
LOAN NUMBER 3243-MON (SF)

LOAN AGREEMENT
(Special Operations)
(Skills for Employment Project)

between

MONGOLIA

and

ASIAN DEVELOPMENT BANK

DATED 8 APRIL 2015

MON 45010

**LOAN AGREEMENT
(Special Operations)**

LOAN AGREEMENT dated 8 APRIL 2015 between
MONGOLIA ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) the Borrower has applied to ADB for a loan for the purposes of the Project described in Schedule 1 to this Loan Agreement; and

(B) ADB has agreed to make a loan to the Borrower from ADB's Special Funds resources upon the terms and conditions set forth herein;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Loan Regulations; Definitions

Section 1.01. All provisions of the Special Operations Loan Regulations of ADB, dated 1 January 2006 ("Loan Regulations"), are hereby made applicable to this Loan Agreement with the same force and effect as if they were fully set forth herein.

Section 1.02. Wherever used in this Loan Agreement, the several terms defined in the Loan Regulations have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Loan Agreement have the following meanings:

(a) "Assessment and Certification Centers" means the assessment and certification centers established in the Priority Sectors and selected in accordance with the criteria set out Appendix 5 of the PAM;

(b) "CBT&A" means competency-based training and assessment;

(c) "Consulting Guidelines" means the Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers (2013, as amended from time to time);

(d) "Consulting Services" means the services to be financed out of the proceeds of the Loan as described in paragraph 3 of Schedule 1 to this Loan Agreement;

(e) "Gender Action Plan" or "GAP" means the gender action plan prepared for the Project, including any update thereto, and agreed to between the Project Executing Agency and ADB;

(f) “Goods” means equipment and materials to be financed out of the proceeds of the Loan, including related services such as transportation, insurance, installation, commissioning, training, and initial maintenance, but excluding Consulting Services;

(g) “Key Occupation” means a key occupation identified in accordance with the analysis set out in Appendix 10 of the PAM;

(h) “Loan Disbursement Handbook” means ADB’s Loan Disbursement Handbook (2012, as amended from time to time);

(i) “MECS” means the Borrower’s Ministry of Education, Culture and Science or any successor thereto;

(j) “MOL” means the Borrower’s Ministry of Labor;

(k) “Output 4” means the output of the Project as described in paragraph (d) of Schedule 1 to this Loan Agreement;

(l) “Outputs 1 to 3 (inclusive) and Output 5” means the outputs of the Project as described in paragraph 2(a) to (c) (inclusive) and paragraph (e) of Schedule 1 to this Loan Agreement;

(m) “PAM” means the project administration manual for the Project dated 7 November 2014 and agreed between the Borrower and ADB, as updated from time to time in accordance with the respective administrative procedures of the Borrower and ADB;

(n) “PIU” means the Project implementation unit established by MOL, to implement the Project and as described in the PAM;

(o) “Priority Sectors” means each of the following three sectors: Agriculture, Construction, Road and Transportation;

(p) “Procurement Guidelines” means ADB’s Procurement Guidelines (2013, as amended from time to time);

(q) “Procurement Plan” means the procurement plan for the Project dated 7 November 2014 and agreed between the Borrower and ADB, as updated from time to time in accordance with the Procurement Guidelines, the Consulting Guidelines, and other arrangements agreed with ADB;

(r) “Project Executing Agency” for the purposes of, and within the meaning of, the Loan Regulations means MOL or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Project;

(s) “Project facilities” means the facilities to be constructed, upgraded or renovated and the equipment to be provided under the Project;

(t) “Project Implementing Agencies” means: (i) MOL in respect of Outputs 1 to 3 (inclusive) and Output 5; and (ii) MECS in respect of Output 4;

(u) "Safeguard Policy Statement" means ADB's Safeguard Policy Statement (2009);

(v) "Selected TVET Providers" means TVET institutions selected by MOL in accordance with the criteria set out Appendix 6 of the PAM;

(w) "Technical Working Groups" means: (i) the technical working group established by MOL in respect of Outputs 1 to 3 (inclusive); and (ii) the technical working group established by MECS in respect of Output 4, established in each case to provide strategic, policy and coordination support for the Project as described in the PAM;

(x) "TVET" means technical and vocational education and training; and

(y) "Works" means construction or civil works to be financed out of the proceeds of the Loan, including services such as drilling or mapping, and project related services that are provided as part of a single responsibility or turnkey contract, but excluding Consulting Services.

