



LOAN NUMBER 9622-UA

Loan Agreement

**(Investing in Social Protection for Inclusion, Resilience, and
Efficiency (INSPIRE) Project)**

between

UKRAINE

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**



LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between UKRAINE (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one billion two hundred million United States Dollars (\$1,200,000,000) (“Loan”), to assist in financing the Project.
- 2.02. The Loan is supported by and is subject to the Credit Enhancement denominated in the Loan Currency. Accordingly, Currency Conversion shall not be permitted in respect of this Loan, and the provisions of the General Conditions relating to Currency Conversion, including the provisions of Article IV, shall not apply to this Loan.
- 2.03. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.04. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.05. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.06. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.07. The Payment Dates are April 15 and October 15 in each year.
- 2.08. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project through its Ministry of Social Policy (“MoSP”), in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, Borrower's Programs Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect, materially and adversely, in the opinion of the Bank, the ability of the Borrower to perform any of its obligations under this 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 and is continuing for a period of 60 days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V— EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the Borrower, through the MoSP, has adopted the Operational Manual (OM) in a manner satisfactory to the Bank.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 9.05(b) of the General Conditions, the date on which the obligations of the Borrower under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.
- 5.04. Without limitation to Section 10.02(b) of the General Conditions, any modification to this Agreement shall be executed by written instrument agreed by the parties hereto. Such amendment shall become effective as set forth in the amending agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower’s Representative is its Minister of Finance.
- 6.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

Ministry of Finance
12/2 M. Hrushevskoho Str.,
Kyiv, 01008
Ukraine; and

(b) the Borrower's Electronic Address is:

Facsimile:	E-mail:
+38 (044) 425-90-26	infomf@minfin.gov.ua

6.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank's address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED as of the Signature Date.

UKRAINE

By



Authorized Representative

Name: Oksana Zholnovych

Title: Minister of Social Policy of Ukraine

Date: December 4, 2023

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: Arup Banerji

Title: Regional Country Director

Date: December 4, 2023

SCHEDULE 1

Project Description

The objectives of the Project are to: (i) contribute to the sustainable provision of social assistance to vulnerable groups, and (ii) improve the coverage and efficiency of selected social safety net programs.

The Project consists of the following part:

Part 1. Provision of social assistance to vulnerable groups.

Financing of Payments under the Eligible Expenditure Programs for social benefits, including benefits to vulnerable families and children, adults and children with disabilities and caregivers, social pensioners, socially vulnerable students, and victims of human trafficking and Chernobyl nuclear disaster.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Borrower shall:
 - (a) through MoSP, and other relevant governmental institutions in its subordination and/or coordination, be responsible for the overall implementation of the Project and carry out the agreed activities in order to achieve the Project results; and
 - (b) establish and maintain the Project Management Group (PMG), within MoSP, throughout the duration of the Project, in a form and with functions, staffing (including consultants), and adequate resources, all satisfactory to the Bank and as further set forth in the OM; the PMG shall be responsible for taking strategic decisions, guiding Project implementation, and day to day implementation of the Project.

B. Project Operational Manual.

1. The Borrower, through MoSP, shall adopt the OM, in form and substance acceptable to the Bank, containing detailed implementation and institutional arrangements for the Project; including, *inter alia*: (a) list of EEPs, procedures for their payments and reporting spending on them; (b) composition and responsibilities of the PMG; (c) flow of funds, financial management and disbursement requirements; (d) monitoring and evaluation arrangements; (e) grievance mechanism for the Project; (f) Verification Protocols and verification arrangements for EEPs; (g) personal data collection and processing in accordance with applicable national law and good international practice; and (h) such other technical, administrative, fiduciary, coordination or monitoring arrangements as may be necessary to ensure effective implementation of the Project.
2. The Borrower, through MoSP, shall carry out the Project, in accordance with the OM.
3. The Borrower, through MoSP, shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the OM or any provision thereof, without the prior written agreement of the Bank.

4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the OM and those of this Agreement, the provisions of this Agreement shall prevail.

