LOAN NUMBER 3165-VIE (SF)

LOAN AGREEMENT
(Special Operations)

(Greater Mekong Subregion Tourism Infrastructure for Inclusive Growth Project)

between

SOCIALIST REPUBLIC OF VIET NAM

and

ASIAN DEVELOPMENT BANK

DATED 25 November, 2014

VIE 46293

LOAN AGREEMENT
(Special Operations)

LOAN AGREEMENT dated 25 November 2014 between SOCIALIST REPUBLIC OF VIET NAM ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) the Borrower has applied to ADB for a loan for the purposes of the Project described in Schedule 1 to this Loan Agreement; and

(B) ADB has agreed to make a loan to the Borrower from ADB's Special Funds resources upon the terms and conditions set forth herein;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Loan Regulations; Definitions

Section 1.01. All provisions of the Special Operations Loan Regulations of ADB, dated 1 January 2006 ("Loan Regulations"), are hereby made applicable to this Loan Agreement with the same force and effect as if they were fully set forth herein:

Section 1.02. Wherever used in this Loan Agreement, the several terms defined in the Loan Regulations have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Loan Agreement have the following meanings:

(a) "Consulting Guidelines" means the Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers (2013, as amended from time to time);

(b) "Consulting Services" means the services to be financed out of the proceeds of the Loan as referred to in paragraph 3 of Schedule 1 to this Loan Agreement;

(c) "Destination Management Organization" means an entity responsible for the management and/or marketing of tourism within a specific geographic region such as a county, province, district or specific tourist attraction;

(d) "Environmental Management Plan" or "EMP" means the environmental management plan for the Project, including any update thereto, incorporated in the IEE;

(e) "Ethnic Minority Development Plan" or "EMDP" means the ethnic minority development plan for the Project, including any update thereto, prepared and submitted by the Borrower through the Project Executing Agency and cleared by ADB;

(f) "GAP" or "Gender Action Plan" means the gender action plan for the Project, including any update thereto, prepared and agreed between the Borrower and ADB and further set out in the PAM;

(g) "Goods" means equipment and materials to be financed out of the proceeds of the Loan, including related services such as transportation, insurance, installation, commissioning, training, and initial maintenance, but excluding Consulting Services;

(h) "Initial Environmental Examination" or "IEE" means the initial environmental examination for the Project, including any update thereto, prepared and submitted by the Borrower through the Project Executing Agency and cleared by ADB;

(i) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2012, as amended from time to time);

(j) "MCST" means the Ministry of Culture, Sports and Tourism of the Borrower or any successor thereto;

(k) "Output" means the output of the Project as further described in paragraph 2 of Schedule 1 to this Loan Agreement;

(l) "PAM" means the project administration manual for the Project dated 16 July 2014 and agreed between the Borrower through the Project Executing Agency and ADB, as updated from time to time in accordance with the respective administrative procedures of the Borrower and ADB;

(m) "Participating Provinces" means the provinces that will be involved in the implementation of the Project, namely the provinces of Dien Bien, Ha Tinh, Kien Giang, Lao Cai and Tay Ninh;

(n) "PPC" means the Provincial People's Committee of the Borrower or any successor thereto;

(o) "Procurement Guidelines" means ADB's Procurement Guidelines (2013, as amended from time to time);

(p) "Procurement Plan" means the procurement plan for the Project dated 16 July 2014 and agreed between the Borrower and ADB, as updated from time to time in accordance with the Procurement Guidelines, the Consulting Guidelines, and other arrangements agreed with ADB;

(q) "Project Executing Agency" for the purposes of, and within the meaning of, the Loan Regulations means MCST or any successors thereto acceptable to ADB, which is responsible for the carrying out of the Project;

(r) "Project facilities" means the facilities developed, constructed and operated and maintained under the Project;

(s) "Resettlement Plan" or "RP" means the resettlement plan for the Project, including any update thereto, prepared and submitted by the Borrower through the Project Executing Agency and cleared by ADB;

(t) "Safeguards Monitoring Report" means each report prepared and submitted by the Borrower through the Project Executing Agency to ADB that describes progress with implementation of and compliance with the EMP, the RP and the EMDP (as applicable), including any corrective and preventative actions; and

(u) "Works" means construction or civil works to be financed out of the proceeds of the Loan, including services such as drilling or mapping, and Project related services that are provided as part of a single responsibility or turnkey contract, but excluding Consulting Services.