ARTICLE II

The Loan

Section 2.01. ADB agrees to lend to the Borrower from ADB's Special Funds resources an amount in various currencies equivalent to sixteen million nine hundred and sixty-five thousand Special Drawing Rights (SDR16,965,000).

Section 2.02. (a) The Borrower shall pay to ADB an interest charge at the rate of 2% per annum during the grace period and thereafter, on the amount of the Loan withdrawn from the Loan Account and outstanding from time to time.

(b) The term "grace period" as used in subsection (a) hereinabove means the period prior to the first Principal Payment Date in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.03. The interest charge and any other charge on the Loan shall be payable semiannually on 15 February and 15 August in each year.

Section 2.04. The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.05. The currency of repayment of the principal amount of the Loan and the currency of payment of the interest charge for the purposes of Sections 4.03(a) and 4.04 of the Loan Regulations shall be the Dollar.

ARTICLE III

Use of Proceeds of the Loan

Section 3.01. The Borrower shall cause the proceeds of the Loan to be applied to the financing of expenditures on the Project in accordance with the provisions of this Loan Agreement.

Section 3.02. The proceeds of the Loan shall be allocated and withdrawn in accordance with the provisions of Schedule 3 to this Loan Agreement, as such Schedule may be amended from time to time by agreement between the Borrower and ADB.

Section 3.03. Except as ADB may otherwise agree, the Borrower shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to this Loan Agreement.

Section 3.04. Except as ADB may otherwise agree, the Borrower shall cause all items of expenditure financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

Section 3.05. Withdrawals from the Loan Account in respect of Goods, Works, and Consulting Services shall be made only on account of expenditures relating to:

- (a) Goods which are produced in and supplied from and Works and Consulting Services which are supplied from such member countries of ADB as shall have been specified by ADB from time to time as eligible sources for procurement; and
- (b) Goods, Works, and Consulting Services which meet such other eligibility requirements as shall have been specified by ADB from time to time.

Section 3.06. The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 30 November 2019 or such other date as may from time to time be agreed between the Borrower and ADB.

ARTICLE IV

Particular Covenants

Section 4.01. In the carrying out of the Project and operation of the Project facilities, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 5 to this Loan Agreement.

Section 4.02. (a) The Borrower shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with accounting principles acceptable to ADB; (iii) have such financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report (which includes the auditors' opinion on the financial statements, use of the Loan proceeds and compliance with the financial covenants of this Loan Agreement as well as on the use of the procedures for imprest fund and statement of expenditures) and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the end of each related fiscal year, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 30 days of the date of their receipt by posting them on ADB's website.

(c) The Borrower shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and the Borrower's financial affairs where they relate to the Project with the auditors appointed pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the Borrower, unless the Borrower shall otherwise agree.

Section 4.03. The Borrower shall enable ADB's representatives to inspect the Project, the Goods and Works, and any relevant records and documents.

ARTICLE V

Effectiveness

Section 5.01. The following is specified as an additional condition to the effectiveness of this Loan Agreement for the purposes of Section 9.01(f) of the Loan Regulations: the PIU shall have been established and staffed as required under the Project.

Section 5.02. A date 90 days after the date of this Loan Agreement is specified for the effectiveness of this Loan Agreement for the purposes of Section 9.04 of the Loan Regulations.

ARTICLE VI

Miscellaneous

Section 6.01. The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.02 of the Loan Regulations.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the Loan Regulations:

For the Borrower

Ministry of Finance
Government Building 2
S. Danzan Street 5/1
Ulaanbaatar 15160
Mongolia

Facsimile Number:

(976) 11-320274.

