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**CREDIT NUMBER 7546-BD**  
**GRANT NUMBER E326-BD**

# **Financing Agreement**

**(Inclusive Services and Opportunities for Host Communities and Displaced  
Rohingya Population)**

**between**

**PEOPLE'S REPUBLIC OF BANGLADESH**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**CREDIT NUMBER 7546-BD**  
**GRANT NUMBER E326-BD**

## **FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. 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) 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 — FINANCING**

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (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 one hundred nineteen million Special Drawing Rights (SDR 119,000,000) ("Grant"); and
  - (b) an amount equivalent to one hundred forty-five million four hundred thousand Special Drawing Rights (SDR 145,400,000) ("Credit").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. 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 carry out Part 1 of the Project through its Department of Disaster Management (DDM) under the Ministry of Disaster Management and Relief, Part 2 of the Project through its Directorate of Primary Education (DPE) under the Ministry of Primary and Mass Education, Part 3 of the Project through its Department of Social Services (DSS) under the Ministry of Social Welfare, Parts 4.1, 4.2 and 4.5 of the Project through its Directorate General Health Services (DGHS) under the Health Services Division of the Ministry of Health and Family Welfare, Parts 4.3, 4.4 and 4.6 of the Project through its Directorate General Family Planning (DGFP) under the Medical Education and Family Welfare Division of the Ministry of Health and Family Welfare, and Part 5 of the Project through its Ministry of Women and Children Affairs (MoWCA), all in accordance with the provisions of Article V of the General Conditions and 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 Recipient no longer has an adequate refugee protection framework.
- 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 thirty (30) days after notice of the event has been given by the Association to the Recipient.

## **ARTICLE V —EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Association is satisfied that the Recipient has an adequate refugee protection framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05(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 Signature Date.

## **ARTICLE VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Recipient's Representative is its Senior Secretary/Secretary or the Additional Secretary, or any Joint Secretary, Deputy Secretary, Senior Assistant Secretary, or Assistant Secretary of the Economic Relations Division of the Ministry of Finance.
- 6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Economic Relations Division  
Ministry of Finance  
Government of the People's Republic of Bangladesh  
Sher-e-Bangla Nagar 1207  
Dhaka, Bangladesh

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
+88029180788 / +88029180671	secretary@erd.gov.bd

- 6.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

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

AGREED as of the Signature Date.

**PEOPLE'S REPUBLIC OF BANGLADESH**

**By**



**Authorized Representative**

**Name:** Md. Shahriar Kader Siddiky

**Title:** Secretary, Economic Relations Division

**Date:** 09-Jun-2024

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**



**Authorized Representative**

**Name:** Abdoulaye Seck

**Title:** Country Director

**Date:** 31-May-2024

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to improve access to human capital services for vulnerable Host Communities and displaced Rohingya population (DRP).

The Project consists of the following parts:

#### **Part 1: Building Community Resilience & Self-Reliance**

**1.1.** Supporting temporary employment through provision of Wages and Stipends to beneficiaries in Host Communities under the Employment Generation Program for the Poorest Plus (EGPP+).

**1.2.** Supporting short-term work opportunities through provision of Wages and Stipends to beneficiaries in DRP Communities under the DRP Community Services/Works Program.

**1.3.** Administration, management, monitoring and coordination of Project activities by the Project Implementing Unit for Part 1 of the Project.

#### **Part 2: Supporting Education Opportunities for Children**

**2.1.** Support to the Host Communities, through: (i) need-based renovation of school infrastructures and furniture for selected schools; (ii) development and delivery of Teaching Learning Materials, Supplementary Reading Materials and other necessary supplies; (iii) piloting of school feeding; (iv) expansion of remedial education; (v) provision of school health and psychosocial support, social awareness and mobilization; and (vi) management, monitoring and evaluation and capacity enhancement of the teachers, officials and relevant stakeholders.

**2.2.** Support to DRP Communities through: (i) establishment of need-based new Learning Centers; (ii) operation of Learning Centers, including need-based refurbishment of existing need-based Learning Centers; (iii) delivery of education services; (iv) development, production and delivery of Teaching Learning Materials and Supplementary Reading Materials; (v) provision of Stipends as attendance incentives for families of students; and (vi) provision of psychosocial support for DRP children and adolescents.

**2.3.** Administration, management, monitoring and coordination of Project activities by the Project Implementing Unit for Part 2 of the Project.

