

**OFFICIAL
DOCUMENTS**

LOAN NUMBER 8458 EG

Program Agreement

(Inclusive Housing Finance Program)

between

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

and

SOCIAL HOUSING FUND

Dated *June 10*, 2015

LOAN NUMBER 849313

PROGRAM AGREEMENT

AGREEMENT dated June 10, 2015, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and Social Housing Fund ("Program Implementing Entity") ("Program Agreement") in connection with the Loan Agreement ("Loan Agreement") of same date between the Arab Republic of Egypt ("Borrower") and the Bank. The Bank and the Program Implementing Entity hereby agree as follows:

ARTICLE I -- GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to the Loan 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 Loan Agreement or the General Conditions.

ARTICLE II -- PROGRAM

- 2.01. The Program Implementing Entity declares its commitment to the objective of the Program. To this end, the Program Implementing Entity shall carry out the Program in accordance with the provisions of Article V of the General Conditions, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Program.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Bank and the Program Implementing Entity shall otherwise agree, the Program Implementing Entity shall carry out the Program in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III -- REPRESENTATIVE; ADDRESSES

- 3.01. The Program Implementing Entity's Representative is its Executive Director.
- 3.02. The Bank's Address is:

International Bank for Reconstruction and Development
1818 H Street, NW
Washington, DC 20433
United States of America

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

3.03. The Program Implementing Entity's Address is:

1 Ismail Abaza Street
Kasr Einy
Cairo, Egypt

AGREED at Cairo, Arab Republic of Egypt, as of the day and year first above written.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

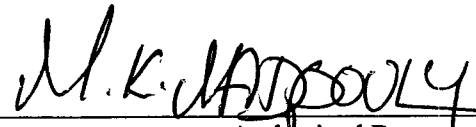

Authorized Representative

Name: Mr. Hafez Ghannem

Title: Regional Vice President,
World Bank

SOCIAL HOUSING FUND

By


Authorized Representative

Name: Dr. Mostafa K. Madbouly

Title: Minister of Housing

SCHEDULE

Execution of the Program

Section I. Implementation Arrangements

A. **Program Fiduciary, Environmental and Social Systems**

Without limitation on the provisions of Article V of the General Conditions, the Program Implementing Entity shall carry out the Program, in accordance with financial management, procurement and environmental and social management systems acceptable to the Bank (“Program Fiduciary, Environmental and Social Systems”) which are designed to ensure that:

1. the Loan proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
2. the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. **Anti-Corruption**

Without limitation on the provisions of Part A of this Section, the Program Implementing Entity shall carry out the Program, or cause the Program to be carried out, in accordance with the provisions of the Anti-Corruption Guidelines.

C. **Other Program Implementation Arrangements**

1. Without limitation on the generality of Part A of this Section II, the Program Implementing Entity shall carry out the Action Plan in accordance with the schedule set out in the said Action Plan in a manner satisfactory to the Bank. The Program Implementing Entity shall ensure that the Action Plan is not amended, waived, suspended, terminated or abrogated, without the prior written consent of the Bank.
2. The Program Implementing Entity shall, no later than June 30, 2016, establish a complaints and grievance redressal mechanism to handle complaints and grievances from Program beneficiaries or third parties relating to any aspects of the Program including adverse social and environmental impacts, and allegations of fraud and corruption. Such mechanism shall, *inter alia*, contain procedures for recording of complaints and grievances, directing complainants to the appropriate level for action, the review process, and provision of feedback to the complainant on the action taken on the basis of best practice service standards.
3. The Program Implementing Entity shall, no later than December 31, 2016 or such later date as the Bank may establish by notice to the Program Implementing Entity, establish an internal audit function providing assurance service for the ownership and rental programs affiliated with the SHF referred to in Part B of the Program.

4. The Program Implementing Entity shall, no later than December 31, 2016 or such later date as the Bank may establish by notice to the Program Implementing Entity, establish a housing monitoring and evaluation unit with powers, functions, staff and resources satisfactory to the Bank, including a system for monitoring and evaluation of the Program.
5. The Program Implementing Entity shall, no later than 3 months after the Effective Date, engage an independent Verification Agent, acceptable to the Bank, to prepare and provide verification reports certifying the achievement of the DLRs in accordance with procedures and arrangements satisfactory to the Bank as referred to in Section IV.B.1(B) of Schedule II to the Loan Agreement.

Section II. Excluded Activities

The Program Implementing Entity shall ensure that the Program excludes any activities which:

- A. in the opinion of the Bank, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works; (2) goods, estimated to cost US\$30 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$20 million equivalent or more per contract; or (4) consultants' services, estimated to cost US\$15 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation; Audits

A. Program Reports

The Program Implementing Entity shall monitor and evaluate the progress of the Program and prepare Program Reports in accordance with the provisions of Section 5.08 of the General Conditions. Each Program Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than one month after the end of the period covered by such report.

B. Program Financial Audits

Without limitation on the generality of Section I.A of this Schedule and Section 5.09 of the General Conditions, the Program Implementing Entity shall have the Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Program Implementing Entity. The audited Financial Statements for each such period shall be: (a) furnished to the Bank not later than six (6) months after the end of such period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Bank.