

Public Disclosure Authorized

OFFICIAL DOCUMENTS

LOAN NUMBER 8838-LB
CFF TF NUMBER TF0A7880

Loan Agreement

(Greater Beirut Public Transport Project)

between

LEBANESE REPUBLIC

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

**LOAN NUMBER 8838-LB
CFF TF NUMBER TF0A7880**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between LEBANESE REPUBLIC (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”).

WHEREAS (A) following an international effort to provide development support to countries most affected by refugees in the Middle East region; and having satisfied itself as to the feasibility and priority of the Project aimed, in part, at creating short-term jobs for Lebanese and Syrians, as further described in Schedule 1 to this Agreement, the Borrower has requested the Bank to extend a loan to assist in the financing of the Project;

(B) funding from the Concessional Financing Facility was received by the Bank for purposes of providing concessionality to this Agreement; and

(C) under the terms of a Financial Procedures Arrangement with the Trustee of the Concessional Financing Facility dated August 10, 2016, the Bank has agreed to provide additional funds to the Borrower (the Concessional Portion of the Loan as defined in the Appendix to this Agreement) as part of an integrated lending operation under the terms of this Agreement;

NOW THEREFORE, 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 extend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a Loan on concessional terms in the amount of two hundred ninety-five million United States Dollars (US\$295,000,000) (“Loan”) to assist in financing the Project described in Schedule 1 to this Agreement (“Project”) consisting of the following:
 - (a) a non-concessional portion of the Loan in an amount of two hundred twenty-five million two hundred thousand United States Dollars (US\$225,200,000), as such amount may be converted from time to time through a Currency Conversion (“Non-Concessional Portion of the Loan”); and

- (b) a concessional portion of the Loan in an amount of sixty-nine million eight hundred thousand United States Dollars (US\$69,800,000) (“Concessional Portion of the Loan”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower is one quarter of one percent (0.25%) of the Non-Concessional Portion of the Loan.
- 2.04.
 - (a) The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Balance of the Non-Concessional Portion of the Loan.
 - (b) The Commitment Charge shall not be applied to the Concessional Portion of the Loan.
- 2.05.
 - (a) The interest rate payable by the Borrower is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
 - (b) The Concessional Portion of the Loan shall be made on a grant basis. The interest rate shall not be applied to the Concessional Portion of the Loan.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Non-Concessional Portion of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall cause the Project to be carried out by the Council for Development and Reconstruction (“Project Implementing Entity” or “PIE”) in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, and the Project Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The RPTA Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the RPTA to perform any of its obligations under Parts 1 (c), 1 (d), and 2 (b) of the Project.
 - (b) The PPP Law has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of a Private-Sector Operator to perform any of its obligations under Parts 1 (c), 1 (d), and 2 (b) of the Project as described in the Partnership Agreement.

- 4.02. The Additional Event of Acceleration consists, of the following, namely, that the event specified in paragraphs (a) and (b) of Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date one hundred eighty (180) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its minister responsible for finance.
- 6.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Ministry of Finance
Riad El-Solh Square
Beirut
Lebanese Republic; and

(b) the Borrower's Electronic Address is:

Facsimile:

961-1-642-762

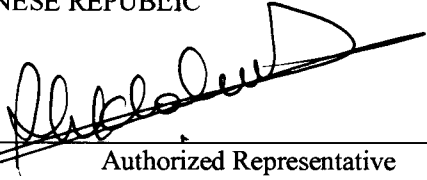
- 6.03. For purposes of Section 10.01 of the General Conditions, the Bank's address is:

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

AGREED as of the Signature Date.

LEBANESE REPUBLIC

By



Authorized Representative


Name: ALI HASSAN KHALIL

Title: MINISTER of FINANCE

Date: July 9, 2018

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By



Authorized Representative

Name: SAROJ KUMAR JHA

Title: REGIONAL DIRECTOR

Date: July 9, 2018

SCHEDULE 1

Project Description

The objective of the Project is to improve the speed, quality, and accessibility of public transport for passengers in Greater Beirut and at the city of Beirut's northern entrance.

