

Public Disclosure Authorized

OFFICIAL DOCUMENTS

CREDIT NUMBER 5778-TZ

Financing Agreement

(Citizen-Centric Judicial Modernization and Justice Service Delivery Project)

between

Public Disclosure Authorized

THE UNITED REPUBLIC OF TANZANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 28, 2016

CREDIT NUMBER 5778-TZ

FINANCING AGREEMENT

AGREEMENT dated June 28, 2016, entered into between THE UNITED REPUBLIC OF TANZANIA ("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 credit in an amount equivalent to forty seven million one hundred thousand Special Drawing Rights (SDR 47,100,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 August 15 and February 15 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 objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article IV of the General Conditions.
- 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 —TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.02. 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 V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. The Recipient's Address is:

1 Madaraka Street
P.O. Box 9111
11468 Dar es Salaam
The United Republic of Tanzania

Facsimile:

(255) 222 11 0326

- 5.03. The Association's Address is:

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


Telex: Facsimile:

248423 (MCI) 1-202-477-6391

AGREED at Dar es Salaam Tanzania, as of the
day and year first above written.

THE UNITED REPUBLIC OF TANZANIA

By



Authorized Representative

Name: Dr. S.B. Likwala

Title: Permanent Secretary

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: BELLA BIRD

Title: COUNTRY DIRECTOR

SCHEDULE 1

Project Description

The objective of the Project is to improve the efficiency and transparency of, and access to, selected citizen-centric justice services.

The Project consists of the following components:

Component 1: Governance, Organization, and Systems Development

Improve court efficiency and modernize court administration by strengthening planning, human resources, simplifying governing rules, modernizing record keeping, improving staff productivity, de-concentrating functions, and leveraging technology for the introduction of e-justice services and the production of statistics and information to citizens and businesses, through the following sub-components:

Sub-Component 1.1. Strengthen Court Administration and Support Project Management

Improve the judiciary's institutional management and provide support for the implementation and oversight of the Project through: (i) provision of capacity support to the Office of the Chief Justice, the Office of the Principal Judge, the Office of the Chief Court Administrator, and the Office of the Chief Registrar for the implementation of the Judiciary Administration Act of 2011, with respect to the new court administration systems including for planning, human resource recruitment, administrative inspection, communication, statistics, budgeting, and inter- and intra-institutional coordination; and (ii) provision of support to the Judiciary Reform Team (JRT), including its delivery unit, and for undertaking day-to-day Project implementation activities and performing reporting functions to the Judiciary Steering Committee (JSC) responsible for the oversight and monitoring of the Project.

Sub-Component 1.2. Simplify Rules and Procedures for Court Cases

Mainstream the work of the judiciary's Rules Committee and other chief justice's committees to simplify bottlenecks in case processing, especially for commercial matters through: (i) regularly taking stock of procedural rules, and submitting amendments and recommendations to the Chief Justice for approval to address procedural gaps, while identifying those recommendations that do not require legislative approval; and (ii) disseminating the new rules, and training judges, magistrates, staff, and other stakeholders.

Sub-Component 1.3. Clear Backlogs in High Courts and Subordinate Courts in all Jurisdictions

Reduce the number of pending cases through: (i) supporting the design of a backlog clearance program by identifying relevant case files for inclusion, estimating human and financial requirements, and compiling and publishing cause lists; (ii) conducting bench-bar and case-flow management strategic meetings, engaging judges and magistrates with extended jurisdiction, and carrying out relevant training; (iii) implementing a backlog clearance program by improving communication system to parties and stakeholders, promoting ADR, conducting consecutive hearings, delivering judgments immediately after trials, evaluating progress, and disseminating results.

Sub-Component 1.4. Modernize Court Records and Introduce e-Case Management

Improve the integrity of court records, the efficiency of case processing, and the availability of judicial information by leveraging technology and new work methods through: (i) the streamlining and reorganization of record keeping in all courts; (ii) the refining of time standards and the establishment of sanctions to ensure compliance with court orders; (iii) the implementation of an integrated e-justice system for case management and tracking (including e-filing, e-fees, e-notification, e-records, e-recording of evidence, e-decision publication, e-feedback, and e-performance), including the setting up of a judiciary data center and video conferencing facilities, and the further modernization of the commercial court ICT systems; (iv) the setting of standards and outlining of mechanisms for handling high profile cases and large economic investment disputes in order to manage institutional risks and to communicate to the public; (v) the establishment of a records management system for completed cases and setting of - schedules and implementation program for archival and disposal of cases and non-related case records; and (vi) the development of a change management program for judges, staff, advocates, and other stakeholders to improve timeliness in case processing.

