OTF GRANT NUMBER TF0A6361

Ozone Projects Trust Fund
Grant Agreement

(HCFC Phase-Out Project Stage II)

between

SOCIALIST REPUBLIC OF VIETNAM

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as an Implementing Agency of the Multilateral Fund for the Implementation of the Montreal Protocol and Trustee of the Ozone Projects Trust Fund

Dated 7/ , 201_

OTF GRANT NUMBER TF0A6361

OZONE PROJECTS TRUST FUND
GRANT AGREEMENT

AGREEMENT dated _____, 201_, entered into between the SOCIALIST REPUBLIC OF VIETNAM ("Recipient") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as trustee of grant funds provided by Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer into the Ozone Projects Trust Fund ("OTF").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through its Ministry of Natural Resources and Environment ("MONRE") in accordance with the provisions of Article II of the Standard Conditions and with the Montreal Protocol.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed fourteen million six hundred and forty-four thousand eight hundred and thirty four Dollars ($14,644,834) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the above-mentioned trust fund for which the World Bank receives periodic contributions from the Multilateral Fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the treasurer of the Multilateral Fund based on instructions of the Executive Committee, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

(a) any party to a Sub-grant Agreement has failed to perform any of its respective obligations under said Agreement;

(b) the World Bank has declared any Beneficiary Enterprise ineligible to receive proceeds of any financing made by the World Bank, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the World Bank (including as administrator of funds provided by another financier), as a result of: (i) a determination by the World Bank that said Enterprise has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the World Bank; and/or (ii) a declaration by another financier that said Enterprise is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that said Enterprise has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier; and

(c) as a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that any Beneficiary Enterprise will be able to perform its obligations under the relevant Sub-grant Agreement.

Article V
Recipient's Representative; Addresses

5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Governor, or a Deputy Governor, of State Bank of Vietnam.

5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

State Bank of Vietnam
49 Ly Thai To
Hanoi, Vietnam

Facsimile:

(84-4) 3825 0612

5.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Facsimile:

1-202-477-6391

AGREED at Hanoi, Socialist Republic of Vietnam, as of the day and year first above written.

SOCIALIST REPUBLIC OF VIETNAM

By _____

Authorized Representative

Name: Nguyen Thi Hang

Title: Deputy Governor

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as Implementing Agency of the Multilateral Fund and Trustee of the Ozone Projects Trust Fund

By _____

Authorized Representative

Name: Ousmane Dione

Title: Country Director

SCHEDULE 1

Project Description

The objective of the Project is to reduce HCFC consumption in order to assist the Recipient meet its HCFC phase-out obligations under the Montreal Protocol, and to reduce greenhouse gas emissions arising from the replacement of these HCFCs.

The Project consists of the following parts:

Part 1: HCFC Consumption Reduction

Air-conditioning (AC) manufacturing and servicing sector

A. (a) Support to Beneficiary Enterprises in the AC manufacturing and servicing sector for conversion to non-HCFC based AC production; and (b) provision of technical support for, *inter alia,* policy measures, capacity building, and good practices related to the adoption of HFC-32.

Refrigeration manufacturing sector

B. Support to Beneficiary Enterprises in the refrigeration manufacturing sector for conversion of priority industrial refrigerating systems with available cost-effective and low GWP alternatives.

Refrigeration servicing sector

C. Provision of: (a) training and certification in good servicing and maintenance practices; (b) servicing tools to selected vocational training centers to enable training in the handling of alternative flammable refrigerants and to selected servicing shops to inform on alternatives and future HCFC phase-out projects; (c) technical assistance for selected industrial refrigeration end users on HCFC leakage management; and (d) support for monitoring, learning and dissemination activities.

Foam sector

D. Support Beneficiary Enterprises in the foam sector for establishment of blending housing, foam production conversion to hydrocarbon, methyl formate, hydrofluoroolefin or other low GWP alternatives, and conversion of extruded polystyrene foam production.

Part 2: Technical Assistance and Policy Actions

(a) Provision of technical and analytical support and capacity-building activities for, *inter alia,* sector-wide technology, technical and safety standards and best practices related to HCFC phase-out, monitoring information system and public awareness; and (b) provision of technical and advisory support for the development of HCFC phase-out policies and regulations and the carrying out of annual HCFC consumption verification.