The Project consists of the following parts:

Part 1. BRT Infrastructure, Fleet, and Systems

- (a) Detailed design, construction, and management of BRT road infrastructure on sections of the Northern Highway and outer ring road of Beirut, including stations, terminals, bus depots, park-and-ride facilities, intersections, pedestrian crossings, pedestrian bridges, and corridor traffic management systems.
- (b) Widening of key sections of the Northern Highway, establishment of select park-and-ride facilities, and construction of a terminal in Tabarja, including acquisition of land for such purpose.
- (c) Acquisition and operationalization of a BRT bus fleet and the maintenance of associated infrastructure through a public-private partnership.
- (d) Installation of ITS and fare-collection systems incorporating smart-card and GPS technologies through a public-private partnership.

Part 2. Feeder and Regular Bus Services and Integration in Urban Environment

- (a) Detailed design, construction, and management of bus stops and shelters, a control center, bus depots, and related street facilities such as drainage and signage.
- (b) Acquisition and operationalization of a feeder and regular road bus fleet incorporating smart-card and GPS technologies and appropriate telematic systems through a public-private partnership and / or other arrangements.
- (c) Integration of BRT into the urban environment, including development of a non-motorized transport plan, a road safety plan, and an urban transport master plan, and carrying out of fare integration, parking management, public transport network restructuring, professionalization of local operators, and simplification of license-issuance procedures.

Part 3. Capacity Building and Project Management

- (a) Strengthening the capacity of the PIE for Project implementation, supervision, and management (including monitoring and evaluation).

- (b) Strengthening the capacity of RPTA and other relevant entities for supervision of BRT and feeder operations.
- (c) Development and implementation of an information, education, and communications campaign to promote public transportation, and integration of existing operators into the new system with a focus on, among other matters, improved regulations and permit and licensing management, alternative enforcement measures, and better user information systems.
- (d) Improvement of planning and implementation of public transport, and determination of the feasibility of private-sector investments in the sector.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. PIE

The Borrower shall designate, at all times during the implementation of the Project, the PIE to be responsible for implementation of Project activities, and shall take all actions, including the provision of funding, personnel, and other resources, necessary to enable the PIE to perform this function.

2. RPTA

The Borrower shall designate, at all times during the implementation of the Project, the RPTA to be responsible for supervision of the Private-Sector Operator(s), and shall take all actions, including the provision of funding, personnel, and other resources, necessary to enable the RPTA to perform this function.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Borrower shall make the proceeds of the Loan available to the PIE under a subsidiary agreement between the Borrower and the PIE, under terms and conditions approved by the Bank (“Subsidiary Agreement”).

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

C. Project Implementation Manual

1. The Borrower shall, not later than one (1) month after the Effective Date, cause the PIE to prepare, in accordance with terms of reference acceptable to the Bank, and furnish to the Bank for review, a Project implementation manual, which shall include provisions on the following matters: (i) capacity-building activities for sustained achievement of the Project’s objective; (ii) arrangements on financial management, setting forth the detailed policies and procedures for financial management under the Project; (iii) procurement management procedures; (iv) institutional administration, coordination, and day-to-day execution of Project activities, including the respective roles and responsibilities of the PIE, RPTA, and any other entity involved in Project implementation; (v) monitoring and evaluation; (vi) reporting; (vii) information, education, and communication of Project activities; (viii) guidelines for assessing potential environmental and social impacts of the Project and designing appropriate mitigation, management, and monitoring measures in

respect of such impacts; (ix) arrangements for the public-private partnership(s) foreseen for implementation of Parts 1 (c), 1 (d), and 2 (b) of the Project; and (x) such other technical and organizational arrangements and procedures as shall be required for the Project.

2. The Borrower shall cause the PIE to afford the Bank a reasonable opportunity to exchange views with the PIE on said Project implementation manual, and thereafter, adopt such Project implementation manual as shall have been approved by the Bank (“Project Implementation Manual” or “PIM”).
3. The Borrower shall cause the PIE to ensure that the Project is carried out in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement or the Project Agreement, the provisions of this Agreement or the Project Agreement, as the case may be, shall prevail. Except as the Bank shall otherwise agree, the Borrower shall ensure that the PIE does not amend, abrogate or waive any provision of the PIM.