### **Part 3: Enhancing Social Care and Economic Empowerment**

**3.1.** Support to the Host Communities through: (i) minor refurbishment and renovation of child protection facilities; (ii) training and services to beneficiaries of the Rural Social Service livelihood program; and (iii) provision of Stipends for beneficiaries of the Rural Social Service livelihood program.

**3.2.** Support to the DRP Communities, through (i) child protection services and (ii) social care services for elderly and persons with disabilities.

**3.3.** Administration, management, monitoring and coordination of Project activities by the Project Implementing Unit for Part 3 of the Project.

### **Part 4: Healthier communities**

**4.1.** Support to essential health, nutrition, and population services to be implemented by DGHS in the Host Communities and DRP Communities.

**4.2.** Support to works for refurbishment and renovation of selected health facilities to be implemented by DGHS in the Host Communities and the DRP Communities.

**4.3.** Support to essential maternal, child health, and family planning services to be implemented by DGFP in the Host Communities and DRP Communities.

**4.4.** Support to works for refurbishment and renovation of selected health facilities to be implemented by DGFP in the Host Communities and the DRP Communities.

**4.5.** Administration, management, monitoring and coordination of Project activities by the Project Implementing Unit for Parts 4.1 and 4.2 of the Project.

**4.6.** Administration, management, monitoring and coordination of Project activities by the Project Implementing Unit for Parts 4.3 and 4.4 of the Project.

### **Part 5: GBV Response and Prevention**

**5.1.** Provision of GBV response and prevention services to the Host Communities and DRP Communities.

**5.2.** Provision of works for refurbishment and renovation of facilities in the Host Communities and the DRP Communities.

**5.3.** Provision of training and livelihood program with seed financing in the form of cash transfer for select GBV survivors in the HC Communities.

**5.4.** Administration, management, monitoring and coordination of Project activities by the Project Implementing Unit for Part 5 of the Project.

**Part 6: Contingent Emergency Response**

Provide immediate response to an Eligible Crisis or Emergency, as needed, to provide support for the benefit of the Host Communities and the DRP Communities.

## SCHEDULE 2

### Project Execution

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements.**

1. The Recipient shall establish within three (3) months of the Effective Date, and thereafter maintain throughout the implementation of the Project, a Ministerial Project Steering Committee (PSC) for each of MoDMR, MoPME, MoSW, HSD, MEFWD and MoWCA, each with the composition, mandate, functions, staffing and resources satisfactory to the Association. Without limitation on the foregoing: (a) each PSC shall be chaired by the respective Secretary/Senior Secretary of the relevant Ministry (i.e. MoDMR, MoPME, MoSW, HSD, MEFWD and MoWCA (as the case may be); and (b) be responsible for: providing operational guidance, monitoring, evaluation, support, coordinating activities implemented by DDM, DPE, DSS, DGHS, DGFP and MoWCA of their Respective Part of the Project, overall supervision of their Respective Part of the Project, and informing the National Task Force on Forcibly Displaced Myanmar Nationals of Project progress and issue(s) related to the Respective Part of the Project.
  
2. The Recipient shall establish within three (3) months of the Effective Date and maintain throughout the period of implementation of the Project a project implementation unit (PIU) at each of DDM (DDM-PIU), DPE (DPE-PIU), DSS (DSS-PIU), DGHS (DGHS-PIU), DGFP (DGFP-PIU) and MoWCA (MoWCA-PIU), with the composition, mandate, functions, staffing and resources satisfactory to the Association. Without limitation on the foregoing: (a) each PIU shall be headed by a Project director and, if needed, include a deputy Project director, a procurement specialist, financial management specialist, environmental specialist, social specialist, and any other competent, experienced and qualified staff in adequate number, and all under terms of references satisfactory to the Association; and (b) each PIU shall be responsible for carrying out their Respective Part of the Project, including day-to-day implementation of the Project, procurement plan(s), monitoring and evaluation, and management of relevant environmental and social risks for the Respective Part of the Project.
  
3. The Recipient, through DPE, shall not later than four (4) months from the Effective Date, enter into memorandum of understandings, to provide fund transfer in a form of a grant (the “LGED Grant” and “DPHE Grant” respectively), with, respectively, each of LGED and DPHE for the purpose of providing a grant to LGED and DPHE to carry out activities under Part 2.1(i), under terms and conditions satisfactory to the Association, including a requirement that all the provisions applicable to DPE under this Agreement would apply to LGED and DPHE *mutatis mutandis*.