Component 2: Skills Development, Inspection, and Performance Management

Strengthen training and skills of the judiciary and its stakeholders and operationalize the work of the Directorate of Inspections by implementing a system of judicial performance monitoring and promoting a robust mechanism for obtaining citizen feedback on court services, through the following sub-components:

Sub-Component 2.1. Skills Training and Knowledge

Training to upgrade the skills of judges, staff, and stakeholders for effective service delivery through: (i) conducting systematic training for judicial and non-judicial

staff and justice sector stakeholders by reviewing the curriculum of existing programs offered by the Institute for Judicial Administration (IJA), adding new continuing education courses, providing physical infrastructure (including e-learning) for the delivery of training in the Integrated Justice Centers to be built in Selected Cities, and formalizing partnership agreements with local universities and international judicial training institutions for at-scale delivery; and (ii) the carrying-out of training impact assessments.

Sub-Component 2.2. Judiciary Inspection, Supervision and Performance Evaluation of Judicial and Non-Judicial Functions

Strengthening the performance evaluation and inspection of judicial officials and the institutional supervision of court officers, in coordination with stakeholders through: (i) rolling out a performance evaluation system for judges, court managers and court officials (except for the Court of Appeal) including an e-feedback portal for the Directorate of Inspections; (ii) establishing a unit in the judiciary that deals with the day-to-day work of Advocates and Court Brokers, recruits resources, offers training, and prepares an SMS feedback system; (iii) increasing the number of Court Brokers serving urban and rural areas in court decision enforcement; (iv) providing support to the Tanganyika Law Society and the Court Brokers Association to strengthen their professional oversight and operations, in line with the provisions of the Judiciary Administration Act of 2011 and applicable norms; and (v) strengthening the judiciary's departments through capacity building, skills development, working tools and facilities for systematic monitoring and evaluation of activities and programs.

Component 3: Access to Justice and Public Trust

Expand the current avenues of accessing justice and building citizen trust by promoting innovations that bring justice services closer to the people, through the following sub-components:

Sub-Component 3.1: Public Education and Accountability.

Improve the availability of court information to citizens and businesses and provide them with mechanisms for offering feedback through: (i) designing and implementing court user information campaigns in Swahili and English, targeting the general public, tourists, truckers, and SMEs, especially through community radio stations, television, and mobile courts and in partnership with civil society and SME business associations, the Tanganyika Law Society, and justice sector institutions; (ii) designing and implementing a student education module in Swahili and English on the role of courts in development, as part of the secondary school civics curriculum in partnership with the Ministry of Education and justice sector entities; (iii) disseminating court of record decisions, court user guides, court statistics, court schedules, and court calendars through the judiciary's website,

media, mobile text message campaigns, and other outlets, and also through the citizen court information offices to be set up by the judiciary; (iv) launching an e-complaint system for user feedback on law and justice sector operations which will be linked to the judiciary's Directorate of Inspection so that monitoring can be regularly carried out; (v) conduct court user surveys; and (vi) publish the Judiciary Balanced Scorecard every year.

Sub-Component 3.2. Justice-on-Wheels Program (Mobile Courts and ADR)

Empower vulnerable groups, such as women, youth, and small businesses, by providing quick and affordable justice services where they live and work through: (i) establishing the ceiling of eligibility for free mediation and free small claims adjudication in civil, family, and labor matters, and developing mobile court procedures; (ii) designing and procuring specialized buses, minivans and other vehicles for use as mobile courts in urban and rural areas in a way that facilitates safe and effective access and their use by all target beneficiaries; (iii) recruiting and training magistrates, staff, and other stakeholders, and putting into operation the justice-on-wheels program while conducting periodic evaluations; and (iv) conducting citizen communication and awareness raising activities via radio and other media in collaboration with trade and women associations and with municipal and ward authorities.

Sub-Component 3.3 Integrated Justice Center for Consolidated Citizen-Centric Service Provision

Offer court services in a modern, integrated, efficient, transparent, and easily accessible manner by designing and building justice centers (with multiple courts and services) in Selected Cities through: (i) designing, constructing, furnishing, and operationalizing about five new Integrated Justice Centers with multiple courts and services in Selected Cities, and their periodic evaluation; (ii) in a phased manner, remodeling, constructing, furnishing, and operationalizing small (primary) courthouses in Selected Locations with solar panels for e-justice services and prefabricated storage units along the North, Central, and South-Western economic corridors, and retrofitting courthouses to accommodate IT investments and to enable the overnight parking of mobile courts; and (iii) developing a long-term court infrastructure master plan to extend court infrastructure to priority socio-economic and unserved geographical areas.