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

(632) 636-2444

(632) 636-2407.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

MONGOLIA

By



JARGALTULGA ERDENEBAT

Minister
Ministry of Finance

ASIAN DEVELOPMENT BANK

By



AYUMI KONISHI
Director General
East Asia Department

SCHEDULE 1

Description of the Project

1. The objective of the Project is to enhance the responsiveness of the TVET system to labor market demand in the Priority Sectors.
2. The Project shall comprise the following Outputs and activities thereunder:
 - (a) Output 1: Establishing an industry-driven TVET system in the Priority Sectors by developing occupational profile charts and standard documents for Key Occupations, strengthening the role of sector sub-councils and establishing Assessment and Certification Centers;
 - (b) Output 2: Upgrading Selected TVET Providers to implement CBT&A in the Priority Sectors by providing up-to-date equipment and tools for the Key Occupations, rehabilitating training facilities, delivering training programs to managers and teachers of the Selected TVET Providers and strengthening industry partnerships with the Selected TVET Providers;
 - (c) Output 3: Establishing systems for training TVET managers and teachers for Key Occupations in the Priority Sectors by developing a training program for managers in industry-driven TVET management and developing technical and vocational skills training programs for teachers in Key Occupations;
 - (d) Output 4: Supporting career guidance and technology-specialized schools in secondary education by implementing the career guidance modules in the 8th and 9th grade civic education curriculum and establishing independent senior secondary schools with occupation-oriented technology elective courses;
 - (e) Output 5: Establishing an effective Project management system and developing the capacity of the Project Executing Agency and Project Implementing Agencies to undertake Project implementation and monitoring and evaluation activities.
3. The Project will finance Consulting Services for CBT&A development, TVET management and technical and vocational skills training, upgrading TVET facilities, Project implementation start-up activities and guidance and advice on communications, gender, equipment, careers, senior secondary education, agricultural technology subject matter, construction technology subject matter, mechanical technology subject matter, electrical technology subject matter and monitoring and evaluation activities.
4. The Project is expected to be completed by 31 May 2019.

SCHEDULE 2**Amortization Schedule****(Skills for Employment Project)**

<u>Date Payment Due</u>	<u>Payment of Principal</u> <u>(expressed in Special Drawing Rights)*</u>
15 February 2020	424,125
15 August 2020	424,125
15 February 2021	424,125
15 August 2021	424,125
15 February 2022	424,125
15 August 2022	424,125
15 February 2023	424,125
15 August 2023	424,125
15 February 2024	424,125
15 August 2024	424,125
15 February 2025	424,125
15 August 2025	424,125
15 February 2026	424,125
15 August 2026	424,125
15 February 2027	424,125
15 August 2027	424,125
15 February 2028	424,125
15 August 2028	424,125
15 February 2029	424,125
15 August 2029	424,125
15 February 2030	424,125
15 August 2030	424,125
15 February 2031	424,125
15 August 2031	424,125
15 February 2032	424,125
15 August 2032	424,125
15 February 2033	424,125
15 August 2033	424,125
15 February 2034	424,125
15 August 2034	424,125
15 February 2035	424,125
15 August 2035	424,125
15 February 2036	424,125
15 August 2036	424,125
15 February 2037	424,125
15 August 2037	424,125
15 February 2038	424,125
15 August 2038	424,125

<u>Date Payment Due</u>	<u>Payment of Principal</u> <u>(expressed in Special Drawing Rights)*</u>
15 February 2039	424,125
15 August 2039	424,125
Total	16,965,000

* The arrangements for payment are subject to the provisions of Sections 3.04 and 4.03 of the Loan Regulations.

SCHEDULE 3**Allocation and Withdrawal of Loan Proceeds**General

1. The table attached to this Schedule sets forth the Categories of items of expenditure to be financed out of the proceeds of the Loan and the allocation of the Loan proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category or Subcategory of the Table.)

Basis for Withdrawal from the Loan Account

2. Except as ADB may otherwise agree, the proceeds of the Loan shall be disbursed on the basis of the withdrawal percentage for each item of expenditure set forth in the Table.

Reallocation

3. Notwithstanding the allocation of Loan proceeds and the withdrawal percentages set forth in the Table,

(a) if the amount of the Loan allocated to any Category appears to be insufficient to finance all agreed expenditures in that Category, ADB may, by notice to the Borrower, (i) reallocate to such Category, to the extent required to meet the estimated shortfall, amounts of the Loan which have been allocated to another Category but, in the opinion of ADB, are not needed to meet other expenditures, and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the withdrawal percentage applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made; and

(b) if the amount of the Loan allocated to any Category appears to exceed all agreed expenditures in that Category, ADB may, in consultation with the Borrower, reallocate such excess amount to any other Category.

Disbursement Procedures

4. Except as ADB may otherwise agree, the Loan proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.

TABLE

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS (Skills for Employment Project)			
Number	Item	Total Amount Allocated for ADB Financing (SDR)	Basis for Withdrawal from the Loan Account
	Category		
1	Works	1,561,000	100% of total expenditure claimed
2	Equipment	12,287,000	100% of total expenditure claimed
3	Printing / Materials	424,000	100% of total expenditure claimed
4	Workshops	222,000	100% of total expenditure claimed
5	Training	402,000	100% of total expenditure claimed
6	Consulting Services	647,000	100% of total expenditure claimed
7	Project Management	885,000	100% of total expenditure claimed
8	Recurrent Costs	36,000	100% of total expenditure claimed
9	Financing Charges	501,000	100% of total amounts due
	Total	16,965,000	

SCHEDULE 4

Procurement of Goods, Works and Consulting Services

General

1. The procurement of Goods, Works and Consulting Services shall be subject to and governed by the Procurement Guidelines, and the Consulting Guidelines, respectively.
2. All terms used in this Schedule and not otherwise defined in this Loan Agreement have the meanings provided in the Procurement Guidelines and/or the Consulting Guidelines, as applicable.