Part 3: Project Management

Provision of support to manage, supervise, coordinate and evaluate the implementation of the Project, including support for launch and completion workshops, and financial audits.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional and Implementation Arrangements

The Recipient, through MONRE, shall establish by no later than two (2) months after the date of this Agreement, and thereafter maintain, throughout the period of implementation of the Project, a PMU, with composition, powers, functions, staffing, facilities and other resources satisfactory to the World Bank, responsible for: (i) planning and managing the implementation of the Project, including financial management and procurement; (ii) ensuring coordination among all relevant departments and agencies, including NOU, MOIT, and the Customs Bureau; and (iii) monitoring and reporting.

B. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Tranche Implementation Reports and Project Implementation Manual

1. For purposes of implementing the Project, the Recipient, through MONRE, shall prepare during the implementation of the Project, an Annual Tranche Implementation Report for submission to the Executive Committee setting out the activities to be carried out under the Project during the year covered by said report.

2. Throughout the implementation of the Project, the Recipient shall carry out the Project, in accordance with the Project Implementation Manual in a timely and efficient manner satisfactory to the World Bank. The Recipient shall not amend, suspend, or waive said Project Implementation Manual or any provision or schedule thereof, without the prior written agreement of the World Bank. In the event of any inconsistency between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

D. Sub-grants

1. For purposes of carrying out Sub-projects, the Recipient, through MONRE, shall make available a portion of the proceeds of the Grant to Beneficiary Enterprises as Sub-grants under Sub-grant Agreements with the respective Beneficiary Enterprises. Such Sub-grant Agreements shall be made under terms and conditions satisfactory to the World Bank, and further defined in the PIM.

2. The Recipient, through MONRE, shall, through each Sub-grant Agreement, obtain rights adequate to protect its interests and those of the World Bank, including the right to:

   (a) suspend or terminate the right of the Beneficiary Enterprise to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the Beneficiary Enterprise's failure to perform any of its obligations under the Sub-grant Agreement; and

   (b) require each Beneficiary Enterprise to:

      (i) carry out its supported activities with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient, the PIM, and the Safeguard Instruments;

      (ii) provide, promptly as needed, the resources required for the purpose of carrying out the Sub-project;

      (iii) as appropriate, procure or use the goods and services to be financed out of the Sub-grant, in accordance with the provisions of this Agreement;

      (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the supported activities and the achievement of their objectives;

(v) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the supported activities; and (B) at the Recipient's, the World Bank's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank;

(vi) enable the Recipient or the World Bank to inspect the supported activities and any relevant records and documents; and

(vii) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

3. The Recipient shall exercise its rights under each Sub-grant Agreement in such a manner as to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, repeal, waive or fail to enforce any Sub-grant Agreement or any of its provisions.

4. In case of conflict between this Agreement and a Sub-grant Agreement, this Agreement shall prevail.

5. The Recipient, through MONRE, shall: (a) adopt measures to monitor the performance of all Sub-Projects financed by Sub-grants in accordance with, arrangements satisfactory to the World Bank, in order to ensure that the Beneficiary Enterprises implementing the Sub-projects do not revert to the use of HCFCs after the completion of the Sub-projects; and (b) prepare and furnish to the World Bank no later than six (6) months after the completion of each Sub-project, a completion report under terms of reference satisfactory to the World Bank, outlining and/or verifying the activities undertaken under the respective Sub-project.

E. Safeguards

1. The Recipient, through MONRE, shall, and shall cause the Beneficiary Enterprises to, carry out the Project in accordance with the Safeguards Instruments in a manner and substance satisfactory to the World Bank.

2. The Recipient, through MONRE, shall, and shall cause the Beneficiary Enterprises to:

   (a) take all necessary actions to avoid or minimize to the extent possible any involuntary relocation of persons, or their loss of shelter, assets, or access to assets, or loss of income sources or means of livelihood, temporarily or permanently;

   (b) where the acquisition of land or assets or the displacement of people is unavoidable, before initiating the implementation of any works which would result in such acquisition or displacement, make available to such people compensation and, as applicable, relocate and rehabilitate the Displaced Persons in accordance with the Resettlement Policy Framework and the Resettlement Action Plans, and in a manner satisfactory to the World Bank; and

   (c) whenever required in terms of the EMPs and RPF, proceed to have Sub-project EMPs and RAPs: (i) prepared in form and substance satisfactory to the World Bank; (ii) except as otherwise agreed with the World Bank, furnished to the World Bank for review and approval; (iii) thereafter, adopted and publicly disclosed; and (iv) thereafter, to implement, or cause to be implemented, such plans in accordance with their terms and in a manner acceptable to the World Bank.