4. The Recipient, through each of DGHS and DGFP, shall not later than four (4) months from the Effective Date, enter into memorandum of understandings to provide fund transfer in a form of a grant (the “HED Grant”) with the Health Engineering Department (“HED”) for the purpose of providing a grant to HED to carry out activities in HCs under Parts 4.2 and 4.4, under terms and conditions satisfactory to the Association, including a requirement that all the provisions applicable to DGHS and DGFP under this Agreement would apply to HED *mutatis mutandis*.

**B. Project Operations Manuals**

1. The Recipient shall, through each of DDM, DPE, DSS, DGHS, DGFP and MoWCA., prepare and adopt separate Project Operations Manuals for Part 1, 2, 3, 4 and 5 of the Project, and shall ensure that each of DDM, DPE, DSS, DGHS, DGFP and MoWCA adopt the Project Operations Manual for their Respective Part of the Project, in form and substance satisfactory to the Association, which shall include, *inter alia*:
  - (a) priority activities and budget;
  - (b) administrative, accounting, auditing, financial management, disbursement and procurement procedures;
  - (c) institutional arrangements for the oversight, coordination, management and day-to-day implementation of the Project;
  - (d) environmental and social management arrangements, including on grievance mechanism/grievance redress committees, sexual exploitation and abuse and sexual harassment (SEA/SH), and the exclusion list, for the Project;
  - (e) monitoring and evaluation, reporting and communication for the Project;
  - (f) selection criteria for beneficiaries under Parts 1 to 5 and shall include: (i) in the POM for Part 1, the EGPP+ Implementation Guidelines and the DRP Community Services/Works Implementation Guidelines; (ii) in the POM for Part 2, the Education Opportunities Operations Manual; (iii) in the POM for Part 3, the RSS Implementation Guidelines, Child Protection Case Management Standard Operating Procedures, Case Management SOP for Cox’s Bazar, and Healthier Communities Operations Manual; and (iv) in the POM for Part 5, the GBV Response and Prevention Operations Manual, mechanisms for cash transfers; and

- (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Respective Parts of the Project.
- 2. EGPP+ Implementation Guidelines
  - (a) The Recipient, through DDM, shall select beneficiaries in the Host Communities under Part 1.1 of the Project and ensure that Part 1.1 of the Project is carried out, all in accordance with the EGPP+ Implementation Guidelines in a manner satisfactory to the Association.
- 3. DRP Community Services/Works Implementation Guidelines
  - (a) The Recipient, through DDM, shall prepare and adopt a DRP Community Services/Works Implementation Guidelines for Part 1.2 of the Project (as part of the relevant Project Operations Manual), in form and substance satisfactory to the Association, which shall include, *inter alia*, procedures for selection, implementation and monitoring of community services/works, and eligibility and selection criteria beneficiaries, payment for work undertaken, among others.
  - (b) The Recipient, through DDM, shall implement Part 1.2 of the Project in accordance with the provisions of the DRP Community Services/Works Implementation Guidelines.
- 4. Education Opportunities Operations Manual
  - (a) The Recipient, through DPE, shall prepare and adopt an Education Opportunities Operations Manual for Part 2 of the Project (as part of the relevant Project Operation Manual), in form and substance satisfactory to the Association, which shall include, *inter alia*: selection criteria of the Learning Centers and infrastructures to be rehabilitated under Parts 2.1 and 2.2 of the Project, eligibility and selection criteria for the beneficiaries of the Stipends under Part 2.2(v) of the Project, eligibility and selection criteria of the beneficiaries of the school feeding.
  - (b) The Recipient, through DPE, shall implement Part 2 of the Project in accordance with the provisions of the Education Opportunities Operations Manual.
- 5. RSS Implementation Guidelines
  - (a) The Recipient shall ensure, through DSS, that Part 3.1 of the Project is carried out, all in accordance with the RSS Implementation Guidelines.