D. Annual Work Plans and Budgets

1. The Borrower shall cause the PIE to prepare and furnish to the Bank, not later than October 31 of each Fiscal Year during the implementation of the Project, a work plan and budget setting forth all activities proposed to be included in the Project during the following Fiscal Year (including Safeguards Instruments applicable to said activities), and a proposed financing plan for expenditures required for said activities, setting forth the proposed amounts and sources of financing.
2. Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.
3. The Borrower shall cause the PIE to afford the Bank a reasonable opportunity to exchange views with the PIE on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Bank (“Annual Work Plan and Budget”).
4. The Borrower shall ensure that the PIE does not make, or permit to be made, any change to the approved Annual Work Plan and Budget without the prior written approval of the Bank.

E. Parts 1 (c), 1 (d), and 2 (b) of the Project

1. In order to facilitate the carrying out of Parts 1 (c), 1 (d), and 2 (b) of the Project, as the case may be, the Borrower shall, not later than eighteen (18) months after the Effective Date, cause the PIE to appoint (a) transaction advisor(s) in accordance with the provisions of Section 5.13 of the General Conditions for purposes of provision of advisory services in

relation to the financing and structuring of activities under said Parts 1 (c), 1 (d), and 2 (b) of the Project, as the case may be.

2. (a) In order to facilitate the carrying out of Parts 1 (c), 1 (d), and 2 (b) of the Project, as the case may be, the Borrower shall, not later than thirty-six (36) months after the Effective Date (or such other date as the Bank has confirmed in writing to the PIE as reasonable and acceptable under the circumstances), cause the PIE to enter into (an) operator's contract(s) with (a) Private-Sector Operator(s) in accordance with the provisions of the PPP Law and Section 5.13 of the General Conditions under terms and conditions approved by the Bank for such purpose ("Partnership Agreement(s)").
- (b) The Borrower shall cause the PIE to exercise its rights under the Partnership Agreement(s) in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of said Parts 1 (c), 1 (d), and 2 (b) of the Project. Except as the Bank shall otherwise agree in writing, the Borrower shall ensure that the PIE does not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the Partnership Agreement(s) or any of its(their) provisions.

F. Safeguards

1. The Borrower shall cause the PIE and the RPTA to ensure that the Project is carried out in accordance with the provisions of the Safeguards Instruments. To this end, if the ESMP requires the preparation and adoption of an Additional ESMP (including any Livelihood Restoration Plan and any Physical Cultural Resources Management Plan) for any Project activity, the Borrower shall cause the PIE to:
 - (a) (i) prepare such Additional ESMP; (ii) furnish such Additional ESMP to the Bank for review and approval; and (iii) thereafter adopt and disclose such Additional ESMP prior to implementation of the concerned Project activity; and
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Additional ESMP, including, without limitation to the above, providing funds as and when required for resettlement compensation under the RAP.
2. Without limitation upon the provisions of the preceding paragraph, the Borrower shall cause the PIE to ensure that: (a) sufficient funds are made available for the implementation of the RAP, including for compensation or resettlement costs related to the Project pursuant to the clearances of a right of way; and (b) payment of said RAP compensation or resettlement costs is made in a timely fashion and in a manner acceptable to the Bank.
3. Without limitation upon the provisions of paragraphs 1 and 2 immediately above, the Borrower shall cause the PIE and the RPTA to ensure that any technical and feasibility studies to be supported under the Project are carried out under terms of reference

satisfactory to the Bank, and duly incorporate the requirements of the Bank's safeguards policies (including the public consultations and disclosure aspects).

4. The Borrower shall cause the PIE and the RPTA to ensure that all measures for carrying out the recommendations of the Safeguards Instruments are implemented in a timely manner.
5. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall cause the PIE to: (a) include in the Project Reports referred to in Section II of this Schedule adequate information on monitoring of the measures defined in the Safeguards Instruments, providing details of: (i) measures taken in furtherance of such Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguards Instruments; and (iii) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguards Instruments; and (b) afford the Bank a reasonable opportunity to exchange views with the PIE on such information, and thereafter carry out with due diligence all remedial measures agreed with the Bank so as to ensure the proper implementation of the Project in accordance with the Safeguards Instruments.
6. The Borrower shall ensure that the PIE and the RPTA do not amend or waive, or permit to be amended or waived, any Safeguards Instrument or any provision thereof without the prior written approval of the Bank.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall cause the PIE to furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

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 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 Non-Concessional Portion of the Loan Allocated (expressed in USD)	Amount of the Concessional Portion of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services (including for audits), Training, and Operating Costs	205,637,000	63,800,000	100% of amounts disbursed pursuant to the respective Annual Work Plan and Budget as approved by the Bank
(2) Land and Involuntary Resettlement Payments	19,000,000	6,000,000	100%
(3) Front-end Fee	563,000	Not applicable	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(4) Interest Rate Cap or Interest Rate Collar premium	0	Not applicable	Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT	225,200,000	69,800,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$10,000,000 may be made for payments made prior to this date but on or after April 15, 2018, for Eligible Expenditures under Category (1).