3. The Recipient, through MONRE, shall, and shall cause the Beneficiary Enterprises to, ensure that all land acquisition required for the purposes of carrying out works under the Project are financed exclusively out of its own resources, and shall provide, promptly as needed, the resources needed for the purposes of implementing the Safeguards Instruments, including: (a) all land acquisition required for the purposes of carrying out the Project; (b) resettlement and rehabilitation payments to Displaced Persons; and (c) all other costs associated with environmental and/or social mitigation measures set forth in the Safeguard Instruments.

4. The Recipient, through MONRE, shall, and shall cause the Beneficiary Enterprises to, ensure that each contract for works under the Project includes the obligations of the work contractors and any sub-contractor to comply with the relevant provisions of the EMPs and the Sub-project EMPs.

5. The Recipient, through MONRE, shall ensure, that all terms of reference for any technical assistance or studies carried out under the Project are consistent with, and pay due attention to, the World Bank's Safeguards Policies.

6. The Recipient, through MONRE, shall, and shall cause the Beneficiary Enterprises to:

   (a) not amend, revise or waive, nor allow to be amended, revised or waived, the provisions of the Safeguard Instruments or any provision of any one thereof, without the prior written agreement of the World Bank; and

   (b) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the World Bank, the implementation of the Safeguard Instruments.

7. In case of any inconsistency between the provisions of any of the Safeguard Instruments and this Agreement, the provisions of this Agreement shall prevail.

8. Without limitation to the provisions of paragraph 1 of Section II.A of this Schedule 2, the Recipient, through MONRE, shall, and shall cause the Beneficiary Enterprises to, take all measures necessary on its part to regularly collect, compile, and furnish to the World Bank, as part of the Project Reports, and promptly in a separate report whenever the circumstances warrant, information on the status of compliance with the Safeguards Instruments, giving details of:

   (a) measures taken in furtherance of the Safeguards Instruments;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and

   (c) remedial measures taken or required to be taken to address such conditions.

F. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on its part to enable the representatives of the Donor to visit parts of the Recipient's territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Mid-term Review; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

2. The Recipient shall carry out jointly with the World Bank, not later than thirty-six (36) months after the date of this Agreement, or such other period as may be agreed by the World Bank, a midterm review to assess the status of Project implementation, as measures against the performance indicators set forth in the Project Implementation Manual. Such review shall include an assessment of: (i) the progress in implementation; (ii) the results of monitoring and evaluation activities; (iii) the progress on procurement and disbursement; (iv) compliance with safeguard requirements; (v) adequacy of implementation arrangements; and (vi) the need to make any adjustments to the Project to improve performance.

3. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than three months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods, and non-consulting Services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

   (a) Section I of the Procurement Guidelines in the case of goods, works and Non-Consulting Services, and Sections I and IV of the Consultant Guidelines in the case of consultants' services; and

   (b) the provisions of this Section III, as the same shall be elaborated in the Procurement Plan.

2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, and Non-Consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and Non-Consulting Services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, and Non-Consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, and Non-consulting Services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to additional provisions set out in the Annex to this Schedule; (b) Shopping; (c) Direct Contracting and(d) Commercial Practices acceptable to the World Bank and described in the PIM.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions); and (d) the Annual Tranche Implementation Reports, to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consultants' services, Sub-grants, Incremental Operating Costs, and Training and Workshops under the Project	14,644,834	100%
TOTAL AMOUNT	**14,644,834**	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $200,000 may be made for payments made prior to this date but on or after June 1, 2018, for Eligible Expenditures.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2023.

ANNEX to SCHEDULE 2
National Competitive Bidding Procedures

The procedures to be followed for the procurement of goods, non-consulting services, and works under contracts awarded on the basis of National Competitive Bidding shall be those set forth in: (a) Article 20 on Open Bidding of the Recipient's Law on Procurement No. 43/2013/QH13 dated November 26, 2013 and related provisions necessary to effect the same; and (b) the Recipient's Decree No. 63/2014/ND-CP Guiding Implementation of the Law on the Procurement dated June 26, 2014 (collectively, "National Procurement Laws"), subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of the Procurement Guidelines and the following provisions:

Conflict of Interest

1. A bidder shall not have a conflict of interest. Any bidder found to have a conflict of interest shall be ineligible for award of a contract. The provisions on conflict of interest as stated under Section I of the Procurement Guidelines shall apply.

Eligibility

2. The eligibility of bidders shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Guidelines. Foreign bidders shall be eligible to participate in bidding under the same conditions as national bidders. In particular, no domestic preference over foreign bidders shall be granted to national bidders in bid evaluation, nor shall foreign bidders be asked or required to form joint ventures with or be subcontractors to national bidders in order to submit a bid.