6. Child Protection Case Management Standard Operating Procedures
  - (a) The Recipient shall ensure, through DSS, that Part 3.1 of the Project is carried out, all in accordance with the Child Protection Case Management Standard Operating Procedures.
7. Case Management SOP for Cox's Bazar
  - (a) The Recipient shall ensure, through DSS, that Part 3.2 of the Project is carried out, all in accordance with the Case Management SOP for Cox's Bazar.
8. Healthier Communities Operations Manual
  - (a) The Recipient, through DGHS and DGFP, shall prepare and adopt a Healthier Communities Operations Manual (as part of the relevant Project Operation Manuals) for Part 4 of the Project, in form and substance satisfactory to the Association.
  - (b) The Recipient, through DGHS and DGFP, shall implement Part 4 of the Project in accordance with the provisions of the Healthier Communities Operations Manual.
9. GBV Response and Prevention Operations Manual
  - (a) The Recipient, through MoWCA, shall prepare and adopt a GBV Response and Prevention Operations Manual (as part of the relevant Project Operation Manual) for Part 5 of the Project, in form and substance satisfactory to the Association.
  - (b) The Recipient, through MoWCA, shall implement Part 5 of the Project in accordance with the provisions of the GBV Response and Prevention Operations Manual.
10. The Recipient shall, through each of DDM, DPE, DSS, DGHS, DGFP and MoWCA, implement the Project in accordance with the provisions of the Project Operations Manuals.
11. In the case of any conflict between the arrangements and procedures set out in the Project Operations Manuals (including the EGPP+ Implementation Guidelines, DRP Community Services/Works Implementation Guidelines, Education Opportunities Operations Manual, RSS Implementation Guidelines, Child Protection Case Management Standard Operating Procedures, Case Management SOP for Cox's Bazar, Healthier Communities Operations Manual, and GBV

Response and Prevention Operations Manual (as relevant to each Part) and the provisions of this Agreement, the provisions of this Agreement shall prevail.

12. The Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the Project Operations Manuals (including the EGPP+ Implementation Guidelines, DRP Community Services/Works Implementation Guidelines, Education Opportunities Operations Manual, RSS Implementation Guidelines, Child Protection Case Management Standard Operating Procedures, Case Management SOP for Cox's Bazar, Healthier Communities Operations Manual, and GBV Response and Prevention Operations Manual (as relevant to each Part) and/or any provision thereof without prior consultation with the Association.
13. The Recipient shall, through each of DDM, DPE, DSS, DGHS, DGFP and MoWCA, ensure that collection, storage, usage, or processing of personal data are carried out with due regard to appropriate data protection and privacy standards and practices.

**C. Environmental and Social Standards**

1. The Recipient, through DDM, DPE, DSS, DGHS, DGFP and MowCA, shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient, through DDM, DPE, DSS, DGHS, DGFP and MowCA, shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient, through DDM, DPE, DSS, DGHS, DGFP and MowCA, 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 Association 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 Recipient, through DDM, DPE, DSS, DGHS, DGFP and MowCA, shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, 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 Association, 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 Association 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 Recipient, through DDM, DPE, DSS, DGHS, DGFP, and MoWCA shall establish, publicize, maintain and operate an accessible grievance mechanism at each of DDM, DPE, DSS, DGHS, DGFP and MoWCA, 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 Association.

**D. Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 6 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
  - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing

amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;

- (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
  - (c) the Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
3. The Recipient shall ensure that:
- (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingent Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

**E. Expenditures to be Financed with Counterpart Funds**

1. The Recipient shall:
- (a) ensure that the following expenditures are financed exclusively out of its own resources and not out of the proceeds of the Financing, and provide promptly as needed, the resources needed for this purpose: (i) all costs associated with land and land use rights required for the purposes of the Project; (ii) procurement of vehicles

(except two (2) water ambulances under Part 4, as set out in the Healthier Communities Operations Manual), recurrent expenditures for the purpose of attending meetings, conferences, seminars, workshops and study visits (sitting allowances/cash per diems/honoraria, notwithstanding eligible expenditures under Operating Costs and Training), and recurrent expenditures for fuel (except fuel for running the two (2) water ambulances under Part 4 of the Project), under the Project and salaries of the Recipient's civil servants; and (iii) taxes exceeding fifteen (15) percent of the total amount of Financing.

**F. United Nation Agencies**

1. The Recipient shall enter into appropriate standard form of agreement(s) when entering into a contract with a UN Agency for the Eligible Expenditures under Categories 1, 2, 3, 4, 5, and 6 of the Grant table and all Categories of the Credit table in Part A of this Section III.

