referred to in Section 10.02 of the Standard Conditions is the Senior Secretary/Secretary, or any Additional Secretary, or Joint Secretary/Joint Chief, Deputy Secretary/Deputy Chief, Senior Assistant Secretary/Senior Assistant Chief, Assistant Secretary/Assistant Chief of the Economic Relations Division of the Borrower's Ministry of Finance.

6.02. The Borrower's Address referred to in Section 10.01 of the Standard Conditions is:

Economic Relations Division
Ministry of Finance
Sher-e-Bangla Nagar
Dhaka 1207
Bangladesh

Facsimile:	E-mail:
+88029180788 / +88029180671	secretary@erd.gov.bd

6.03. The World Bank's Address referred to in Section 10.01 of the Standard Conditions is:

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

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

AGREED at Dhaka, People's Republic of Bangladesh, as of the day and year first above written.

PEOPLE'S REPUBLIC OF BANGLADESH

By _____
Authorized Representative

Name: Monowar Ahmed

Title: Secretary

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as an implementing entity of the Scaling-up
Renewable Energy Program under the Strategic Climate Fund

By _____
Authorized Representative

Name: Dandan Chen

Title: Acting Country Director

SCHEDULE 1

Project Description

The objective of the Project is to increase installed generation capacity of, and mobilize financing for, renewable energy in Bangladesh.

The Project consists of the following parts as specified in the IDA Financing Agreement:

Part 1. **Feni Utility-Scale Solar PV**

1.a. Support the establishment of a pilot solar PV generation 50 MW plant and associated infrastructure, including power evacuation lines, pooling sub-stations, a transmission bay extension at sub-station, civil engineering structures for mitigating flooding risks and roads within the Project Site in the Feni District to be developed by EGCB to support the first phase of the development of a renewable energy park.

Part 2. **Renewable Energy Financing Facility**

2.a. REFF establishment

Set up and operationalize a Renewable Energy Financing Facility (REFF), as a local currency financing facility anchored within IDCOL and managed by IDCOL to help address access to finance constraints of public-private partnerships (PPPs) and private sector developers of renewable energy projects within the territory of the Borrower by offering standard financing products to PPPs and domestic and international private developers/bidders for financing: (i) utility-scale solar PV energy sub-projects; and (ii) rooftop solar PV sub-projects as per the financial terms and conditions specified in the Operations Manual.

2.b. IDCOL capacity building and market development

Provision of technical assistance to support: (i) developing new business models and financing instruments to mobilize financing for renewable energy and strengthening IDCOL's capacity; (ii) strengthening IDCOL's capacity for technical due diligence and supervision of utility-scale renewable energy and rooftop solar PV; (iii) creating a market and developing a pipeline of rooftop PV sub-projects; and (iv) Project management costs of IDCOL.

Part 3. **Technical Assistance**

3.a. Support the provision of technical assistance and capacity building activities of SREDA in coordination with IDCOL to improve the business and regulatory environment to scale-up renewable energy and support the development of a project pipeline in particular for private sector participation by: (i) enabling resource assessment and contribute to data collection and validation to refine existing satellite based data to inform policy makers and potential solar/wind developers to de-risk investments; (ii) support preparatory activities (like feasibility and pre-feasibility studies, environmental assessments and assistance in the tendering process) for proposed utility-scale renewable energy parks and develop alternate options at other facilities and support the capacity

building of SREDA; (iii) creating and scaling up of a rooftop solar PV enabling market, promoting and strengthening the regulatory policies and regulations in relation to the same, and support implementation of the net metering policy; (iv) enhance the capacity of the relevant government agencies by providing *inter alia* training and usage of tools for national renewable energy development; (v) supporting feasibility studies and deployment of a small-scale pilots of renewable energy technologies including a waste-to-energy technology pilot; and (vi) supporting the project management activities of SREDA.

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SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements.

1. Section 1.A (*Implementation Arrangements*) of Schedule 2 to the IDA Financing Agreement is hereby incorporated by reference and shall apply *mutatis mutandis* to this Agreement and the Borrower undertakes to comply with the provisions thereof to the same extent as if such provisions have been set out in full in this Agreement.