C. Environmental and Social Standards.

1. The Borrower, through MoSP, shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower, through MoSP, shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower, through MoSP, shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower, through MoSP, shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Borrower, through MoSP, shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

Section II. Project Monitoring Reporting and Evaluation

- 1. The Borrower, through MoSP, shall furnish to the Bank a Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.
- 2. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Borrower shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of Loan Proceeds

A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower, through MoSP, may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Payments under the EEP under Part 1 of the Project	1,197,000,000	100% of the amount up to the withdrawal ceiling set forth in the table in Schedule 4 to this Agreement
(2) Front-end Fee	3,000,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions
(3) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05(c) of the General Conditions
TOTAL AMOUNT	1,200,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$900,000,000 may be made for payments made prior to this date but on or after January 1, 2023 for Eligible Expenditures under Category (1), subject to the condition set forth in paragraph 1(b) of this Section; and
 - (b) for payments under Category (1) for which a withdrawal request has been submitted, unless the Borrower, through MoSP, has submitted evidence satisfactory to the Bank that: (i) Payments under the EEP have been made to eligible beneficiaries by the Borrower in accordance and in compliance with the procedures set forth in the Borrower's applicable laws and regulations; and (ii) the Borrower, through MoSP, has furnished to the Bank evidence acceptable to the Bank in its form and content, and following the requirements set forth in the Verification Protocols, confirming the achievement of the respective Performance Based Condition (PBC) set forth in Schedule 4 of this Agreement.
2. With respect to Category (1), the Borrower, through MoSP, may request withdrawals of Bank financing when the relevant expenditures have been incurred,

but prior to the PBCs having been met, provided that the Borrower, through MoSP, shall: (a) meet such PBCs no later than the Closing Date; and (b) submit to the Bank evidence of such PBCs having been met no later than the Disbursement Deadline Date and satisfactory to the Bank in its form and content, and following the requirements set forth in the OM and the Disbursement and Financial Information Letter.

3. If by or before the Disbursement Deadline Date the Borrower, through MoSP, has failed to provide the Bank evidence satisfactory to the Bank that the PBCs have been met, the Borrower shall, upon notice from the Bank, promptly refund to the Bank the Withdrawn Loan Balance related to such Category (1). Except as the Bank may otherwise determine, the Bank shall cancel all amounts refunded pursuant to this Section.
4. Notwithstanding the provisions of paragraphs 1 (b) and 2 of this Section, if the Bank is not satisfied that a PBC under Category (1) has been achieved, the Bank may at any time, and by notice to the Borrower decide, in its sole discretion, to:
 - (a) In respect of Scalable PBC:
 - (i) authorize the withdrawal of a reduced amount of the unwithdrawn proceeds of the Loan allocated to the Scalable PBC which, in the opinion of the Bank, corresponds to the degree of achievement of said Scalable PBC calculated according to the Scale-up Formula;
 - (ii) reallocate all or a portion of the proceeds of the Loan then allocated to said PBC to any other PBC; or
 - (iii) cancel all or a portion of the proceeds of the Loan then allocated to said Scalable PBC.
 - (b) In respect of any PBC that is not a Scalable PBC:
 - (i) reallocate all or a portion of the proceeds of the Loan then allocated to said PBC to any other PBC; or
 - (ii) cancel all or a portion of the proceeds of the Loan then allocated to said PBC.
5. The Borrower undertakes that no Loan proceeds or resources may be used for defense, security, or military purposes, or for any payments made to any defense, security, or military forces.
6. If, at any time, the Bank determines that any portion of the amounts disbursed by the Bank to the Borrower under Category (1) was: (a) made for reimbursement of

expenditures which are not eligible under the Payments under the EEP; (b) not in compliance with the provisions of Section III.B.1(b) and the provisions of the OM; or (c) used for defense, security, or military (including any other types of military forces, if such may be relevant) purposes; the Borrower shall, promptly upon notice from the Bank, refund an amount equal to the amount of such expenditures financed by the Bank. All amounts so refunded to the Bank pursuant to the abovementioned request will be subsequently canceled.

7. The Borrower shall not request withdrawals for Eligible Expenditures that have already been financed by, or for which withdrawals have been requested under any other Bank financed loan or grant.
8. The Closing Date is December 30, 2024.