**Section II. Project Monitoring, Reporting and Evaluation**

1. The Recipient, through each of DDM, DPE, DSS, DGHS, DGFP, and MoWCA, shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, reports or documents related to the activities described in Schedule 1 to this Agreement, the Recipient, through each of DDM, DPE, DSS, DGHS, DGFP, and MoWCA, shall ensure that such information, report or document does not include Personal Data.
2. Without limitation upon the provisions of 5.08 of the General Conditions, such Project Reports shall include reports, in form and substance acceptable to the Association, on the provision of Stipends and Wages under the Project.

**Section III. Withdrawal of the Proceeds of the Financing**

**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 Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Credit Allocated (expressed in SDR)</b>	<b>Category</b>	<b>Amount of the Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed out of the Credit and Grant (inclusive of Taxes)</b>
(1) Wages and Stipends for beneficiaries in Host Communities under Part 1.1 of the Project	20,400,000	(1) Wages, Stipends for beneficiaries in DRP Communities, and Operating Costs through contract(s) with UN Agency(ies) under Part 1.2 of the Project	30,200,000	100%
(2) Stipends to beneficiaries in the Host Communities under the Rural Social Service livelihood program under Part 3.1(iii) of the Project	3,000,000	(2) Stipends to beneficiaries in DRP Communities, through contract(s) with UN Agency(ies) under Part 2.2(v) of the Project	1,500,000	100%
(3) Cash transfer under Part 5.3 of the Project	3,800,000	(3) Goods, (excluding vehicles) non-consulting services, consulting services, and Operating Costs through contract(s) with UN Agency(ies)	13,600,000	100%

		under Part 2.2 of the Project for DRP		
(4) Goods, (excluding vehicles) non-consulting services, consulting services, Training and Operating Costs under Part 1 of the Project for HC	2,250,000	(4) Goods, (excluding vehicles) non-consulting services, consulting services, and Operating Costs through contract(s) with UN Agency(ies) under Part 3.2 of the Project for DRP	18,900,000	100%
(5)(i) Goods, (excluding vehicles) non-consulting services, consulting services, food expenditures, Training and Operating Costs under Part 2 of the Project for HC	4,550,000	(5) Goods, (excluding vehicles except for the one water ambulance), works, non-consulting services, consulting services and Operating Costs, through contract(s) with UN Agency(ies) under Parts 4.1, 4.2, 4.3 and 4.4 for DRP	41,550,000	100%
(5)(ii) Food expenditures under Part	24,150,000	(6) Goods, (excluding vehicles),	13,250,000	100%

2.1(iv) of the Project for HC		works, non-consulting services, consulting services and Operating Costs, through contract(s) with UN Agency(ies) under Part 5.1 and 5.2 of the Project for DRP		
(6) Goods, (excluding vehicles), works, non-consulting services, consulting services, Training and Operating Costs under Part 3 of the Project for HC	15,850,000	(7) Emergency Expenditures under Part 6 of the Project for DRP	0	100%
(7)(a) Goods, (excluding vehicles except for the one water ambulance), works, non-consulting services, consulting services, Training and Operating Costs	19,650,000			100%

under Part 4 for HC for DGHS				
(7)(b) Goods, (excluding vehicles), works, non-consulting services, consulting services, Training and Operating Costs under Part 4 for HC for DGFP	13,600,000			100%
(8) Goods, (excluding vehicles), works, non-consulting services, consulting services, Training and Operating Costs under Part 5 of the Project for HC	9,450,000			100%
(9) Grant Transfers	28,700,000			100%
(10) Emergency Expenditures under Part 6 of the Project for HC	0			100%
Total	145,400,000	-	119,000,000	100%