ARTICLE II

The Loan

Section 2.01. ADB agrees to lend to the Borrower from ADB's Special Funds resources an amount in various currencies equivalent to thirty-two million three hundred sixty thousand Special Drawing Rights (SDR 32,360,000).

Section 2.02. (a) The Borrower shall pay to ADB an interest charge at the rate of 2.0% per annum during the grace period and thereafter, on the amount of the Loan withdrawn from the Loan Account and outstanding from time to time.

(b) The term "grace period" as used in subsection (a) hereinabove means the period prior to the first Principal Payment Date in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.03. The interest charge and any other charge on the Loan shall be payable semiannually on 15 March and 15 September in each year.

Section 2.04. The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.05. The currency of repayment of the principal amount of the Loan and the currency of payment of the interest charge for the purposes of Sections 4.03(a) and 4.04 of the Loan Regulations shall be the Dollar.

ARTICLE III

Use of Proceeds of the Loan

Section 3.01. The Borrower shall cause the proceeds of the Loan to be applied to the financing of expenditures on the Project in accordance with the provisions of this Loan Agreement.

Section 3.02. The proceeds of the Loan shall be allocated and withdrawn in accordance with the provisions of Schedule 3 to this Loan Agreement, as such Schedule may be amended from time to time by agreement between the Borrower and ADB.

Section 3.03. Except as ADB may otherwise agree, the Borrower shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to this Loan Agreement.

Section 3.04. Except as ADB may otherwise agree, the Borrower shall cause all items of expenditure financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

Section 3.05. Withdrawals from the Loan Account in respect of Goods, Works, and Consulting Services shall be made only on account of expenditures relating to:

(a) Goods which are produced in and supplied from and Works and Consulting Services which are supplied from such member countries of ADB as shall have been specified by ADB from time to time as eligible sources for procurement; and

(b) Goods, Works, and Consulting Services which meet such other eligibility requirements as shall have been specified by ADB from time to time.

Section 3.06. The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 30 June 2020 or such other date as may from time to time be agreed between the Borrower and ADB.

ARTICLE IV

Particular Covenants

Section 4.01. In the carrying out of the Project and operation of the Project facilities, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 5 to this Loan Agreement.

Section 4.02. (a) The Borrower shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with accounting principles acceptable to ADB; (iii) have such financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report (which includes the auditors' opinion on the financial statements, use of the Loan proceeds and compliance with the financial covenants of this Loan Agreement as well as on the use of the procedures for imprest fund(s) and statement of expenditures) and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the end of each related fiscal year, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 30 days of the date of their receipt by posting them on ADB's website.

(c) The Borrower shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and the Borrower's financial affairs where they relate to the Project with the auditors appointed pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the Borrower, unless the Borrower shall otherwise agree.

Section 4.03. The Borrower shall enable ADB's representatives to inspect the Project, the Goods and Works, and any relevant records and documents.

ARTICLE V

Effectiveness

Section 5.01. A date 90 days after the date of this Loan Agreement is specified for the effectiveness of this Loan Agreement for the purposes of Section 9.04 of the Loan Regulations.

ARTICLE VI

Miscellaneous

Section 6.01. The State Bank of Vietnam of the Borrower is designated as representative of the Borrower for the purposes of Section 11.02 of the Loan Regulations.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the Loan Regulations:

For the Borrower

State Bank of Vietnam
47 – 49 Ly Thai To
Hanoi, Viet Nam

Facsimile Numbers:

(84-4) 38250-612
(84-4) 38258-385.