2. All withdrawals under Categories (1) and (2) shall be made on a *pari passu* basis and at a 76:24 ratio between the amount of the Non-Concessional Portion of the Loan allocated and the amount of the Concessional Portion of the Loan allocated.
3. The Closing Date is December 31, 2023.

SCHEDULE 3

Amortization Schedule

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

Level Principal Repayments

Principal Payment Date	Installment Share
On each May15 and November 15 Beginning May 15, 2026 through November 15, 2048	2.13%
On May 15, 2049	2.02%

APPENDIX

Section I. Definitions

1. “Additional ESMPs” means, collectively, the PIE’s Additional Environmental and Social Management Plans, to be prepared and adopted by the PIE pursuant to the ESMP (as hereinafter defined) and agreed with the Bank for purposes of site-specific activities under the Project and providing details of the site-specific actions, measures, and policies designed to mitigate the environmental and social impacts of activities under the Project, including the institutional, procedural, and other measures needed to implement such actions, measures, and policies, and including any Livelihood Restoration Plans (as hereinafter defined) and any Physical Cultural Resources Management Plans (as hereinafter defined), as the same may be amended from time to time with the prior written agreement of the Bank; and “Additional ESMP” means any one (1) of such plans.
2. “Affected Person” means a person who, on account of Project implementation, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and “Affected Persons” means, collectively, all such persons.
3. “Annual Work Plan and Budget” means the annual work plan and budget referred to in Section I.D of Schedule 2 to this Agreement and Section I.C of the Schedule to the Project Agreement.
4. “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.
5. “BRT” means bus rapid transit.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “Council of Ministers” means the Borrower’s ministerial cabinet, or any successor thereto.
8. “Council for Development and Reconstruction” and “CDR” each means a public authority, under the Council of Ministers, established and operating pursuant to the Borrower’s Legislative Decree No. 5 dated January 31, 1977, and Law No. 295 dated April 3, 2001, or any successor thereto.
9. “Concessional Financing Facility” and “CFF” each means the financing facility established with a focus on providing concessional financing to middle-income countries most affected by the presence of large numbers of refugees, with an initial focus on the Syrian refugee crisis as it impacts Jordan and Lebanon, and referred to in the Preamble to this Agreement.

10. “Concessional Portion of the Loan” means the amount of the Loan referred to in Section 2.01 (b) of this Agreement, which has been contributed for the Project from the CFF on a grant basis.
11. “ESIA” means the PIE’s instrument entitled “Environmental and Social Impact Assessment (ESIA) for the Bus Rapid Transit System between Tabarja and Beirut and Feeders Buses Services”, dated October 13, 2017, and disclosed in-country on October 20, 2017 and on the Bank’s website on October 24, 2017, prepared and adopted by the PIE for purposes of activities under the Project, providing details of the magnitude of their environmental and social impacts, and including the ESMP (as hereinafter defined), and such term includes all annexes and schedules to the ESIA, as the same may be amended from time to time with the prior written agreement of the Bank.
12. “ESMP” means the PIE’s instrument entitled “Environmental and Social Management Plan”, prepared and adopted by the PIE as part of the ESIA for purposes of activities under the Project and providing details of the specific actions, measures, and policies designed to mitigate the environmental and social impacts of activities under the Project, including the institutional, procedural, and other measures needed to implement such actions, measures, and policies and guidelines and procedures for the preparation of Additional ESMPs (including Livelihood Restoration Plans and Physical Cultural Resources Management Plans), as the same may be amended from time to time with the prior written agreement of the Bank.
13. “Fiscal Year” means the Borrower’s fiscal year, running from January 1 to December 31 of the same year.
14. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated July 14, 2017, with the modifications set forth in Section II of this Appendix.
15. “GPS” means Global Positioning System.
16. “Greater Beirut” means the city of Beirut and its suburbs, or any successor thereto.
17. “Involuntary Resettlement Payments” means cash payments made to an Affected Person for purposes of implementation of the RAP (as hereinafter defined), for compensation for relevant impacts, assistance during relocation, and / or transitional support following displacement until estimated restoration of livelihood and standard of living.
18. “ITS” means Intelligent Transport Systems.
19. “Livelihood Restoration Plans” means, collectively, the PIE’s site-specific plans, to be prepared and adopted by the PIE as part of the Additional ESMPs pursuant to the ESMP and agreed with the Bank for purposes of site-specific activities under the Project and providing details of the site-specific measures for avoiding or mitigating the adverse impacts of such activities on the livelihoods of bus operators and businesses subject to temporary disruption on account of such activities (and including comprehensive socioeconomic baseline