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date.
  - (b) under Category (1) of the Grant table and Categories (1) and (4) of the Credit table, unless and until the Project Operations Manual for Part 1 is prepared by the Recipient, approved by the Association, and adopted by DDM in accordance with Section I.B of Schedule 2 to this Agreement.
  - (c) Under Categories (2) and (3) of the Grant table and Categories (5) and (9) of the Credit table, unless and until the Project Operations Manual for Part 2 is prepared by the Recipient, approved by the Association, and adopted by DPE in accordance with Section I.B of Schedule 2 to this Agreement.
  - (d) under Category (4) of the Grant table and Categories (2) and (6) of the Credit table, unless and until the Project Operations Manual for Part 3 is prepared by the Recipient, approved by the Association, and adopted by DSS in accordance with Section I.B of Schedule 2 to this Agreement.
  - (e) under Category (5) of the Grant table and Categories (7) and (9) of the Credit table, unless and until the Project Operations Manual for Part 4 is prepared by the Recipient, approved by the Association, and adopted by DGHS and DGFP in accordance with Section I.B of Schedule 2 to this Agreement.
  - (f) under Category (6) of the Grant table and Categories (3) and (8) of the Credit table, unless and until the Project Operations Manual for Part 5 is prepared by the Recipient, approved by the Association, and adopted by MoWCA in accordance with Section I.B of Schedule 2 to this Agreement.
  - (g) for Emergency Expenditures under Category (7) of the Grant table and Category (10) of the Credit table, unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (7) of the Grant table and Category (10) of the Credit table; and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
    - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is June 30, 2028.



### SCHEDULE 3

#### Repayment Schedule

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (Expressed as a percentage) *</b>
On each May 15 and November 15:	
commencing November 15, 2029, to and including May 15, 2049	<b>1.65%</b>
commencing November 15, 2049, to and including May 15, 2054	<b>3.40%</b>

\* 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 3.05 (b) of the General Conditions.

## APPENDIX

### Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 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. “Case Management SOP” means the case management standard operation procedures for Cox’s Bazar issued by the case management technical working group of DSS in July 2021, and as such procedures may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manual guiding implementation of Part 3.2.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual referred to in Section I.D of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manuals.
5. “Child Protection Case Management Standard Operating Procedures” means the child protection management standard operating procedures issued by DSS on April 2, 2023, and as such procedures may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manual guiding implementation of Part 3.2.
6. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 3 of the Project to respond to an Eligible Crisis or Emergency.
7. “Department of Disaster Management” and the acronym “DDM” mean the Recipient’s Department of Disaster Management under the Ministry of Disaster Management and Relief of the Recipient or any successor thereto.
8. “Department of Public Health Engineering” and the acronym “DPHE” mean the Recipient’s Department of Public Health Engineering under the Local Government Division.
9. “Department of Social Services” and the acronym “DSS” mean the Recipient’s Department of Social Services under the Ministry of Social Welfare or any successor thereto.

10. “DGFP-PIU” means the Recipient’s project implementation unit to be established and maintained at the DGFP, in accordance with Section I.A.2 of Schedule 2 to this Agreement, or any successor thereto.
11. “DGHS-PIU” means the Recipient’s project implementation committee to be established and maintained at the DGHS, in accordance with Section I.A.2 of Schedule 2 to this Agreement, or any successor thereto.
12. “Directorate General Family Planning” and the acronym “DGFP” mean the Recipient’s Directorate General Family Planning under the Medical Education and Family Welfare Division (which is under the Ministry of Health and Family Welfare of the Recipient) or any successor thereto.
13. “Directorate General Health Services” and the acronym “DGHS” mean the Recipient’s Directorate General Health Services under the Health Services Division (which is under the Ministry of Health and Family Welfare of the Recipient) or any successor thereto.
14. “Directorate of Primary Education” and the acronym “DPE” mean the Recipient’s Directorate of Primary Education under the Ministry of Primary and Mass Education of the Recipient or any successor thereto.
15. “DPE-PIU” means the Recipient’s project implementation unit to be established and maintained at the DPE, in accordance with Section I.A.2 of Schedule 2 to this Agreement, or any successor thereto.
16. “DPHE Grant” is a fund transfer by DPE in a form of a grant to the DPHE, pursuant to the respective memorandum of understanding referred to Section I.A.3 of Schedule 2 to this Agreement, to carry out the activities under Part 2.1(i) of the Project.
17. “DRP” means the displaced Rohingya population.
18. “DRP Communities” means DRP community households in Cox’s Bazar District and Bhasan Char Island of Naokhali district.
19. “DRP Community Services/Works Program” means the short-term work undertaken by eligible DRP Communities in accordance with the DRP Community Services/Works Implementation Guidelines under Part 1.2 of the Project.
20. “DRP Community Services/Works Implementation Guidelines” means the guidelines prepared pursuant to Section I.B.3. of Schedule 2 to this Agreement for performing Part 1.2 of the Project, as the same may be amended from time to time in agreement with the Association, and such term includes any schedules to the Project Operations Manual for Part 1 of the Project.