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

(632) 636-2444
(84-4) 39331-373.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

SOCIALIST REPUBLIC OF VIET NAM

By _____
NGUYEN VAN BINH
Governor
State Bank of Viet Nam

ASIAN DEVELOPMENT BANK

By _____
TOMOYUKI KIMURA
Country Director
Viet Nam Resident Mission

SCHEDULE 1

Description of the Project

1. The expected impact of the Project shall be increased tourism employment for men and women living in the territory of the Borrower. The expected outcome of the Project shall be increased tourism receipts in the Participating Provinces.

2. The Project shall comprise the following Outputs:

(a) Improved Last-Mile Tourism Access Infrastructure

Under this Output, the Project shall:

(i) (A) upgrade approximately 2-kilometer access road and footpaths leading to the Da Dung cave in Kien Giang province; and (B) construct vendor kiosks, parking, and public amenities in the service area adjacent to the cave;
(ii) upgrade approximately 15-kilometer access road linking Ta Phin and Ban Khoang villages with Sapa town;
(iii) construct a multipurpose tourist information and service center with vendor kiosks, parking, and public amenities in Lao Cai city to promote local tourism products and services;
(iv) (A) upgrade approximately 19-kilometer access road to the Muong Phang national historical site in Dien Bien province; (B) construct roadside viewing platforms; and (C) expand parking, vendor kiosks, and public amenities at the Muong Phang national historical site tourist service area; and
(v) construct a multipurpose tourist information and service center with vendor kiosks, parking, and public amenities at historic Dien Bien Phu garrison to promote local tourism products and services.

(b) Improved Environmental Services in Cross-border Tourism Centers

Under this Output, the Project shall:

(i) at Phu Tu tourism zone in Kien Giang province, (A) upgrade drainage and construct public toilets and approximately 1000m^3/day wastewater treatment facility; (B) upgrade approximately 4.2-kilometer access road, ferry pier, and walking paths; and (C) construct a public market with sanitation, a visitor information center, and parking;
(ii) at Ba Den mountain in Tay Ninh province, (A) upgrade drainage and construct approximately 1,500m^3/day wastewater treatment plant; (B) extend public concourses and improve footpaths, electricity and water supply; (C) construct a tourist information center, vendor kiosks and public toilets; and (D) construct a service track and refuse transfer bunker;
(iii) at Huong Tich pagoda in Ha Tinh province, (A) upgrade drainage and construct approximately 1,000 m^3/day wastewater treatment plant; (B) upgrade approximately 5-kilometer access road to the pagoda site;

(C) extend public concourses and improve footpaths, electricity and water supply; and (D) construct a visitor information center, parking, vendor kiosks, and public toilets; and

(iv) upgrade drainage, water retention areas, solid waste management and construct a memorial square with parking, public toilets, rest pavilions and interpretative facilities at the Nguyen Du Tourism zone to improve sanitary conditions at the site and appropriately present the work of Viet Nam's revered poet Nguyen Du.

(c) Strengthened Institutional Capacity to Promote Inclusive Tourism Growth

Under this Output, the Project shall provide capacity building to improve destination management; promote micro-, small-, and medium-sized enterprise development; and prevent the negative social and environmental impacts of tourism.

(d) Effective Project Implementation and Management

Under this Output, the Project shall:

(i) provide capacity building support to the PCU and PIUs to ensure sound financial management and procurement, Works design and supervision, environmental and social safeguards monitoring, and the preparation of operations and maintenance plans for project facilities;
(ii) provide training and certification programs to promulgate regional tourism standards agreed by the Association of Southeast Asian Nations;
(iii) market multi-country tour circuits in cooperation with the private sector; and
(iv) improve the collection, analysis and reporting of tourism statistics, and carry out results monitoring.