Goods and Works

3. Except as ADB may otherwise agree, Goods and Works shall only be procured on the basis of the methods of procurement set forth below:
 - (a) International Competitive Bidding;
 - (b) National Competitive Bidding; and
 - (c) Shopping.
4. The methods of procurement are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Borrower may only modify the methods of procurement or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.

Domestic Preference

5. The Borrower may grant a margin of preference in the evaluation of bids under international competitive bidding in accordance with paragraphs 2.55(a) and 2.56 of the Procurement Guidelines for domestically manufactured Goods.

National Competitive Bidding

6. The Borrower and ADB shall ensure that, prior to the commencement of any procurement activity under national competitive bidding, the Borrower's national competitive bidding procedures are consistent with the Procurement Guidelines. Any modifications or clarifications to such procedures agreed between the Borrower and ADB shall be set out in the Procurement Plan. Any subsequent change to the agreed modifications and clarifications shall become effective only after approval of such change by the Borrower and ADB.

Consulting Services

7. Except as ADB may otherwise agree, and except as set forth in the paragraph below, the Borrower shall apply quality- and cost-based selection for selecting and engaging Consulting Services.

8. The Borrower shall apply the following method for selecting and engaging the specified Consulting Services, in accordance with, among other things, the procedures set forth in the Procurement Plan: Consultants' Qualifications Selection for (i) TVET management and technical and vocational skills training; and (ii) upgrading TVET facilities.

9. The Borrower shall recruit individual consultants for Project implementation start-up activities, and guidance and advice on communications, equipment, careers, senior secondary education, agricultural technology subject matter, construction technology subject matter, mechanical technology subject matter, electrical technology subject matter and monitoring and evaluation activities, in each case in accordance with procedures acceptable to ADB for recruiting individual consultants.

Industrial or Intellectual Property Rights

10. (a) The Borrower shall ensure that all Goods and Works procured (including without limitation all computer hardware, software and systems, whether separately procured or incorporated within other goods and services procured) do not violate or infringe any industrial property or intellectual property right or claim of any third party.

(b) The Borrower shall ensure that all contracts for the procurement of Goods and Works contain appropriate representations, warranties and, if appropriate, indemnities from the contractor or supplier with respect to the matters referred to in subparagraph (a) of this paragraph.

11. The Borrower shall ensure that all ADB-financed contracts with consultants contain appropriate representations, warranties and, if appropriate, indemnities from the consultants to ensure that the Consulting Services provided do not violate or infringe any industrial property or intellectual property right or claim of any third party.

ADB's Review of Procurement Decisions

12. Contracts procured under international competitive bidding procedures, the first contracts procured under national competitive bidding procedures and contracts for Consulting Services shall be subject to prior review by ADB, unless otherwise agreed between the Borrower and ADB and set forth in the Procurement Plan.

SCHEDULE 5

Execution of Project; Financial Matters

Implementation Arrangements

1. The Borrower, through the Project Executing Agency and Project Implementing Agencies, shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by the Borrower and ADB. In the event of any discrepancy between the PAM and this Loan Agreement, the provisions of this Loan Agreement shall prevail.
2. The Borrower, through the Project Executing Agency and Project Implementing Agencies, shall ensure that the Technical Working Groups are established promptly after the Effective Date, and that meetings of the Technical Working Groups are convened as and when needed to ensure timely, strategic, policy and coordination support for Project implementation by staff with the requisite seniority, skills and expertise.
3. The Borrower, through the Project Executing Agency and Project Implementing Agencies, shall ensure that all Works under the Project are designed and constructed in accordance with national standards and specifications and that the construction supervision, quality control, contract management, and completion inspection and acceptance follow all applicable national laws and regional and local regulations.