21. “DSS-PIU” means the Recipient’s project implementation unit to be established and maintained at the DSS, in accordance with Section I.A.2 of Schedule 2 to this Agreement, or any successor thereto.
22. “Economic Relations Division” means the Economic Relations Division of the Recipient or any successor thereto.
23. “Education Opportunities Operations Manual” means the manual prepared pursuant to Section I.B.4 of Schedule 2 to this Agreement for performing Part 2 of the Project, as the same may be amended from time to time in agreement with the Association, and such term includes any schedules to the Education Opportunities Operations Manual.
24. “EGPP+ Implementation Guidelines” means the guidelines issued by the MoDMR on January 31, 2021, satisfactory to the Association as per the no objection issued on February 2, 2021.
25. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
26. “Emergency Action Plan” means the plan referred to in Section I.D of Schedule 2 detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
27. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.D of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
28. “Employment Generation Program for the Poorest Plus” and the acronym “EGPP+” mean the shock-responsive window of the Recipient’s national Employment Generation Program for the Poorest which will address the needs of the poor and most vulnerable host community households in Cox’s Bazar.
29. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 8, 2024, 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 Recipient 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.
30. “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 Association.

31. “GBV” means gender-based violence.
32. “GBV Response and Prevention Operations Manual” means the manual prepared pursuant to Section I.B.9 of Schedule 2 to this Agreement for performing Part 5 of the Project, as the same may be amended from time to time in agreement with the Association, and such term includes any schedules to the GBV Response and Prevention Operations Manual.
33. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023).
34. “Grant Transfer” or “Grant Transfers” means individually or collectively (as the case may be) the LGED Grant, DPHE Grant, and HED Grant.
35. “Healthier Communities Operations Manual” means the manual prepared pursuant to Section I.B.8 of Schedule 2 to this Agreement for performing Part 4 of the Project, as the same may be amended from time to time in agreement with the Association, and such term includes any schedules to the Healthier Communities Operations Manual.
36. “HED” means the Health Engineering Department under the Ministry of Health and Family Welfare of the Recipient or any successor thereto.
37. “HED Grant” is a fund transfer by DGHS and DGFP in a form of a grant to the HED, pursuant to the respective memorandum of understanding referred to Section I.A.4 of Schedule 2 to this Agreement, to carry out the activities under Parts 4.2 and 4.4 of the Project.
38. “Host Communities” means host community households in Chattogram Division, excluding the DRP camps in Cox’s Bazar and Bhasan Char.

39. “HSD” means the Health Services Division under the Ministry of Health and Family Welfare of the Recipient or any successor thereto.
40. “Learning Center” means facilities providing education services to children from the DRP Community permitted by the National Task Force on Forcibly Displaced Myanmar Nationals.
41. “LGED Grant” is a fund transfer by DPE in a form of a grant to the LGED, pursuant to the respective memorandum of understanding referred to Section I.A.3 of Schedule 2 to this Agreement, to carry out the activities under Part 2.1(i) of the Project.
42. “Local Government Engineering Division” or “LGED” means Recipient’s Local Government Engineering Division or any successor thereto.
43. “Medical Education and Family Welfare Division” or “MEFWD” means the Medical Education and Family Welfare Division under the Ministry of Health and Family Welfare of the Recipient or any successor thereto.
44. “Ministry of Foreign Affairs” means the Ministry of Foreign Affairs of the Recipient or any successor thereto.
45. “Ministry of Planning” means the Ministry of Planning of the Recipient or any successor thereto.
46. “Ministry of Women and Children Affairs” or “MoWCA” means the Recipient’s Ministry of Women and Children Affairs, or any successor thereto.
47. “MoDMR” means the Ministry of Disaster Management and Relief of the Recipient or any successor thereto.
48. “MoPME” means the Ministry of Primary and Mass Education of the Recipient or any successor thereto.
49. “MoSW” means the Ministry of Social Welfare of the Recipient or any successor thereto.
50. “MoWCA-PIU” means the Recipient’s project implementation unit to be established and maintained at the MoWCA, in accordance with Section I.A.2 of Schedule 2 to this Agreement, or any successor thereto.
51. “Operating Costs” mean the reasonable costs required for the day-to-day coordination, administration and supervision of Project activities, for leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises; office rent; office supplies; utilities; consumables; communication expenses; translation; printing, photocopying and postal expenses; bank charges;