Section IV. Other Undertakings

A. Credit Enhancement.

1. The Borrower acknowledges and confirms that the Loan is supported by a Credit Enhancement, pursuant to which certain obligations of the Borrower under this Agreement are supported through the Credit Enhancement Trust Fund, subject to the terms and conditions set forth in the TF Documents.
2. The Borrower understands and agrees that, in the event of any payment to the Bank pursuant to the terms of the TF Documents as a result of any non-payment by the Borrower under this Agreement, the Contributor under the Credit Enhancement Trust Fund may have certain rights of subrogation and the Bank may assign to the Contributor any right to receive repayment from the Borrower under this Agreement, all subject to the terms and conditions of the TF Documents.

ANNEX TO SCHEDULE 2

Eligible Expenditure Program

Budget program classification code (2023)	Social assistance programs
2501400	Social protection of families and children:
1	Social assistance to children under guardianship or trusteeship
2	Social Assistance to Sick Children
3	Temporary assistance to children whose parents do not pay alimony, are unable to maintain their children, or whose whereabouts are unknown
4	Social assistance to children brought up in large families
5	Reimbursement for the care services provided to a child under 3 years old, the "municipal babysitter" program
6	Social assistance to orphans and children deprived of parental care and other persons belonging to this group, including with disabilities, living in family-type orphanages
7	Social assistance to orphans and children deprived of parental care and other persons belonging to this group, including with disabilities, who are raised in adoptive families
8	Social assistance to cover living expenses of a child raised in foster family
9	Payments for social services provided by parents in family-type homes
10	Payments for social services provided by parents in adoptive families
11	Payments for foster care for a child, including payments to foster caregiver
12	One-time payments to women awarded the "hero mother" honorary title
2501540	Social support to low-income families:
13	Benefits, partially compensating for the cost of utilities, solid and liquid stove fuel, and liquefied gas
2501530	Social protection of people in difficult life circumstances:
14	Social assistance to persons who are not eligible for an old age pension and persons with disabilities
15	Temporary social assistance to unemployed persons who reached pension age but is not eligible for an old age pension
16	Care Benefits

Budget program classification code (2023)	Social assistance programs
17	Monthly care benefits to a person residing with a person with group I-II disability due to a mental disorder
18	Monthly compensation to an unemployed work-able person who provides care to a person with disability or an elderly person over 80 years old
19	Social Scholarships
20	Payments to persons affected by the Chornobyl disaster, including top-ups for work in the exclusion zone, annual and additional leave, and compensations provided due to transfer to a low-paid job or resettlement
21	Compensations and other types of assistance provided for by law to persons affected by the Chornobyl disaster
22	Compensation for free meals for children affected by the Chornobyl disaster
23	Temporary disability assistance to persons affected by the Chornobyl disaster
24	One-time payments to victims of human trafficking
2501160	Lifetime scholarships:
25	Lifetime scholarships
2507110	Social protection of persons with disabilities:
26	Health resort treatment packages for persons with disabilities and packages without treatment for those accompanying persons with group I disability, specifically - monetized compensations for health resort treatment packages or reimbursement for self-funded health resort packages and treatment for certain groups of persons and persons with disabilities
27	Provision of assistive rehabilitation products and devices to adults and children with disabilities, specifically – reimbursement for self-purchased assistive rehabilitation products and devices
28	One-time compensation and annual recreation assistance for adults and children with disabilities due to injuries caused by explosive devices
29	Health resort treatment, specifically – reimbursement for the self-funded health resort treatment for persons released from detention that occurred due to the armed conflict against Ukraine

The Bank and the Borrower acknowledge and agree that the budget program classification codes and programs' names and grouping may change in the Borrower's fiscal year 2024, provided that the underlying programs and benefits remain unchanged.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

Level Principal Repayments

Principal Payment Date	Installment Share
On each April 15 and October 15 Beginning April 15, 2030 through October 15, 2056	1.82%
On April 15, 2057	1.72%