Sub-Component 3.4 Support for Justice Sector Stakeholder Participation and Future Reform Development

Provide research and capacity support to pave the way for complementary access to justice improvement efforts such as legal aid through partnerships with civil society, justice sector entities and development assistance agencies through: (i) capacity support for the review and finalization of the legal aid policy of the

Recipient, by strengthening the legal aid unit of the Ministry of Constitutional and Legal Affairs; (ii) support for research and capacity development on priority topics; (iii) the review of the prosecution and investigation system to better assess the negative impacts of performance on justice service delivery; and (iv) support for information sharing among key stakeholders including judiciary, department of public prosecution, prison service, and Government Chemists Agency.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Judiciary Steering Committee

The Recipient shall maintain, throughout the implementation of the Project, a Judiciary Steering Committee (JSC) with composition and terms of reference satisfactory to the Association and with adequate resources to carry out its responsibilities under the Project. The JSC shall be responsible for quarterly oversight, and overall policy guidance and monitoring of Project implementation, including use of financial resources and progress with result indicators.

B. Implementation Arrangements

Chief Court Administrator - Judiciary Reform Team

1. Without limitation upon the provisions of Section I.A. above, the Recipient shall maintain, throughout the implementation of the Project:
 - (a) a Chief Court Administrator who shall be responsible for managing the overall implementation of the Project, including day-to-day and periodic planning and execution of activities and completion of fiduciary requirements; and
 - (b) a Judiciary Reform Team (JRT) with composition and terms of reference satisfactory to the Association and with adequate resources to carry out its responsibilities under the Project, which shall be responsible for the day-to-day implementation of the Project, including, inter alia, financial management, procurement, monitoring and evaluation, technical IT, fiduciary controls, and operations.

Project Operational Manual

1. The Recipient shall, within three months of the Effective Date: (a) prepare, under terms of reference satisfactory to the Association, and furnish to the Association a Project operational manual containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, coordination, social and environmental safeguards, financial, administrative and accounting procedures, corruption and fraud mitigation measures and such other arrangements and procedures as shall be required for the Project, including describing in detail the roles, responsibilities, and accountability arrangements for the JRT, providing an indicative list of Project results indicators, and court construction

locations based on eligibility criteria outlined in the manual, as well as the collaboration arrangements with stakeholders; and (b) thereafter adopt and carry out the Project in accordance with such Project operational manual as shall have been approved by the Association (Project Operational Manual and POM).

2. Except as the Association shall otherwise agree in writing, the Recipient shall not amend or waive, or permit to be amended or waived, any provision of the Project Operational Manual.
3. In case of a conflict between the provisions of the Project Operational Manual and this Agreement, those of this Agreement shall prevail.

Annual Work Plans and Budgets

4. The Recipient shall, not later than March 31 of each year, prepare and furnish to the Association, an annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget for the purpose.
5. The Recipient shall exchange views with the Association on each such proposed annual work plan, and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the Association, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the Association (Annual Work Plan and Budget).

C. Anti-Corruption

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

D. Safeguards

1. The Recipient shall carry out the Project in accordance with the Safeguards Instruments applicable to the Project.
2. In order to ensure compliance with the applicable Safeguards Instruments, the Recipient shall take the following measures:
 - (a) if any activities included in the proposed Annual Work Plan and Budget would, pursuant to the ESMF, require the carrying out of a n ESIA, no such activities shall be implemented unless:
 - (i) an ESIA for such activities has been: (A) prepared, in accordance with the ESMF and furnished to the Association as part of the Annual Work

Plan and Budget; (B) disclosed locally as required by the ESMF; and (C) approved by the Association and publicly disclosed;

