

**OFFICIAL
DOCUMENTS**

**CREDIT NUMBER 5787-GM
GRANT NUMBER D1140-GM**

Financing Agreement

(Electricity Support Project)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated May 26, 2016

**CREDIT NUMBER 5787-GM
GRANT NUMBER D1140-GM**

FINANCING AGREEMENT

AGREEMENT dated May 26, 2016, entered into between REPUBLIC OF THE GAMBIA (“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) 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 General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant and a credit (collectively, “Financing”) in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
 - (a) an amount equivalent to four million four hundred thousand Special Drawing Rights (SDR 4,400,000) (“Grant”); and
 - (b) nine million one hundred thousand Special Drawing Rights (SDR 9,100,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are March 15th and September 15th in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following: namely, that the Project Implementing Entity's Legislation 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.
- 4.02. The Additional Event of Acceleration consists of the following: namely, that the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity; and
 - (b) The Recipient has adopted a Project Implementation Manual acceptable to the Association.
- 5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05(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 date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its minister responsible for finance.

6.02. The Recipient's Address is:

Ministry of Finance and Economic Affairs
The Quadrangle,
Banjul, The Gambia

Telephone:

+220 4227221/4227529

Facsimile:

+2204227954

Email:

info@mofea.gov.gm
ddm@mofea.gov.gm

6.03. The Association's Address is:

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

Cable:

INDEVAS
Washington, D.C.

Telex:

248423 (MCI)

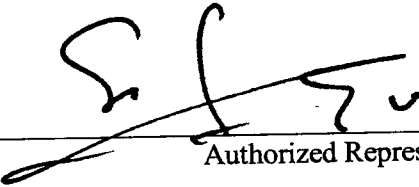
Facsimile:

1-202-477-6391

AGREED at Washington, D.C., United States of America, as of the day and year first above written.

REPUBLIC OF THE GAMBIA

By

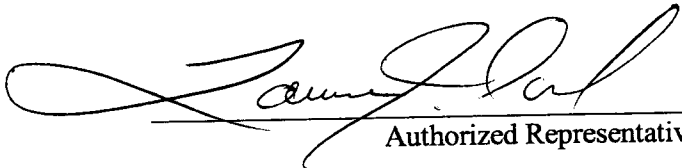

Authorized Representative

Name: Sheikh Omar Faye

Title: Ambassador

INTERNATIONAL DEVELOPMENT ASSOCIATION

By


Authorized Representative

Name: Louise J. Card

Title: Country Director

SCHEDULE 1

Project Description

The objective of the Project is to increase the availability and reliability of electricity supply for existing customers.

The Project consists of the following parts:

A. Expansion of Available Generation Capacity at Kotu and Brikama

1. Replacing the existing group 8 heavy fuel oil engine at Power House D of the Kotu power plant, and installing an additional second-hand heavy fuel oil engine (as group 7) at Power House I of the Brikama power plant.
2. Rehabilitating the group 1 engine of Power House I in the Brikama power plant.
3. Rehabilitation of damaged electrical and mechanical equipment in Power Houses A, B and D of the Kotu power plant in order to restore their functionality, provide operation reliability and improve the power plant's efficiency.

B. Reduction of Technical and Commercial Losses in the Greater Banjul Area

1. Supporting a program of activities to upgrade and rehabilitate the transmission and distribution network in the Greater Banjul Area, including: (a) installing new transformers and upgrading existing transformers; (b) replacing conductors, distribution feeder pillars and other auxiliaries; (c) upgrading and rehabilitating distribution systems; (d) replacing switchgears; and (e) installing capacitor banks.
2. Supporting a program of activities to improve electricity metering, including: (a) installing 300 big consumer meters and 13,000 new prepayment meters; and (b) acquiring calibration equipment for meters.