information), such measures being developed through consultation with the Affected Persons, any necessary actions for strengthening institutional capacity, and a monitoring and evaluation system to track the implementation of such measures, as the same may be amended from time to time with the prior written agreement of the Bank; and “Livelihood Restoration Plan” means any one (1) of such plans.

20. “Loan” means the aggregate of the Concessional Portion of the Loan and the Non-Concessional Portion of the Loan as set forth in Section 2.01 of this Agreement.
21. “Ministry of Public Works and Transport” means the Borrower’s ministry responsible for policymaking in relation to, and management of, public works and transport, or any successor thereto.
22. “Non-Concessional Portion of the Loan” means the amount of the Loan referred to in Section 2.01 (a) of this Agreement.
23. “Northern Highway” means the highway from the northern border of the city of Beirut to Tripoli, or any successor thereto.
24. “Operating Costs” means incremental costs incurred on account of the Project coordination, implementation and monitoring, including expenditures for vehicle operation and maintenance, office supplies and consumables, utilities, communication, translation and interpretation, bank charges, Project-related travel, including *per diem* and accommodation, but excluding salaries of the Borrower’s civil servants, and other miscellaneous costs directly associated with the Project implementation.
25. “Partnership Agreement” means the contract referred to in Section I.E.2 of Schedule 2 to this Agreement (including its annexes and schedules), governing the contractual relationship between the competitively selected Private-Sector Operator, the PIE, and other concerned parties, and pursuant to which the Private-Sector Operator shall be responsible for, among other matters, acquisition of bus fleets, as well as the operation and maintenance of said fleets, under Parts 1 (c), 1 (d), and 2 (b) of the Project, all in conformity with the provisions of this Agreement.
26. “Physical Cultural Resources Management Plans” means, collectively, the PIE’s site-specific plans, to be prepared and adopted by the PIE pursuant to the ESMP as part of the Additional ESMPs and agreed with the Bank for purposes of site-specific activities under the Project and providing details of the site-specific measures for avoiding or mitigating any adverse impacts on physical cultural resources, provisions for managing physical cultural resources encountered unexpectedly during Project implementation, any necessary actions for strengthening institutional capacity, and a monitoring and evaluation system to track the implementation of such measures, as the same may be amended from time to time with the prior written agreement of the Bank; and “Physical Cultural Resources Management Plan” means any one (1) of such plans.
27. “PPP Law” means the Borrower’s Law No. 48 dated September 7, 2017, or any successor thereto.