B. Subsidiary Agreement(s)

1. To facilitate the carrying out of Part 2.a of the Project, the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity as a loan under a subsidiary financing agreement between the Borrower and the Project Implementing Entity, under terms and conditions approved by the World Bank, which shall include the obligation of the Borrower to on-lend to the Project Implementing Entity, out of the proceeds of the Loan, an amount not exceeding the amount of twenty four million eight hundred eighty thousand United States Dollars ($24,880,000), or such other amounts as shall be agreed from time to time in writing with the Association ("Subsidiary Financing Agreement"). The principal amount of the credit made available under the Subsidiary Financing Agreement ("Subsidiary Credit") shall be: (a) denominated and repayable in Bangladeshi Taka; (b) charged interest on the principal amount withdrawn and outstanding from time to time at the rate of three percent 3% per annum; (c) repayable over a period not exceeding twenty (20) years from the date of the Subsidiary Financing Agreement, inclusive of a grace period not exceeding five (5) years; and (d) the foreign exchange risk is to be borne by the Borrower. It is however clarified that for the purpose of on-lending, the Subsidiary Financing Agreement shall include the proceeds of both the Loan and the Financing.

2. To facilitate the carrying out of Part 2.b of the Project, the Borrower shall make part of the proceeds of the Loan available to the Project Implementing Entity as a grant under a subsidiary grant agreement between the Borrower and the Project Implementing Entity ("Subsidiary Grant Agreement"), under terms and conditions approved by the Association, which shall include the obligation of the Borrower to on-grant to the Project Implementing Entity, out of the proceeds of the Financing, an amount not to exceed one million five hundred thousand Dollars ($1,500,000); or such other amounts as shall be agreed from time to time in writing with the Association.

3. The Borrower shall exercise its rights under the Subsidiary Agreement(s) in such manner as to protect the interests of the Borrower and the World Bank and to accomplish the purposes of the Loan. Except as the World Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement(s) or any of its provisions.

C. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Sub-projects under Part 2 of the Project

1. The Project Implementing Entity shall ensure that Sub-loans are made available to the Beneficiaries selected in accordance with eligibility criteria and procedures acceptable to the World Bank, and further elaborated in the Operations Manual which shall include the following:

(a) No proposed Sub-project shall be eligible for financing under a Sub-Loan to a Beneficiary unless IDCOL shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank and elaborated in the Operational Manual, that:

(i) the proposed Sub-project concerns the financing of projects that: (A) correspond to the relevant requirements and eligibility criteria as specified in this Agreement and the Operations Manual, or is otherwise technically feasible and economically and financially viable; and (B) if safeguards instruments for the Sub-project is (or are) required, such safeguards instruments have been prepared and approved by the World Bank in accordance with the provisions of Section I.E of this Schedule, and all measures required to be taken in accordance with said Section prior to commencement of the activities covered by the safeguards instruments, have been taken; and

(ii) the proposed Beneficiary is: (A) a natural person; or (B) a legal entity established and operating under the laws of the Borrower, with the organization, management, technical capacity and financial resources necessary to carry out the proposed Subproject and has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed Subproject.

2. Sub-Loans

The Project Implementing Entity shall make each Sub-loan under a Sub–loan Agreement with the respective Beneficiary on terms and conditions approved by the World Bank, which shall include the following:

(a) The Project Implementing Entity shall obtain rights adequate to protect its interests and those of the World Bank and the Project Implementing Entity, including the right to:

(i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-Loan, or obtain a refund of all or any part of the amount of the Sub-

Loan then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-Loan Agreement; and

(ii) require each Beneficiary to: (A) carry out its project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of: (1) the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower; and (2) the Safeguards Instruments, if any, required for the project; (B) provide, promptly as needed, the resources required for the purpose; (C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the project and the achievement of its objectives; (D) (1) maintain a financial management system and prepare financial statements, both in a manner adequate to reflect the operations, resources and expenditures related to the project; and (2) at the request of the World Bank or the Borrower or the Project Implementing Entity, as the case may be, have such financial statements audited by independent auditors acceptable to the World Bank, and promptly furnish the statements as so audited to the Borrower, the World Bank and the Project Implementing Entity, as the case may be; (E) enable the Borrower, the Project Implementing Entity, the World Bank, as the case may be, to inspect the Sub-project, its operation and any relevant records and documents; and (F) prepare and furnish to the Borrower, the Project Implementing Entity, the World Bank, as the case may be, all such information as the Borrower, the Project Implementing Entity, World Bank, shall reasonably request relating to the foregoing.

E. Safeguards

1. The Borrower shall carry out the Project or cause it to be carried out by the Project Implementing Entity, in accordance with the provisions of the ESMS.

2. The Borrower shall ensure that all technical assistance 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 World Bank, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the World Bank's environmental and social safeguards policies and the Borrower's own laws relating to the environment and social aspects.