advertising expenses; insurance; costs of clearing, forwarding, inspection, survey and transportation of goods; Project-related meeting expenses; Project-related travel, subsistence and lodging expenses; remuneration of the staff assigned to the Project as agreed with the Association, provided that such Operating Costs are paid to the eligible recipient through the banking system (except for petty cash expenses following the Recipient's existing policy); and salaries and allowances of contractual staff (other than consultants) but excluding salary top ups of the Recipient's civil servants, workshop allowances, sitting allowances, cash per diems, honoraria, and fuel (except fuel for running the two (2) water ambulances under Part 4 of the Project).

52. "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.
53. "PIU" or "PIUs" mean individually or collectively each of DPE-PIU, DSS-PIU, DGHS-PIU, DGFP-PIU and MoWCA-PIU.
54. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
55. "Project Operations Manuals" mean the manuals (or individually the manual) referred to in Section I.B of Schedule 2 to this Agreement for performing the Project, i.e. one Project Operations Manual prepared for each Part 1, 2, 3, 4.1, 4.2 and 5, as the same may be amended from time to time in agreement with the Association, and such term includes any schedules to the Project Operations Manuals.
56. "Project Steering Committee" means the committee to be established and maintained by the Recipient in accordance with Section I.A.1 of Schedule 2 to this Agreement, or any successor thereto.
57. "Respective Part of the Project" means: (a) Part 1 of the Project to be implemented by DDM; (b) Part 2 of the Project to be implemented by DPE; (c) Part 3 of the Project to be implemented by DSS; (d) Part 4.1 of the Project to be implemented by DGHS; (e) Part 4.2 of the Project to be implemented by DGFP; and (f) Part 5 of the Project to be implemented by MoWCA.

58. “RSS Implementation Guidelines” means the guidelines issued by the Ministry of Social Welfare for the operation of the Rural Social Services Program in 2010.
59. “Rural Social Services Program” or “RSS” means the poverty-targeted microcredit program implemented by the Department of Social Services.
60. “Stipends” means the reasonable amount to be financed out of the proceeds of the Financing at a rate established by the Recipient and found acceptable to the Association, paid through formal financial channels and /or value transfer channels, and to be provided by the Recipient to: (i) beneficiaries in the Host Communities under Part 1.1 of the Project; (ii) beneficiaries in the DRP Communities under Part 1.2 of the Project, (iii) beneficiaries in the DRP Communities under Part 2.2(v); and (iv) beneficiaries in the Host Communities under Part 3.1(iii) of the Project, following the requirements set forth in, respectively, the EGPP+ Implementation Guidelines, the DRP Community Services/Works Implementation Guidelines, the Education Opportunities Operations Manual and the RSS Implementation Guidelines.
61. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
62. “Supplementary Reading Materials” means reading materials as approved by the DPE.
63. “Teaching Learning Materials” means materials that help teachers support students learn including teacher guides, demonstration materials, and equipment.
64. “Training” means the reasonable costs required for the participation of personnel involved in training activities, study tours, conferences, seminars and workshops under the Project, which have been approved by the Association in writing through a training plan, including: (a) travel, hotel, and subsistence costs associated to training, study tours, conferences, seminars and workshops provided that such costs are paid directly to the eligible recipient using the banking system; and (b) costs associated with rental of training, conference, seminar and workshop facilities; preparation and reproduction of training, conference, seminar and workshop materials; and other costs directly related to preparation and implementation of any training course, workshop, seminar, conference, or study tour; but excluding sitting allowances and honorarium of any nature.
65. “United Nation Agency” means any of the departments, specialized agencies, funds or programs of the United Nations (a body established and operating pursuant to the Charter of the United Nations signed on June 26, 1945, and entered into effect on October 24, 1945), which are eligible to be selected pursuant to the Procurement Regulations to undertake specific activities under the Project.

66. “Wages” means the reasonable amount to be financed out of the proceeds of the Financing at a rate established by the Recipient and found acceptable to the Association, paid through formal financial channels and /or value transfer channels, and to be provided by the Recipient to: (i) Host Beneficiaries, and (ii) DRP Beneficiaries under Part 1, following the requirements set forth in the EGPP+ Implementation Guidelines or the DRP Community Services/Works Implementation Guidelines, respectively.