3. Government-owned enterprises or institutions of the Recipient's country are eligible to bid in the Recipient's country only if they can establish that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Recipient or Sub- Recipient.

Time for Bid Preparation

4. The time allowed for the preparation and submission of bids for large and/or complex packages shall not be less than thirty (30) days from the date of the invitation to bid or the date of availability of the bidding documents, whichever is later.

Standard Bidding Documents

5. The standard bidding documents acceptable to the World Bank shall be used.

Bid Opening and Bid Evaluation

6. Bids shall be opened in public, immediately after the deadline for submission of bids, regardless of the number of bids received.

7. Evaluation of bids shall be made in strict adherence to the criteria that shall be clearly specified in the bidding documents and quantified in monetary terms for evaluation criteria other than price; merit points shall not be used in bid evaluation. No bid shall be eliminated from detailed evaluation on the basis of minor, non-substantive deviations. The evaluation of bidder's qualifications shall be conducted separately subsequent to the technical and commercial evaluation of the bid.

8. A contract shall be awarded, within the period of the validity of bids, to the bidder who meets the appropriate standards of capability and resources and whose bid has been determined: (i) to be substantially responsive to the bidding documents; and (ii) to offer the lowest evaluated cost. A bidder shall neither be required nor permitted, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify the bid as originally submitted.

9. No bid shall be rejected on the basis of a comparison with the employer's estimate and budget ceiling without the World Bank's prior written agreement.

Rejection of All Bids and Re-bidding

10. Rejection of all bids is justified when there is lack of effective competition, or all bids are not substantially responsive, or no bidder meets the specified qualification criteria, or the bid price of the lowest evaluated winning bid is substantially higher than the Recipient's updated estimated cost or available budget. All bids shall not be rejected or new bids solicited without the World Bank's prior written agreement.

Complaints by Bidders and Handling of Complaints

11. The Recipient shall implement an effective and independent protest mechanism, acceptable to the World Bank, allowing bidders to protest and have their protests handled in a timely manner.

APPENDIX

Definitions

1. "Annual Tranche Implementation Report" means each of the reports for the Project to be prepared by the Recipient, acceptable to the World Bank, on an annual basis as provided for in Section I.C of Schedule 2 to this Agreement, summarizing the implementation progress of the Project for the said year and the Project activities to be undertaken in the following calendar year, including the proposed annual budget for the Project and the annual reduction targets.

2. "Anti-Corruption Guidelines" means "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.

3. "Beneficiary Enterprise" means an enterprise duly established under the laws of the Recipient that meets the criteria set out in the Project Implementation Manual and which shall receive a Sub-grant under Parts 1.A, 1.B and 1.D of the Project.

4. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

5. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).

6. "Customs Bureau" means the Recipient's General Department of Customs established pursuant to Decision 65/2015/QD-TTg, dated December 17, 2015, or any successor thereto.

7. "Displaced Persons" means persons who, on account of implementation of the Project, have 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 persons 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.

8. "Environmental Management Plans" or "EMPs" means the Recipient's sector-wide environmental management plans, acceptable to the World Bank, all dated January 12, 2017, setting forth the modalities for environmental screening and procedures/actions for the preparation and implementation of environmental analysis, assessments and management plans under the Project, as said plans may be revised from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such plan.

9. "Executive Committee" or "ExCom" means the Executive Committee of the Multilateral Fund.

10. "GWP" means global warming potential.

11. "HFC-32" means difluoromethane.

12. "HCFC" means hydrochlorofluorocarbon.

13. "Incremental Operating Costs" the incremental operating costs under the Project incurred by the Recipient for purposes of Project management, implementation, and monitoring and evaluation, including office supplies and consumables, utilities, bank charges, communications, information and communication campaigns, mass media and printing services, vehicle rental, operation, maintenance, and insurance, office space rental, building and equipment maintenance, travel, lodging, and subsistence allowances, the incremental operating costs of the auditing services for the Project, and salaries of contractual and temporary staff, but excluding salary and salary supplements of staff of the Recipient's civil service ("công chức" and "viên chức").

14. "MOIT" means the Recipient's Ministry of Industry and Technology, or any successor thereto.

15. "MONRE" means the Recipient's Ministry of Natural Resources and Environment, or any successor thereto.

16. "Montreal Protocol" means the Montreal Protocol on Substances that Deplete the Ozone Layer to the Vienna Convention for the Protection of the Ozone Layer, which entered into force on January 1, 1989.

17. "Multilateral Fund" means the Multilateral Fund for the Implementation of the Montreal Protocol.