3. The Project shall include consulting services and is expected to be completed by 31 December 2019.

SCHEDULE 2

Amortization Schedule

(Greater Mekong Subregion Tourism Infrastructure for Inclusive Growth Project)

Date Payment Due	Payment of Principal (expressed in Special Drawing Rights)*
15 March 2020	809,000
15 September 2020	809,000
15 March 2021	809,000
15 September 2021	809,000
15 March 2022	809,000
15 September 2022	809,000
15 March 2023	809,000
15 September 2023	809,000
15 March 2024	809,000
15 September 2024	809,000
15 March 2025	809,000
15 September 2025	809,000
15 March 2026	809,000
15 September 2026	809,000
15 March 2027	809,000
15 September 2027	809,000
15 March 2028	809,000
15 September 2028	809,000
15 March 2029	809,000
15 September 2029	809,000
15 March 2030	809,000
15 September 2030	809,000
15 March 2031	809,000
15 September 2031	809,000
15 March 2032	809,000
15 September 2032	809,000
15 March 2033	809,000
15 September 2033	809,000
15 March 2034	809,000
15 September 2034	809,000
15 March 2035	809,000
15 September 2035	809,000
15 March 2036	809,000
15 September 2036	809,000

Schedule 2

Date Payment Due	Payment of Principal (expressed in Special Drawing Rights)*
15 March 2037	809,000
15 September 2037	809,000
15 March 2038	809,000
15 September 2038	809,000
15 March 2039	809,000
15 September 2039	809,000
TOTAL	**32,360,000**

* The arrangements for payment are subject to the provisions of Sections 3.04 and 4.03 of the Loan Regulations.

SCHEDULE 3

Allocation and Withdrawal of Loan Proceeds

General

1. The table attached to this Schedule sets forth the Categories of items of expenditure to be financed out of the proceeds of the Loan and the allocation of the Loan proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category or Subcategory of the Table.)

Basis for Withdrawal from the Loan Account

2. Except as ADB may otherwise agree, the proceeds of the Loan shall be disbursed on the basis of the withdrawal percentage for each item of expenditure set forth in the Table.

Interest Charge

3. The amount allocated to Category 6 is for financing the interest charge on the Loan during the implementation period of the Project.

Reallocation

4. Notwithstanding the allocation of Loan proceeds and the withdrawal percentages set forth in the Table,

(a) if the amount of the Loan allocated to any Category appears to be insufficient to finance all agreed expenditures in that Category, ADB may, by notice to the Borrower, (i) reallocate to such Category, to the extent required to meet the estimated shortfall, amounts of the Loan which have been allocated to another Category but, in the opinion of ADB, are not needed to meet other expenditures, and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the withdrawal percentage applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made; and

(b) if the amount of the Loan allocated to any Category appears to exceed all agreed expenditures in that Category, ADB may, by notice to the Borrower, reallocate such excess amount to any other Category.

Disbursement Procedures

5. Except as ADB may otherwise agree, the Loan proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.

Attachment to Schedule 3

TABLE

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS (Greater Mekong Subregion Tourism Infrastructure for Inclusive Growth Project)			
Number	**Item**	**Total Amount Allocated for ADB Financing (SDR) Category**	**Basis for Withdrawal from the Loan Account**
1	Works	22,462,000	100% of total expenditure claimed*
2	Equipment & Specialized Vehicles	717,000	100% of total expenditure claimed*
3	Consulting Services	1,613,000	100% of total expenditure claimed
4	Capacity Building and Training	1,836,000	100% of total expenditure claimed
5	Recurrent Costs	1,571,000	100% of total expenditure claimed
6	Interest during Implementation	1,355,000	100% of amounts due
7	Unallocated	2,806,000	
	Total	32,360,000	

* Exclusive of taxes and duties imposed within the territory of the Borrower.

SCHEDULE 4

Procurement of Goods, Works and Consulting Services

General

1. The procurement of Goods, Works and Consulting Services shall be subject to and governed by the Procurement Guidelines, and the Consulting Guidelines, respectively.

2. All terms used in this Schedule and not otherwise defined in this Loan Agreement have the meanings provided in the Procurement Guidelines and/or the Consulting Guidelines, as applicable.