C. Institutional Strengthening and Project Implementation Support

1. Strengthening the technical, financial management, procurement and managerial capacity of the Project Implementing Entity by assessing the Project Implementing Entity's capacity and carrying out the necessary reforms, and identifying the requirements of an IT system that would integrate various areas of the Project Implementing Entity's business including accounting, billing, payroll and stock, and separating the electricity, water and sewerage accounts.
2. Acquiring and installing the IT system identified under Part C.1 above.
3. Providing technical assistance for the supervision of the carrying out of the activities under Parts A and B of the Project, including for: (a) verification of

technical specifications and materials; (b) issuance of periodic advance reports; (c) supervision of commissioning activities; and (d) certification of project advance and periodic invoicing.

4. Providing technical assistance to train staff of the Project Implementing Entity on SCADA systems, and carrying out strategic studies including a study on the fiscal and financial restructuring for the Project Implementing Entity.
5. Providing technical assistance to carry out external audits for the Project and for implementing the ESMP.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Steering Committee

- (a) Not later than three (3) months after the Effective Date, the Recipient shall establish, and thereafter maintain, throughout the implementation of the Project, a steering committee ("Steering Committee"), with a composition, mandate, and resources satisfactory to the Association.
- (b) Without limitation to sub-paragraph (a) immediately above, the Steering Committee shall be responsible for providing strategic guidance and oversight to ensure prompt and efficient implementation of the Project, in accordance with the provisions of the Project Implementation Manual.

2. Project Management Team

- (a) The Recipient shall maintain, throughout the implementation of the Project, a project management team ("Project Management Team") within the Project Implementing Entity, with functions, staffing, resources and responsibilities satisfactory to the Association including a project coordinator, a financial management specialist, an accountant, a procurement specialist, a generation engineer, transmission and distribution engineer, a monitoring and evaluation specialist, and a safeguards specialist (environmental and social specialist).
- (b) Without limitation to sub-paragraph (a) immediately above, the Project Management Team shall be responsible for day-to-day administration of overall planning, coordination, the technical, fiduciary (i.e. procurement and financial management), environmental and social safeguards compliance, monitoring, evaluation, reporting and communication of the activities under the Project, all in accordance with the provisions of this Agreement, the Project Agreement and the Project Implementation Manual.

B. Subsidiary Agreement

- 1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity on a grant basis under a subsidiary agreement between the Recipient and the Project Implementing

Entity (“Subsidiary Agreement”), under terms and conditions approved by the Association, which shall include those set forth in Schedule 4 to this Agreement.

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Project Implementation Manual

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of a manual satisfactory to the Association (“Project Implementation Manual”), which shall include: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguard guidelines; (e) monitoring, evaluation, reporting and communication; and (f) such other administrative, financial, technical, and organizational arrangements and procedures as shall be required for the Project.
2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual without the prior written agreement of the Association; provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement and the Project Agreement, the provisions of this Agreement and the Project Agreement shall prevail.

D. Annual Work Plan and Budget

1. The Recipient shall cause the Project Implementing Entity to prepare, under terms of reference satisfactory to the Association, and furnish to the Association not later than October 31 in each calendar year (with the exception of 2016, year in which the referred date of submission will be August 1st), for the Association’s consideration, a proposed work plan of activities to be included in the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan therefor.
2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient and the Project Implementing Entity on each such proposed plan and budget, and thereafter ensure that the Project is implemented with due diligence and efficiency in accordance with such work plan and budget as said work program and budget shall have been approved by the Association (“Annual Work Plan and Budget”).

E. Anti-Corruption

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

F. Environmental and Social Safeguards

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the ESMP, including the guidelines, rules and procedures defined in the ESMP, and that the measures required in the ESMP are carried out in a timely manner.
2. Without limitation to its other reporting obligations under this Agreement and under Section 4.08 of the General Conditions, the Recipient shall include in the Project Reports referred to in Section II.A of this Schedule adequate information on the implementation of the ESMP, giving details of:
 - (a) measures taken in furtherance of the ESMP;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMP;
 - (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of the ESMP; and
 - (d) afford the Association a reasonable opportunity to exchange views with the Recipient and the Project Implementing Entity on such reports. Each such report shall be furnished to the Association not later than forty-five (45) days after the end of the calendar quarter covered by such report.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the Association not later than forty-five (45) after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.
4. The Recipient shall cause the Project Implementing Entity to carry out the following activities in a manner satisfactory to the Association: (a) not later than (3) months after the Effective Date, set-up an accounting software for financial management of the Project; and (b) not later than six (6) months after the Effective Date, recruit an external auditor in accordance with the provisions of Section III of this Schedule.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