- (ii) if said ESIA would require the preparation of an ESMP, such ESMP has been: (A) prepared in accordance with such ESIA and furnished to the Association as part of the Annual Work Plan and Budget; (B) disclosed locally as required by the ESMF; and (C) approved by the Bank and publicly disclosed; and
- (b) thereafter, take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Safeguards Instruments.
- 3. (a) Without limitation upon its other reporting obligations under this Agreement, the Recipient shall for the Safeguards Instruments, regularly collect, compile and furnish to the Association reports in form and substance satisfactory to the Association, on the status of compliance with such Instruments as part of the Project Reports, giving details of:
 - (i) measures taken in furtherance of the Safeguards Instruments;
 - (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and
 - (iii) remedial measures taken or required to be taken to address such conditions.
- (b) The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on the reports prepared under paragraph (a) immediately above, and thereafter, shall carry out, or cause to be carried out, with due diligence, all remedial measures agreed with the Association so as to ensure the proper implementation of the Project in accordance with the Safeguards Instruments.
- 4. The Recipient shall ensure that:
 - 1. no activities involving the use of land shall be carried out prior to the screening of the legal status of the land in form and substance acceptable to the Association;
 - 2. no activities shall be carried out involving land, for which there is legal uncertainty over ownership and use rights; and
 - 3. notwithstanding the provisions of sub-paragraphs (a) and (b) above, no part of the Project funds shall be used to finance land acquisition.

5. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, any of the Safeguards Instruments or any provision thereof without the prior written approval of the Association.
6. In the event of a conflict between the provisions of any of the Safeguards Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

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 the indicators set forth in the Project Operational Manual. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days 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 as part of the Project Report 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 Fiscal Year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

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) National Competitive Bidding, subject to the additional procedures set out in paragraph 3 below; (c) Shopping; and (d) Direct Contracting.
3. **Additional Procedures for the use of National Competitive Bidding**

The following additional procedures shall apply to National Competitive Bidding:

- (a) In accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document for, and contract financed out of the proceeds of the Financing, shall provide that: (i) the bidders, suppliers, contractors and subcontractors shall permit the Association, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the Association; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.
- (b) Preferences may not be awarded to domestic suppliers or contractors.

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) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least-Cost Selection; (d) Single-source Selection of consulting firms; (e) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (f) 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 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)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants' services, Training and Operating Costs for the Project	43,200,000	100%
(2) Refund of Preparation Advance	3,900,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	47,100,000	

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, except that withdrawals up to an aggregate amount not to exceed one million United States Dollars (US\$1,000,000) equivalent may be made for payments made prior to this date but on or after October 21, 2015, for Eligible Expenditures under Category (1).
2. The Closing Date is June 30, 2021.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each August 15 and February 15, commencing August 15, 2022, to and including February 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.

APPENDIX

Definitions

1. “ADR” means alternative dispute resolution.
2. “Advocates” means lawyers or members of the bar in the territory of the Recipient.
3. “Annual Work Plan and Budget” means the program of activities agreed each Fiscal Year between the Recipient and the Association for implementation under the Project in accordance with Section I.B of Schedule 2 to this Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.
4. “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.
5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
6. “Chief Court Administrator” means the Recipient’s chief court administrator or any successor thereto.
7. “Chief Justice” means the Recipient’s chief justice or any successor thereto.
8. “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).
9. “Court Brokers” means agents appointed for the enforcement of court decisions in the territory of the Recipient or any successor thereto.
10. “Court Brokers Association” means the association of agents appointed for the enforcement of court decisions in the territory of the Recipient or any successor thereto.
11. “Court of Appeal” means the highest court in the territory of the Recipient or any successor thereto.
12. “Directorate of Inspections” means the department of the judiciary responsible for the inspection of courts in the territory of the Recipient or any successor thereto.
13. “English” means the English language.

14. “Environmental and Social Impact Assessment” and “ESIA” each means, for a given activity included in the Project, the environmental and social impact assessment for said activity to be carried out in accordance with the ESMF and pursuant to provisions of Section I.D. of Schedule 2 to this Agreement, evaluating alternatives, and proposing appropriate mitigation, management, and monitoring measures and defining specific measures to be implemented, as the same may be amended from time to time with the agreement of the Association; and “ESIAs” means more than one ESIA.
15. “Environmental and Social Management Framework” and “ESMF” each means the Recipient’s framework disclosed in the Recipient’s territory in September 29, 2015, and at the Bank’s *Infoshop* on December 14, 2015, detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including monitoring and institution strengthening.
16. “Environmental and Social Management Plan” and “ESMP” each means a plan prepared and adopted by the Recipient, as provided in the Environmental and Social Management Framework and pursuant to the provisions of Section I.D. of Schedule 2 to this Agreement, providing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental and social impacts under the Project, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the Association; and “ESMPs” means more than one ESMP.
17. “Fiscal Year” means each fiscal year of the Recipient commencing on July 1 and ending on June 30 of the subsequent year.
18. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
19. “Government Chemists Agency” means the Recipient’s forensic agency or any successor thereto.
20. “ICT” means information and communication technology.
21. “IT” means information technology.
22. “Institute for Judicial Administration” and “IJA” each means the training center for the judiciary and other justice sector stakeholders in the Recipient’s territory or any successor thereto.
23. “Integrated Justice Center” means a court complex with more than one court in the Recipient’s territory or any successor thereto.