18. "NOU" means the national ozone unit established within MONRE pursuant to Decision No. 69 QD/KTTV, dated February 2, 1996, or any successor thereto.

19. "OTF" means the Ozone Projects Trust Fund which the World Bank administers as an implementing agency of the Multilateral Fund and acts as trustee.

20. "PMU" means the Project management unit to be established and maintained within MONRE, in accordance with Section I.A of Schedule 2 to this Agreement, or any successor thereto.

21. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).

22. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 5, 2018, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

23. "Project Implementation Manual" or "PIM" means the manual dated May 5, 2018, acceptable to the World Bank, for the operation of the Project referred to in Section I.C of Schedule 2 to this Agreement, which sets forth detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement, including detailed requirements and procedures for commercial procurement practices established for goods, works and non-consulting services for Beneficiary Enterprises; (d) environmental and social safeguards management; (e) monitoring and evaluation, reporting and communication; (f) an integrity action plan; (g) performance indicators; (h) the eligibility criteria and procedures for extending Sub-grants, including templates of Sub-grant Agreements, and grievance redress mechanisms in connection thereof; and (i) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project as the said manual may be amended from time to time with the prior written agreement of the World Bank.

24. "Resettlement Action Plans" or "RAPs" means the Recipient's resettlement plans acceptable to the World Bank, to be prepared and adopted in accordance with the RPF; as referred to in Section I.E of Schedule 2 to this Agreement; which set forth principles and procedures governing the acquisition of land and related assets, and the compensation, resettlement, and rehabilitation of Displaced Persons in accordance with the guidelines and procedures set forth in the RPF, as said plans

may be revised from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such plan.

25. "Resettlement Policy Framework" or "RPF" means the Recipient's resettlement policy framework acceptable to the World Bank, dated January 10, 2017, which sets forth principles for formulating entitlements and/or support for affected households, mitigation measures, grievance redress mechanisms, monitoring and evaluations of resettlement activities, budget and implementation arrangements, including capacity building through training, to carry out the acquisition of land and related assets under the Project and compensation, resettlement, support and livelihoods rehabilitation of Displaced Persons, and the preparation of additional RAPs during the implementation of the Project, as said RPF may be revised from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such framework.

26. "Safeguards Instruments" means, collectively, the Environmental Management Plans, the Sub-project EMPs, the Resettlement Policy Framework and the Resettlement Action Plans.

27. "Standards Conditions" means the "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated February 15,.2012.

28. "Sub-grant" means a grant made available by the Recipient to a Beneficiary Enterprise out of the proceeds of the Grant for carrying out a Sub-project, and to be withdrawn in installments based on requests from the Beneficiary Enterprise in accordance with the schedule and conditions set forth in the Project Implementation Manual and the Sub-grant Agreement; and the term "Sub-grants" means all such Sub-grants to Beneficiary Enterprises.

29. "Sub-grant Agreement" means each agreement to be entered into between MONRE and a Beneficiary Enterprise providing for a Sub-grant, as provided for in Section I.D of Schedule 2 to this Agreement.

30. "Sub-project" means a set of specific activities under Parts 1.A, 1.B and 1.D of the Project prepared and to be implemented by the Beneficiary Enterprises, in accordance with the Project Implementation Manual and the Sub-grant Agreement.

31. "Sub-project EMPs" means, collectively, each of the site-specific environmental management plans, acceptable to the World Bank, to be prepared by the Beneficiary Enterprises for each Sub-project, in accordance with the EMPs, setting forth the modalities for environmental screening and procedures/actions for the preparation and implementation of environmental analysis, assessments and

management plans under the Sub-project, as said plans may be revised from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such plan.

32. "Training and Workshops" means the reasonable costs of expenditure incurred by the Recipient, based on annual work plans and terms of reference acceptable to the World Bank, in facilitating and conducting domestic and overseas training and workshop activities of the Project, including costs of training or workshop materials; honoraria; interpretation and translation; equipment and venue rental; lunches; and per diem, accommodation, and transportation for those attending the training or workshop; but excluding salary and salary supplements of Recipient's civil servants ("công chức" and "viên chức").

33. "World Bank's Safeguards Policies" means the operational policies and procedures for financing of development projects by the World Bank at the date of this Agreement and relating to Environmental Assessment, Natural Habitats, Pest Management, Indigenous Peoples (Ethnic Minorities), Physical Cultural Rêsources, Involuntary Resettlement, Forests, Safety of Dams, Projects on International Waterways, and Projects in Disputed Areas, as published under https://policies.worldbank.org.