SCHEDULE 4

Performance-Based Conditions

Performance-Based Conditions	Amount of the Loan Allocated under the relevant Category (expressed in Dollars)	Scale-up Formula for Scalable PBC
PBC 1: The Borrower has enacted modifications to the legislation to introduce means and assets testing to define eligibility for social assistance for internally displaced persons (IDPs) to cover living expenses.	600,000,000	
PBC 2: The Borrower has completed verification of IDP assistance beneficiaries' data using the Unified Information System of Social Sphere to verify their compliance with the improved eligibility criteria for this type of social assistance.	100,000,000	
PBC 3: To reduce the negative impact of higher energy costs on socially vulnerable groups, the Borrower has adopted a Cabinet of Ministers Resolution that allows the Pension Fund of Ukraine (PFU) to: (i) automatically receive information on housing and utility costs from the service providers through mandating them to register in the PFU management information system and submit information on their housing and utility tariffs; and (ii) receive data from all applicable public registries to verify the HUS eligibility of all households in Ukraine.	100,000,000	
PBC 4: The Borrower has enacted legislation to pilot payments for social services provided to selected socially vulnerable groups from the state budget.	7,000,000	

Performance-Based Conditions	Amount of the Loan Allocated under the relevant Category (expressed in Dollars)	Scale-up Formula for Scalable PBC
<p>PBC 5: The Borrower has increased the GMI Program eligibility income threshold for children of applying households by at least 10 percent of the Subsistence Minimum in calendar year 2024.</p>	<p>200,000,000</p>	
<p>PBC 6: Number of GMI Program beneficiaries reaches at least 160,000 beneficiary families by June 30, 2024. <i>(Scalable)</i></p>	<p>190,000,000</p>	<p>Upon reaching 150,000 GMI program beneficiaries, an amount of USD 178,125,000 shall be available for disbursement.</p> <p>From the baseline of 150,000 GMI program beneficiaries, an amount of USD 1,187,500 shall be available for each additional 1,000 GMI program beneficiaries, up to the allocated amount of USD 190,000,000.</p>

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Care Benefits” means Borrower’s social assistance program to certain categories of low-income individuals who require constant third-party care, established by the Borrower’s Law on State Assistance to Persons Who Do Not Have the Right to a Pension and Persons with Disabilities, dated May 18, 2004, No. 1727-IV, and Resolution of the Cabinet of Ministers of Ukraine, dated April 2, 2005, No. 261.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Contributor” means a Member Country making a contribution to the Credit Enhancement Trust Fund in accordance with the terms of the TF Documents.
5. “Credit Enhancement” means the credit enhancement provided for loans made by the Bank to the Borrower pursuant to the terms of the TF Documents.
6. “Credit Enhancement Trust Fund” means the Advancing Needed Credit Enhancement for Ukraine Trust Fund (Trust Fund No. TF073981) established at the Bank to provide credit enhancement for loans provided by the Bank to the Borrower.
7. “Disbursement Deadline Date” means the final date, established by the Bank, for the receipt by the Bank of applications for withdrawal and supporting documentation; according to the Disbursement and Financial Information Letter is established as four months after the Closing Date.
8. “Eligible Expenditure Program” or “EEP” means a set of selected eligible expenditures for financing social assistance under the Borrower’s programs set out in the Annex to Schedule 2 to this Agreement and incurred by the Borrower under the Project.
9. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 9, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes

of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

10. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
11. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023).
12. “GMI Program” means Guaranteed Minimum Income Program, the Borrower’s enhanced last resort anti-poverty program to provide assistance to low-income families established by the Borrower’s Law on State Social Assistance for Low-Income Families, dated June 01, 2000, No. 1768-III.
13. “GMI Program Legislation” means the Borrower’s Law on State Social Assistance for Low-Income Families, dated June 01, 2000, No.1768-III, Resolution of the Cabinet of Ministers of Ukraine No. 250, dated February 24, 2003, and related relevant legislation regulating the GMI Program, as amended from time to time.
14. “HUS” means Housing and Utilities Subsidy, the Borrower’s social assistance program established by the Borrower’s Resolution of the Cabinet of Ministers of Ukraine No.848, dated October 21, 1995, as amended from time to time.
15. “HUS Program” means Housing and Utilities Subsidy Program, the Borrower’s social assistance program to provide assistance to low-income families for housing and utilities payments established by the Borrower’s Resolution of the Cabinet of Ministers of Ukraine No. 848, dated October 21, 1995, as amended from time to time.