F. Expenditures to be Exclusively Financed with Counterpart Funds

1. The Borrower shall ensure that:

(a) the proceeds of the Loan are not utilized for any purchase/acquisition of land; and

(b) the following Project expenditures are financed exclusively out of the Borrower's own resources, or the resources of the Project Implementing Entity or if applicable

the resources of the Beneficiary(ies) and, to this end, the Borrower/Project Implementing Entity/Beneficiary(ies) as applicable shall provide, as promptly as needed, the resources required therefor, namely; (i) all resettlement and rehabilitation compensation and other assistance to Affected Persons, in accordance with the RAPs; (ii) Goods, Works, of the Project Implementing Entity including purchase of vehicles; (iii) interest during construction; and (iv) recurrent expenditures such as salaries other than as permitted under the Incremental Operating Costs, workshop allowances, sitting allowances, cash per diems, honoraria and fuel.

2. In the event of a conflict between the provisions of the Safeguards Instruments and those of this Agreement, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Borrower 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 the 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 one month after the end of the period covered by such report.

2. The Borrower 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 (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Borrower shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Borrower 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 Borrower. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

All goods, works, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article III of the Standard Conditions, this Section and such additional instructions as the World Bank may specify by notice to the Borrower (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, 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 Loan ("Category"), the allocations of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Sub-loans under Part 2.a of the Project	24,880,000	Up to 6% of total capital expenditure for utility scale solar PV sub-projects Up to 12% of total capital expenditure for rooftop PV sub-projects
(2) Non-consulting services and consulting services, Training and Incremental Operating Costs under Part 2.b of the Project	1,500,000	100%
TOTAL AMOUNT	**26,380,000**	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments under Category (1) or (2) unless:

   (a) for payments made prior to the Signature Date:

      (i) withdrawals up to an aggregate amount not to exceed two million two hundred and eighty thousand Dollars (USD2,280,000) may be made for payments made prior to this date but on or after April 1, 2018, for Eligible Expenditures under Category (1); and

(ii) withdrawals up to an aggregate amount not to exceed five hundred thousand Dollars (USD500,000) may be made for payments made prior to this date but on or after April 1, 2018, for Eligible Expenditures under Category (2).

(b) the Borrower submits evidence satisfactory to the Association showing that the Operations Manual has been submitted by IDCOL in a manner satisfactory to the Association.

(c) The Subsidiary Financing Agreement and the Subsidiary Grant Agreement has been executed on behalf of the Borrower and IDCOL and all conditions precedent to their effectiveness or to the right of the IDCOL to make withdrawals under these agreement/s (other than the effectiveness of this Agreement) have been fulfilled.

2. The Closing Date is January 31, 2024.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Loan repayable (expressed as a percentage)
On each January 1 and July 1:	
commencing July 1, 2029 to and including January 1, 2039	1%
commencing July 1, 2039 to and including January 1, 2059	2%

APPENDIX

Section I. Definitions

1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

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

3. "Environmental and Social Management Systems" and the acronym "ESMS" mean the Environmental and Social Management Systems, prepared by IDCOL, acceptable to the World Bank, duly disclosed on August 16, 2018, which sets forth the principles and procedures, governing, *inter alia*: (i) screening for eligible activities under the Project; (ii) screening for potential safeguard issues, including the required actions to prepare safeguard documents, including, *inter alia*: Environmental and Social Management Plans when required; and (iii) and the environmental protection measures, if any, required to be undertaken in order to avoid or mitigate potential adverse environmental impacts; as said framework and any annexes or schedules to such framework, as may be revised from time to time with the prior written approval of the World Bank.

4. "IDCOL" means the Infrastructure Development Company Limited, a government-owned non-banking financial institution established and existing under the Bangladesh Companies Act (1994).

5. "IDCOL's By-Laws" means IDCOL's Articles of Association as amended to the date of this Agreement.

6. "Incremental Operating Costs" means the reasonable costs required for the day-to-day coordination, administration and supervision of the Project Implementing Entity's Respective Part of the Project activities, including leasing and/or routine repair and/or maintenance of vehicles, equipment, facilities and office premises, office rent, office supplies, utilities, consumables, communication expenses, translation, printing, photocopying and postal expenses, bank charges, advertising expenses, insurance, costs of clearing, forwarding, inspection, survey and transportation of goods, Project-related meeting expenses, Project-related travel, expenses, and salaries of contracted Project staff of the Project Implementing Entity provided that such Incremental Operating Costs are paid to the eligible recipient through banking system (except for petty cash expenses following Borrower's existing policy).