24. "Judiciary Administration Act of 2011" means the Recipient's Act No. 4 that separates court administration and registrar functions, dated June 3, 2011, and published on March 1, 2012.
25. "Judiciary Balanced Scorecard" means the court performance report outlining the performance of the Recipient's judiciary across various areas of its operation including administration, budget, justice service delivery, stakeholder engagement, and user survey.
26. "Judiciary Reform Team" and "JRT" each means the team responsible for the day-to-day implementation of the Project as set forth in Section I.B. of Schedule 2 to this Agreement, or any successor thereto.
27. "Judiciary Steering Committee" and "JSC" each means the steering committee responsible for oversight, policy guidance and monitoring of Project implementation as set forth in Section I.A. of Schedule 2 to this Agreement, or any successor thereto.
28. "Ministry of Constitutional and Legal Affairs" means the Recipient's ministry responsible for constitutional and legal affairs, or any successor thereto.
29. "Ministry of Education" means the Recipient's ministry responsible for education, or any successor thereto.
30. "North, Central, and South-Western economic corridors" means the Recipient's respective road transport routes.
31. "Office of the Chief Court Administrator" means the Recipient's office of the chief court administrator, or any successor thereto.
32. "Office of the Chief Justice" means the Recipient's office of the chief justice, or any successor thereto.
33. "Office of the Chief Registrar" means the Recipient's office of the chief registrar, or any successor thereto.
34. "Office of the Principal Judge" means the Recipient's office of the principal judge, or any successor thereto.
35. "Operating Costs" means the incremental costs incurred, based on the Annual Work Plans and Budgets approved by the Association, on account of Project implementation, management and monitoring, including fuel and operation and maintenance costs for vehicles; stationary and sundries; advertising and office running costs including services of office machines and equipment; office supplies; utilities, consumables, bank charges, communication expenses, travel per

diems, accommodation and subsistence allowances for authorized travel, but excluding salaries of the Recipient's civil servants.

36. "Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on October 13, 2015, and on behalf of the Recipient on October 21, 2015.
37. "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).
38. "Procurement Plan" means the Recipient's procurement plan for the Project, dated February 19, 2016, 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.
39. "Project Operational Manual" and "POM" each means the manual referred to in Section I.B. of Schedule 2 to this Agreement consisting of different modules setting out respectively, *inter alia*, the administrative, financial and accounting procedures; the procurement and disbursement procedures arrangements; the monitoring and evaluation arrangements including the performance indicators to be used for the Project, procedures for the implementation of the Safeguards Instruments and other activities and arrangements to be used for the purpose of implementing the Project, as the same may be amended from time to time with the prior agreement of the Association.
40. "Rules Committee" means the Recipient's committee appointed by the Chief Justice to review court rules and procedures and propose simplification, or any successor thereto.
41. "Safeguards Instruments" means the ESMF, ESMP(s), and ESIA(s).
42. "Selected Cities" means cities in the Recipient's territory selected on the basis of eligibility criteria set forth in the POM.
43. "Selected Locations" means locations in the Recipient's territory selected on the basis of eligibility criteria set forth in the POM.
44. "SMEs" means small and medium-sized enterprises.
45. "SMS" means short message service.
46. "Swahili" means the Swahili language.

47. "Tanganyika Law Society" means the national bar association of the Recipient's mainland, operating under the Tanganyika Law Society Act of 2002, or any successor thereto.
48. "Training" means the costs of training under the Project, based on the Annual Work Plans and Budgets referred to in Section I.B.5 of Schedule 2 to this Agreement as approved by the Association, and attributable to seminars, workshops, courses, technical visits, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation, as set forth in the POM. The Annual Work Plan and Budget shall identify, inter alia: (i) the training envisaged; (ii) the justification for the training; (iii) the personnel to be trained; (iv) the duration for such training; and (v) the estimated cost of the training.