Counterpart Support

4. Without limiting the generality of Section 6.06 of the Loan Regulations, the Borrower shall ensure that adequate counterpart funds are made available to the Project on a timely basis to enable the Project Executing Agency and Project Implementing Agencies to discharge their respective responsibilities under the Project and to cover any shortfall in funds for the completion of the Project. In particular, the Borrower shall, through the Project Executing Agency and Project Implementing Agencies, ensure that adequate counterpart funds are made available to finance each category and item of recurrent costs of the Project, as described in the PAM.

Safeguards

5. The Borrower shall ensure that the Project does not have any environmental, indigenous peoples or involuntary resettlement impacts, all within the meaning of ADB's Safeguard Policy Statement (2009). In the event that the Project does have any such impact, the Borrower shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower and with ADB's Safeguard Policy Statement.

Health and Labor Standards

6. The Borrower shall, and shall cause the Project Executing Agency and the Project Implementing Agencies to, ensure that Works contracts and bidding documents under the Project include specific provisions requiring contractors to comply with all core labor standards and the applicable labor laws and regulations including stipulations related to

employment on: (a) prohibition of child labor; (b) equal pay for equal work of equal value regardless of gender, ethnicity or caste; (c) timely payment of wages; (d) elimination of forced labor; (e) use local unskilled labor, as applicable; and (f) the requirement to disseminate information on sexually transmitted diseases including HIV/AIDS to employees and local communities surrounding the Project sites. The Borrower shall, and shall cause the Project Executing Agency and the Project Implementing Agencies to ensure that records of labor employment are properly maintained and tracked in the Project performance management system.

Gender and Development

7. The Borrower shall, through the Project Executing Agency and the Project Implementing Agencies, ensure that (a) the GAP is implemented in accordance with its terms; (b) the bidding documents and contracts include relevant provisions for contractors to comply with the measures set forth in the GAP; (c) adequate resources are allocated for implementation of the GAP; and (d) progress on implementation of the GAP, including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB.

Development Coordination

8. The Borrower shall, ensure that the Project Executing Agency and the Project Implementing Agencies keep ADB informed of discussions with other multilateral and bilateral aid agencies that may have implications for the implementation of the Project including relating to any institutional and sector restructuring and shall share all such related documents with ADB including to the maximum extent permissible, all such documents of development partners. The Borrower shall provide ADB with an opportunity to comment on any resulting policy reforms which could affect the Project, and shall take into account ADB's views before finalizing and implementing any such proposals.

Governance and Anticorruption

9. The Borrower shall and shall ensure that the Project Executing Agency and the Project Implementing Agencies (a) comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the Project; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

10. The Borrower, through the Project Executing Agency and the Project Implementing Agencies, shall ensure that (a) anticorruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the Project Executing Agency and the Project Implementing Agencies and all contractors, suppliers, consultants, and other service providers as they relate to the Project; (b) periodic inspection of Project contractors is undertaken to ensure that fund withdrawal and settlement procedures are followed; and (c) a Project website is established within 12 months of the Effective Date, accessible by the general public, to disclose information about various matters concerning the Project, including general Project information, procurement, Project progress, and contact details in

the English and Mongolian languages. The website will also provide a link to ADB's Integrity Unit (<http://www.adb.org/Integrity/complaint.asp>) for reporting to ADB any grievances or allegations of corrupt practices arising out of the Project and Project activities. With regard to procurement, the website shall include information on the list of participating bidders, name of the winning bidder, basic details on bidding procedures adopted, amount of contract awarded, and the list of Goods, Works and Consulting Services procured. The Project Executing Agency shall permit any bidder to request an explanation as to why a bid was unsuccessful and the Project Executing Agency shall respond promptly. The website will be updated regularly. In addition to the web-based disclosure, stakeholders will be provided by the Project Executing Agency with detailed information on procurement on public notice boards in their respective areas.

Grievance Redress Mechanism

11. The Borrower shall ensure that within 3 months of the Effective Date, a grievance redress mechanism acceptable to ADB is established for non-safeguards complaints in accordance with the PAM. In each case, such grievance redress mechanism shall function to (i) review and document eligible complaints of Project stakeholders; (ii) proactively address grievances; (iii) provide the complainants with notice of the chosen mechanism and/or action; and (iv) prepare and make available to ADB upon request periodic reports to summarize (a) the number of complaints received and resolved, (b) chosen actions, and (c) final outcomes of the grievances and make these reports available to ADB upon request. Eligible non-safeguards complaints include those related to the Project, any of the service providers, any person responsible for carrying out the Project, complaints on misuse of funds and other irregularities as well as gender issues.

Prohibited Investments

12. The Borrower shall ensure that no proceeds of the Loan are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the Safeguard Policy Statement.