28. "Private-Sector Operator" means a private-sector company, or a consortium of such companies, that has been awarded a Partnership Agreement.
29. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017.
30. "Project Implementing Entity" and "PIE" each means the CDR.
31. "Project Implementing Entity's Legislation" means the Borrower's Legislative Decree No. 5 dated January 31, 1977, and Law No. 295 dated April 3, 2001, or any successor thereto.
32. "Project Implementation Manual" or "PIM" means the Project implementation manual referred to in Section I.C of the Schedule to the Project Agreement.
33. "RAP" means the PIE's document entitled "Resettlement Action Plan for the Bus Rapid Transit System between Tabarja and Beirut and Feeder Bus Services", dated October 16, 2017, disclosed in-country on October 20, 2017, and on the Bank's website on October 24, 2017, prepared and adopted by the PIE for purposes of activities under the Project and setting forth a program of actions, measures, and policies for compensation and resettlement of Affected Persons, as well as the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates thereof, and sources of funding, together with adequate institutional, monitoring, and reporting arrangements designed to ensure proper implementation of, and regular feedback on compliance with, such plan, and such term includes all annexes and schedules to the RAP, as the same may be amended from time to time with the prior written agreement of the Bank.
34. "RPTA" means the Railways and Transport Authority, under the Ministry of Public Works and Transport, established and operating pursuant to the Borrower's Law No. 6479 dated April 14, 1961, or any successor thereto.
35. "RPTA Legislation" means the Borrower's Law No. 6479 dated April 14, 1961, or any successor thereto.
36. "Safeguards Instruments" means, collectively, the ESIA, the ESMP, any Additional ESMPs (including any Livelihood Restoration Plans and any Physical Cultural Resources Management Plans), and the RAP; and "Safeguards Instrument" means any one (1) of said instruments.
37. "Signature Date" means the later of the two (2) 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.
38. "Training" means the training of persons involved in Project-supported activities, based on the Annual Work Plans and Budgets approved by the Bank, such term including scholarships, seminars, workshops, and study tours, and costs associated with such activity

including local and international travel and subsistence costs for training participants, *per diems*, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. In the Table of Contents, the references to Sections, Section names, and Section numbers are modified to reflect the amendments set forth below.
2. Wherever used throughout the General Conditions, the term “Loan Payment” is modified to read “Payment of the Non-Concessional Portion of the Loan”. Furthermore, wherever used in Section 3.01 (b), Sections 3.02 to 3.07, Section 3.10, Section 4.01, Sections 4.02 to 4.06 (including the Title, as applicable), Section 7.07, Section 7.08, and Section 9.05, the term “Loan” is modified to read “*Non-Concessional Portion of the Loan*”; the term “*Unwithdrawn Loan Balance*” is modified to read “*Unwithdrawn Balance of the Non-Concessional Portion of the Loan*”; and the term “*Withdrawn Loan Balance*” is modified to read “*Withdrawn Balance of the Non-Concessional Portion of the Loan*”.
3. In Section 2.07 (*Refinancing Preparation Advance; Capitalizing Front End Fee, Interest and Other Charges*), the term “Loan” is deleted and replaced with “the Non-Concessional Portion of the Loan”.
4. In Section 3.01 (*Front-end Fee*), in the first sentence of subparagraph (a), the term “Loan amount” is modified to read “Non-Concessional Portion of the Loan”.
5. In the Appendix (*Definitions*), all references to Section numbers and paragraphs are modified, as necessary, to reflect the modifications set forth above.
6. Wherever used in the definitions of the following terms: “Automatic Conversion to Local Currency”; “Automatic Rate Fixing Conversion”; “Commitment Linked Repayment Amortization Schedule”; “Commitment-Linked Amortization Schedule”; “Conversion”; “Currency Conversion”; “Default Interest Period”; “Default Interest Rate”; “Default Variable Rate”; “Disbursed Amount”, “Disbursement-Linked Amortization Schedule”; “Fixed Rate”; “Fixed Reference Rate”; “Fixed Spread”; “Installment Share”; “Interest Rate Cap”; “Interest Rate Collar”; “Interest Rate Conversion”; “Principal Payment Date”; and “Reference Rate Reset Date”; the term “Loan” is modified to read “*Non-Concessional Portion of the Loan*”; the term “*Unwithdrawn Loan Balance*” is modified to read “*Unwithdrawn Balance of the Non-Concessional Portion of the Loan*”; and the term “*Withdrawn Loan Balance*” is modified to read “*Withdrawn Balance of the Non-Concessional Portion of the Loan*”.
7. Paragraph 80 is replaced with the following definition of “Non-Concessional Portion of the Loan”:

“ “Non-Concessional Portion of the Loan” means the portion of the Loan provided to the Borrower on non-concessional terms in the Loan Agreement.”

8. Paragraph 104 is replaced with the following definition of “Unwithdrawn Balance of the Non-Concessional Portion of the Loan”:

“ “Unwithdrawn Balance of the Non-Concessional Portion of the Loan” means the amount of the Non-Concessional Portion of the Loan remaining unwithdrawn from the Loan Account from time to time.”