7. "Operations Manual" means the operations manual to be adopted by the Project Implementing Entity referred to in Section I.B of the Schedule to the Project Agreement, containing detailed arrangements and procedures for the carrying out of the Project, including *inter alia* (a) the criteria to select Beneficiary(ies) (b) the procedures to select and appraise Sub-projects and (c) the model form of the Sub-Loan Agreement; as such manual may be revised from time to time with the written consent of the Association..

8. "Procurement Plan" means the Borrower's procurement plan for the Project, dated November 27, 2018 and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

9. "Procurement Regulations" means the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017.

10. "Project Agreement" means the agreement between the Association and IDCOL relating to the implementation of the Respective Part of the Project under the SCF.

11. "Project Implementing Entity" means for the purpose of this Agreement, IDCOL with which the World Bank will enter into a Project Agreement.

12. "REFF" means the Renewable Energy Financing Facility to be anchored within IDCOL's Renewable Energy Department for the purpose of providing Sub-Loans to Beneficiary(ies) for financing the Sub-Projects (as hereinafter defined).

13. "Respective Part of the Project" means:

(i) for the purposes of financing under the IDA Financing:

(a) in respect of EGCB: Part 1 of the Project; and

(b) in respect of IDCOL: Part 2 of the Project;

(ii) for the purposes of financing under the Strategic Climate Fund;

(c) in respect of IDCOL: Part 2 of the Project; and

(d) in respect of SREDA: Part 3 of the Project.

14. "SREP Design Document" is the design for the Scaling-up Renewable Energy Program, approved by the Strategic Climate Fund Trust Fund Committee and issued on June 1, 2009, and as said design may be amended from time to time in accordance with its terms.

15. "Scaling-up Renewable Energy Program" or "SREP" means the program established under the Strategic Climate Fund in accordance with the Governance Framework for the Strategic Climate Fund for the purposes set forth in the SREP Design Document.

16. "Sub-Loans" means any loan to be made or proposed to be made by IDCOL to a Beneficiary out of the proceeds of the Loan to finance a Sub-Project and "Sub-Loans" means collectively, all such loans.

17. "Sub-loan Agreement" means an agreement between IDCOL and the developer for the purpose of providing a Sub-loan for the Subproject.

18. "Sub-Project" means a specific investment identified and proposed by IDCOL or developers that are selected to be financed under Part 2 of the Project in accordance with criteria, requirements and procedures set out in the Operations Manual and the applicable Safeguard Instrument, and have been procured in accordance with the terms of this Agreement, including the Procurement Regulations and which is proposed to be carried out by a developer, in whole or in part through the utilization of the proceeds of a Sub-Loan, including but not limited to the following areas: (i) financing utility-scale solar PV sub-projects; and (ii) financing rooftop solar PV sub-projects and "Sub-Projects" shall refer collectively to all such Sub-Projects.

19. "Subsidiary Financing Agreement" shall mean the agreement referred to in Section I.B of the Schedule 2 to this Agreement pursuant to which the Borrower shall make part of the proceeds of the Loan to the Project Implementing Entity as a loan.

20. "Subsidiary Grant Agreement" shall mean the agreement referred to in Section I.B of the Schedule 2 to this Agreement pursuant to which the Borrower shall make part of the proceeds of the Loan to the Project Implementing Entity as a grant.

21. "Subsidiary Agreements" shall mean collectively the Subsidiary Financing Agreement and the Subsidiary Grant Agreement.

22. "Standard Conditions" means the Standard Conditions for Loans Made by the World Bank Out of the Climate Investment Funds, dated February 18, 2014, with the modifications set forth in Section II of this Appendix.

23. "Training" means the reasonable costs required for the participation of personnel involved in training activities, workshops and study tours under the Project which have been approved by the Association in writing, on a semi-annual basis, including: (a) travel, hotel, and subsistence costs for training, workshop and study tour participants provided that such allowances are paid directly to the eligible recipient using the banking system; (b) costs associated with rental of training and workshop facilities, preparation and reproduction of training and workshop materials, costs of academic degree studies, and other costs directly related to training course, workshop or study tour preparation and implementation provided that such costs are paid directly to the eligible recipient using the banking system, but excluding salaries of consultants, sitting and workshop allowances and honorarium of any other nature. In the event that the Association cannot be informed on a semi-annual basis, the prior approval of the Association in writing shall be taken on individual basis for any costs arising out of such training activities, workshops and study tours.