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

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Shopping; (b) Direct Contracting; and (c) National Competitive Bidding, subject to the following additional provisions:
 - (i) Prospective bidders shall be provided four (4) weeks, from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, for the preparation and submission of bids;
 - (ii) Bidding documents acceptable to the Association shall be used, and shall be prepared so as to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines;
 - (iii) Invitation for bids shall be advertised in national newspapers with wide circulation, or in the official gazette provided that it is of wide circulation, or on widely used website or electronic portal with free national and international access;
 - (iv) Bids shall be submitted in a single envelope;
 - (v) Bid evaluation criteria, bidder qualifications criteria, and the contract award criteria shall be clearly specified in the bidding documents;
 - (vi) No margin of preference shall be granted to domestic bidders;
 - (vii) Eligible bidders, including foreign firms, shall not be excluded from the bidding;
 - (viii) The procedures shall include the publication of the results of evaluation and of the contract award;
 - (ix) The bidding document and contract as deemed acceptable by the Association shall include provisions stating the Association's policy to sanction firms and individuals found to have engaged in fraud and corruption as defined in the Procurement Guidelines; and

- (x) Each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, staff, consultants, services providers, or suppliers, shall permit the Association to inspect all accounts, records and other documents relating to the submission of bids and contracts performance, and to have them audited by auditors appointed by the Association. Acts intended to materially impede the exercise of the Association's inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Procurement Guidelines.

C. Particular Methods of Procurement of Consultants' Services

- 1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
- 2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Selection based on Consultants' Qualifications; (c) Single-source Selection of consulting firms; (d) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (e) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

- 1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association 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 Financing ("Category"), the allocations of the amounts of the Credit and of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Credit Allocated (expressed in SDR)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed from the Credit (inclusive of Taxes)	Percentage of Expenditures to be Financed from the Grant (inclusive of Taxes)
Goods, works, non-consulting services, consultants' services, Training and Operating Costs for the Project	9,100,000	4,400,000	67%	33%
TOTAL AMOUNT	9,100,000	4,400,000		

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is May 31, 2021.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each September 15th and March 15th, commencing September 15, 2022 to and including March 15, 2054	1.5625%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

SCHEDULE 4

Terms and Conditions of the Subsidiary Agreement

The Subsidiary Agreement shall include the following provisions:

A. Obligations of the Project Implementing Entity

1. the requirement that the Project Implementing Entity: (a) carries out the fiduciary (i.e., financial and procurement) management, monitoring and evaluation of compliance with environmental and social safeguards under the Project; (b) manages the Project with due diligence and efficiency, in conformity with appropriate administrative, financial, technical, environmental and social standards acceptable to the Association, and provides, or causes to be provided, promptly as needed, the facilities, services and other resources required for the purpose;
2. the obligation of the Project Implementing Entity to: (a) comply, and to ensure compliance with, the procedures for procurement of goods, works, non-consulting services and consultants' services set forth in Section III of Schedule 2 to this Agreement; and (b) ensure that all such goods, works, non-consulting services and consultants' services, are used solely for the purpose of the Project;
3. the requirement that the Project Implementing Entity fully collaborates with the Recipient in order to permit timely compliance with the requirements set forth in Section II.A and II.B of Schedule 2 to this Agreement, including that the Project Implementing entity: (a) maintains policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Project and the achievement of the Project's objectives; (b) (i) maintains a financial management system and prepares financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project, and (ii) have such financial statements audited annually by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnishes the statements as so audited to the Recipient and the Association; (c) enables the Recipient and the Association to inspect the Project, its operation and any relevant records and documents; and (d) prepares and furnishes to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing;
4. the obligation of the Project Implementing Entity to exchange views with the Recipient and the Association with regard to the progress of the Project, and the performance of its obligations under the Subsidiary Agreement;

5. the obligation of the Project Implementing Entity to comply with the provisions of the Anti-Corruption Guidelines;
6. the obligation of the Project Implementing Entity not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Subsidiary Agreement or any provision thereof, unless previously agreed to by the Recipient and the Association; and
7. the obligation of the Project Implementing Entity to take or permit to be taken all actions to enable the Recipient to comply with its obligations under this Agreement and/or the Subsidiary Agreement, as the case may be.