Goods and Works

3. Except as ADB may otherwise agree, Goods and Works shall only be procured on the basis of the methods of procurement set forth below:

(a) International Competitive Bidding;
(b) National Competitive Bidding; and
(c) Shopping.

4. The methods of procurement are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Borrower may only modify the methods of procurement or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.

National Competitive Bidding

5. The Borrower and ADB shall ensure that, prior to the commencement of any procurement activity under national competitive bidding, the Borrower's national competitive bidding procedures are consistent with the Procurement Guidelines. Any modifications or clarifications to such procedures agreed between the Borrower and ADB shall be set out in the Procurement Plan. Any subsequent change to the agreed modifications and clarifications shall become effective only after approval of such change by the Borrower and ADB.

Conditions for Award of Contract

6. The Borrower shall not award any Works contracts which involves environmental impacts or involuntary resettlement impacts until the Project Executing Agency has:

(a) obtained the final approval of the IEE, EMP and RP from the appropriate authority and ADB; and
(b) incorporated the relevant provisions from the EMP into the Works contract.

Consulting Services

7. Except as ADB may otherwise agree, and except as set forth in the paragraph below, the Borrower shall apply quality- and cost-based selection for selecting and engaging Consulting Services.

8. The Borrower shall apply the following method for selecting and engaging the specified Consulting Services, in accordance with, among other things, the procedures set forth in the Procurement Plan: Consultants' Qualifications Selection for external auditors.

9. The Borrower shall recruit the individual consultants for (a) financial management and procurement support; and (b) independent resettlement monitoring, in accordance with procedures acceptable to ADB for recruiting individual consultants.

Industrial or Intellectual Property Rights

10. (a) The Borrower shall ensure that all Goods and Works procured (including without limitation all computer hardware, software and systems, whether separately procured or incorporated within other goods and services procured) do not violate or infringe any industrial property or intellectual property right or claim of any third party.

(b) The Borrower shall ensure that all contracts for the procurement of Goods and Works contain appropriate representations, warranties and, if appropriate, indemnities from the contractor or supplier with respect to the matters referred to in subparagraph (a) of this paragraph.

11. The Borrower shall ensure that all ADB-financed contracts with consultants contain appropriate representations, warranties and, if appropriate, indemnities from the consultants to ensure that the Consulting Services provided do not violate or infringe any industrial property or intellectual property right or claim of industrial property or intellectual property right of any third party.

ADB's Review of Procurement Decisions

12. Contracts procured under international competitive bidding procedures and contracts for Consulting Services shall be subject to prior review by ADB, unless otherwise agreed between the Borrower and ADB and set forth in the Procurement Plan.

SCHEDULE 5

Execution of Project; Financial Matters

Implementation Arrangements

1. The Borrower shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by the Borrower and ADB. In the event of any discrepancy between the PAM and this Loan Agreement, the provisions of this Loan Agreement shall prevail.

Stakeholder Consultation

2. The Borrower shall ensure that community consultation takes place in every step of project implementation, in accordance with the stakeholder communication strategy in the PAM.

International Ferry Passenger Terminal on Phu Quoc Island

3. Within 36 months of the Effective Date, the Borrower shall permit tourists to arrive and depart Phu Quoc Island by sea through Phu Quoc international border-gates, following entry procedures approved by the entry and exit management body. Foreigners and Vietnamese holding foreign passports who enter, exit from, and reside in Phu Quoc Island, for a stay period not exceeding 15 days, shall be exempt from visa requirements.

Safeguards

4. The Borrower shall ensure that the preparation, design, construction, implementation, operation and decommissioning of the Project comply with (a) all applicable laws and regulations of the Borrower relating to environment, health and safety; (b) ADB's Safeguard Policy Statement 2009 (SPS); and (c) all measures and requirements set forth in the IEE, the EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report. The Borrower shall further ensure that the foregoing is applied and implemented for all parts of the Project, regardless of the financing source. If there is any discrepancy between the SPS and the Borrower's laws and regulations, the SPS shall prevail.