16. “HUS Program Legislation” means the Borrower’s Resolution of the Cabinet of Ministers of Ukraine No. 848, dated October 21, 1995, and related relevant legislation regulating the HUS Program, as amended from time to time.
17. “IDP” means internally displaced person.
18. “IDP Program” means the Internally Displaced Persons Program”, the Borrower’s social assistance program to cover living expenses of internally displaced persons established by the Borrower’s Resolution of the Cabinet of Ministers of Ukraine No. 332, dated March 20, 2022.
19. “IDP Program Legislation” means the Borrower’s Resolution of the Cabinet of Ministers of Ukraine No. 332, dated March 20, 2022, Resolution of the Cabinet of Ministers of Ukraine No. 509, dated October 1, 2014, and related relevant legislation regulating the IDP Program, as amended from time to time.
20. “Ministry of Social Policy” or “MoSP” means the Borrower’s Ministry of Social Policy, or any legal successor thereto.
21. “Ministry of Finance” or “MoF” means the Borrower’s ministry responsible for finance, or any successor thereto.
22. “Operational Manual” or “OM” means the Project Operational Manual referred to in Section I.B of Schedule 2 of this Agreement, adopted by the MoSP for the Project, as the same may be amended from time to time with the prior written approval of the Bank.
23. “Payments under the EEP” means monthly transfer payments, conducted by the Borrower to eligible beneficiaries under the EEP, made in accordance with the eligibility criteria, terms and provisions set forth in the respective Borrower’s laws and regulations applicable to the selected programs and further detailed in the OM.
24. “PBC” means Performance-Based Conditions, as referred to in Schedule 4 to this Agreement.
25. “Pension Fund of Ukraine” or “PFU” means the Borrower’s central body of the executive power which implements the state policy on pension provision and keeping records of persons subject to mandatory state social insurance.
26. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online

- identifier, metadata, and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
27. "PMG" means the Project management group, referred to in Section I.A.1 of Schedule 2 to this Agreement.
 28. "Procurement Regulations" means, for purposes of paragraph 84 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
 29. "Programs Legislation" means GMI Program Legislation, HUS Program Legislation, IDP Program Legislation, and any legislation that establishes the Borrower's social assistance programs set out in the Annex to Schedule 2 to this Agreement.
 30. "Scalable PBC" means PBC 6, which, in case of partial achievement thereof, may be disbursed proportionally to its degree of achievement as set forth in Section III.B.4 (a) of Schedule 2 to this Agreement.
 31. "Scale-up Formula" means the measure of calculating the scale-up of disbursements against the PBC 6, as set forth in Schedule 4 to this Agreement.
 32. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
 33. "Social Assistance to Sick Children" means Borrower's social assistance program to one of the parents or a guardian permanently residing with a child with long-term adverse health conditions established by the Borrower's Law on State Assistance for Families with Children, dated November 21, 1992, No. 2811-XII and Resolution of the Cabinet of Ministers of Ukraine, dated December 27, 2021, No. 1751.
 34. "Social Scholarships" means scholarships that are paid to socially vulnerable students of institutions providing professional education and/or higher education, excluding military institutions, institutions with specific study conditions and military institutes and faculties of higher education institutions, as they are defined in the Borrower's Law on Higher Education, dated July 1, 2014, No. 1556-VII according to the procedure, established by the Borrower's Resolution of the Cabinet of Ministers of Ukraine, dated July 15, 2022, No. 796, as further detailed in the OM.
 35. "Subsistence Minimum" means the cost of food, goods and services sufficient to ensure the normal functioning of the human body and preserving health and to meet the basic social and cultural needs of a person, established pursuant to the

Borrower's Law on Subsistence Minimum, dated July 15, 1999, No. 966-XIV, as amended.

36. "TF Documents" means the agreements and documents establishing and governing the Credit Enhancement Trust Fund, including any administration arrangement and notice to the Contributor following the execution of this Agreement.
37. "Unified Information System of Social Sphere" means the unified integrated management information system designed to accumulate, store, and process data on the social protection of the population, which functions in accordance with the provisions of the Borrower's Cabinet of Ministers Resolution, dated April 14, 2021, No. 404.
38. "Verification Protocols" means the Borrower's protocols, which form part of the Operational Manual, setting forth the basis and methodology for verification of the achievement of PBCs, as the same may be modified from time to time with the prior written agreement of the Bank.