B. Obligations of the Recipient:

1. to promptly disburse to the Project Implementing Entity the proceeds of the Financing to finance the carrying out of the Project with due diligence and efficiency;
 2. to take or permit to be taken all action to enable the Project Implementing Entity to comply with its obligations under the Project Agreement and/or the Subsidiary Agreement, as the case may be;
 3. to ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines; and
 4. not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Subsidiary Agreement or any provision thereof, unless as may otherwise be agreed by the Association.
- C.** The right of the Recipient to take remedial actions against the Project Implementing Entity in case the Project Implementing Entity shall have failed to comply with any of its obligations under the Subsidiary Agreement.

APPENDIX

Section I. Definitions

1. “Annual Work Plan and Budget” means the annual work plan and budget approved by the Association and adopted by the Recipient in accordance with the provisions of Section I.D of Schedule 2 to this Agreement, as said work plan and budget may be modified from time to time with the prior written agreement of the Association.
2. “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.
3. “Brikama” means the Brikama area in the Great Banjul Area.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
6. “Environmental and Social Management Plan” or “ESMP” means an environmental and social management plan dated July 2015 and its addendum dated February 2016, disclosed in the Recipient’s territory on August 5, 2015, and March 2, 2016, and in the Association’s InfoShop on August 6, 2015, and on March 3, 2016, giving details of measures appropriate or required to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental and social impacts, or reduce such impacts to acceptable levels, together with budget and costs estimates, sources of funding, adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the referred environmental and social management plan, as the same may be amended from time to time with the prior written agreement of the Association.
7. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
8. “Kotu” means the Kotu neighborhood in the great Banjul area.
9. “NAWEC” means the National Water and Electricity Company Limited, or any successor thereto.
10. “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plan and Budget approved by the

Association pursuant to Section I.D of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication and insurance costs, office administration costs, utilities, travel, per diem and supervision costs of locally contracted employees, excluding the salaries of the Recipient's civil servants and the salaries of the Project Implementing Entity's staff (other than consultants hired to work exclusively on the Project).

11. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
12. "Procurement Plan" means the Recipient's procurement plan for the Project, dated March 9th and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
13. "Project Agreement" means, with reference to paragraph 41 of the Appendix to the General Conditions, the project agreement of the same date as this Agreement between the Project Implementing Entity and the Association.
14. "Project Implementing Entity" means NAWEC (as herein defined).
15. "Project Implementing Entity's Legislation" means the Companies Act 2013, including any legal or regulatory enactments upon which such instrument is based, or any licenses granted to the Project Implementing Entity related to the Project, all as in force on the date of this Agreement.
16. "Project Implementation Manual" means the manual satisfactory to the Association, referred to in Section I.C of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
17. "Project Management Team" means the project management team referred to in Section I.A.2 of Schedule 2 to this Agreement.
18. "Power House" means each separate building, within a power plant, that hosts group engines that generate electricity.
19. "SCADA" means Supervisory Control And Data Acquisition, a system to control and supervise the electricity flow being dispatched from an electrical system.
20. "Steering Committee" means the steering committee referred to in Section I.A.1 of Schedule 2 to this Agreement.

21. "Subsidiary Agreement" means the agreement referred to in Section B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.
22. "Training" means the cost associated with training, workshops and study tours, based on the Annual Work Plan and Budget approved by the Association pursuant to Section I.D of Schedule 2 to this Agreement, for reasonable expenditures (other than expenditures for consultants' services), including: (a) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.