5. The Borrower shall ensure, and cause the provinces participating in the Project to ensure, that all land and all rights-of-way required for the project are made available to the Works contractor in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are implemented in compliance with: (a) all applicable laws and regulations of the Borrower relating to land acquisition and involuntary resettlement; (b) the SPS; and (c) all measures and requirements set forth in the resettlement plans, and any corrective or preventative actions set forth in the Safeguards Monitoring Report. Without limiting the application of the SPS or the RPs, the Borrower shall ensure that no physical or economic displacement takes place in connection with the Project until: (a) compensation and other entitlements have been provided to affected people in accordance with the RPs; and (b) a comprehensive income and livelihood restoration program has been established in accordance with the RPs.

6. The Borrower shall ensure that ADB funds shall not be applied to the activities described on the ADB Prohibited Investment Activities List set forth at Appendix 5 of the SPS.

7. The Borrower shall ensure the Project is implemented in compliance with: (a) all applicable laws and regulations of the Borrower relating to indigenous people; (b) the SPS; and (c) all measures and requirements set forth in the Ethnic Minority Development Plan, and any corrective or preventative actions set forth in the Safeguards Monitoring Report.

8. The Borrower shall make available necessary budgetary and human resources to fully implement the EMPs, RPs, EMDP and GAP. MCST shall cause contractors to (a) comply with measures in the IEEs, the EMPs, the RPs, and the EMDPs; (b) make available budgets for environmental and social mitigation measures; and (c) provide MCST with written notice of any unanticipated impacts arising during the contract period. MCST shall submit to ADB semiannual Safeguards Monitoring Reports, including occurrence of any unanticipated events, corrective actions undertaken, and any actual or potential breach of compliance with the measures and requirements set forth in the EMPs and the RPs.

Gender and Development

9. The Borrower shall ensure that the Gender Action Plan is fully implemented and that all Project activities are designed and implemented in accordance with ADB's Policy on Gender and Development (1998) including, but not limited to the requirement for: (a) 30% of the overall staff positions and 30% of the management and technical positions in the PCU and PIUs to be filled by women; (b) appointment of gender focal points in the PCU and each PIU; (c) 40% of unskilled workers hired for Project-related construction are to be women; (d) 40% of Destination Management Organization management positions are to be filled by women; and (e) disaggregation of all monitoring and evaluation data by sex and ethnicity.

Labor Standards

10. The Borrower shall ensure that all Works contractors: (a) comply with all applicable labor laws of the Borrower; (b) use their best efforts to employ women and local people, including disadvantaged people, living in the vicinity of the Project; (c) disseminate information at worksites on health safety for those employed during construction; (d) provide equal pay to men and women for work of equal type; (e) provide safe working conditions and separate culturally appropriate facilities for male and female workers; and (f) abstain from child labor.

Schedule 5

Counterpart Funds

11. The Borrower shall ensure counterpart funds for Project implementation are available on time and assist the participating provinces to prepare timely requests for annual budgetary appropriation requests to the respective PPC. The Borrower shall further ensure prompt disbursement of appropriated funds during each year of Project implementation.

Operations and Maintenance

12. The Borrower shall: (a) adopt a plan for achieving full cost recovery of the operation and maintenance expenditures of the facilities developed under Outputs 1 and 2, prior to their physical completion; and (b) commit to making up shortfall through budget allocations to cover operation and maintenance expenditures.

Governance and Anticorruption

13. The Borrower shall (a) comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the Project; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

14. The Borrower through the Project Executing Agency shall ensure that the anticorruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the executing and implementing agencies and all contractors, suppliers, consultants, and other service providers as they relate to the Project.

15. Within 3 months of the Effective Date, the Borrower through the Project Executing Agency shall establish a Project website to disclose project-related information on procurement, quarterly progress reports, safeguards documents and knowledge products developed by the Project.