
LOAN NUMBER 4125-CAM (COL)
[Additional Financing to Loan 3464-CAM (SF)]

LOAN AGREEMENT
(Ordinary Operations [Concessional])
(Greater Mekong Subregion Health Security Project – Additional Financing)
(Cambodia Component)

between

KINGDOM OF CAMBODIA

and

ASIAN DEVELOPMENT BANK

DATED 08 DEC 2021

CAM 48118

LOAN AGREEMENT
(Ordinary Operations [Concessional])

LOAN AGREEMENT dated 08 DEC 2021 between KINGDOM OF CAMBODIA ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) by the Loan Agreement dated 14 December 2016 between the Borrower and ADB ("Initial Loan Agreement"), ADB provided a loan from ADB's Special Funds resources in the amount of fifteen million twelve thousand Special Drawing Rights (SDR15,012,000) to the Borrower for the purposes of the project described in Schedule 1 to the Initial Loan Agreement ("Initial Project");

(B) the Borrower has applied to ADB for a loan for the purposes of carrying out additional activities to the Initial Project, as described in Schedule 1 to this Loan Agreement ("Project");

(C) by a grant agreement of even date herewith between the Borrower and ADB ("JFPR Grant Agreement"), ADB has agreed to administer a grant from the Japan Fund for Poverty Reduction ("JFPR") in the amount of five million Dollars (\$5,000,000) (the "JFPR Grant") for the purpose of financing certain expenditures under the Project; and

(D) ADB has agreed to make a concessional loan to the Borrower from ADB's ordinary capital resources upon the terms and conditions set forth herein;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Loan Regulations; Definitions

Section 1.01. All provisions of ADB's Ordinary Operations (Concessional) Loan Regulations, dated 1 January 2017 ("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 to support carrying out the Project activities, as described in Schedule 1 to this Loan Agreement;
- (c) "EMP" means the environmental management plan for the Project, including any update thereto, incorporated in the IEE;
- (d) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;
- (e) "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;
- (f) "IEE" means the initial environmental examination for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;
- (g) "Indigenous Peoples Safeguards" means the principles and requirements set forth in Chapter V, Appendix 3, and Appendix 4 (as applicable) of the SPS;
- (h) "IPP" means the indigenous peoples plan for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;
- (i) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2017, as amended from time to time);
- (j) "MOH" means the Borrower's Ministry of Health, or any successor thereto;
- (k) "PAM" means the project administration manual for the Project dated 2 August 2021 and agreed between the Borrower and ADB, as updated from time to time in accordance with the respective administrative procedures of the Borrower and ADB;
- (l) "Procurement Guidelines" means ADB's Procurement Guidelines (2015, as amended from time to time);
- (m) "Procurement Manual" means the Procurement Manual dated 2 December 2019 (as amended from time to time) under the Standard Operating Procedures prepared by the Borrower, providing procurement-related policies and procedures for externally-financed projects and programs;
- (n) "Procurement Plan" means the procurement plan for the Project dated 2 August 2021 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 (which include the Standard Operating Procedures and the Procurement Manual as updated from time to time);

- (o) "Project Executing Agency" for the purposes of, and within the meaning of, the Loan Regulations means the MOH, or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Project;
- (p) "Project Facilities" means facilities to be constructed, procured, rehabilitated and/or maintained under the Project;
- (q) "Safeguards Monitoring Report" means each report prepared and submitted by the Borrower to ADB that describes progress with implementation of and compliance with the EMP and the IPP (as applicable), including any corrective and preventative actions;
- (r) "SPS" means ADB's Safeguard Policy Statement (2009);
- (s) "Standard Operating Procedures" means the standard operating procedures of the Borrower (2 December 2019, as amended from time to time) providing procedures applicable to all externally-financed project and programs in Cambodia; and
- (t) "Works" means construction or civil works as set out in the Procurement Plan and to be financed out of the proceeds of the Loan, 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. (a) ADB agrees to lend to the Borrower from ADB's ordinary capital resources an amount of twenty-five million Dollars (\$25,000,000).

(b) The Loan has a principal repayment period of 24 years, and a grace period as defined in subsection (c) hereinafter.

(c) The term "grace period" as used in subsection (b) 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 2.02. The Borrower shall pay to ADB an interest charge at the rate of 1% per annum during the grace period, and 1.5% per annum thereafter, on the amount of the Loan withdrawn from the Loan Account and outstanding from time to time.

Section 2.03. The interest charge and any other charge on the Loan shall be payable semiannually on 15 May and 15 November 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.

ARTICLE III

Use of Proceeds of the Loan

Section 3.01. The Borrower shall cause the proceeds of the Loan to be applied exclusively 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. (a) Withdrawals from the Loan Account in respect of Goods, Works, and Services shall only be made on account of expenditures relating to:

- (i) Goods which are produced in and supplied from and Works and 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
- (ii) Goods, Works, and Services which meet such other eligibility requirements as shall have been specified by ADB from time to time.

(b) For purposes of subparagraph (a)(ii), Goods, Works and Services may also be procured under the Project from non-member countries of ADB.

Section 3.05. The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 30 April 2024 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 financial reporting standards 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 auditing standards acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report, which includes the auditors' opinion(s) on the financial statements and the use of the Loan proceeds, 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 14 days of the date of ADB's confirmation of their acceptability 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, Works and Services, and any relevant records and documents.

ARTICLE V

Suspension; Acceleration of Maturity

Section 5.01. The following is specified as an additional event for suspension of the right of the Borrower to make withdrawals from the Loan Account for the purposes of Section 8.01(m) of the Loan Regulations: the Borrower shall have failed to perform any of its obligations under the JFPR Grant Agreement.

Section 5.02. The following is specified as an additional event for acceleration of maturity for the purposes of Section 8.07(d) of the Loan Regulations: the event specified in Section 5.01 of this Loan Agreement shall have occurred.

ARTICLE VI

Effectiveness

Section 6.01. The following is specified as an additional condition to the effectiveness of this Loan Agreement for the purposes of Section 9.01(f) of the Loan Regulations: the JFPR Grant Agreement shall have been duly executed and delivered and all conditions precedent to its effectiveness (other than a condition requiring the effectiveness of this Loan Agreement) shall have been fulfilled.

Section 6.02. 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 VII

Miscellaneous

Section 7.01. The Minister of Economy and Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.02 of the Loan Regulations.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the Loan Regulations:

For the Borrower

The Ministry of Economy and Finance
St. 92 Sangkat Wat Phnom
Khan Daun Penh
Phnom Penh
Cambodia
Facsimile Number:

(855-23) 427 798

(855-23) 428 424

For ADB

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

Facsimile Numbers:

(632) 8636-2444
(632) 8636-2331.

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.

KINGDOM OF CAMBODIA

By 

H.E. Dr. AUN PORNMONIROTH
Deputy Prime Minister
Minister of Economy and Finance

ASIAN DEVELOPMENT BANK

By 

ANTHONY ROBERT GILL
Officer-In-Charge
Cambodia Resident Mission

SCHEDULE 1

Description of the Project

1. The objective of the Project is to improve the Greater Mekong Subregion public health security performance
2. The Project shall comprise:
 - (a) **Component 2 - Strengthened national disease surveillance and outbreak response systems:**
 - (i) (A) a nationwide program of trainings for surveillance staff and rapid response teams to strengthen subnational capacity for communicable disease prevention, detection and response; (B) provision of outbreak response vehicles for provincial and national agencies; and (C) health education campaigns to enhance communities' preparedness for COVID-19 and other communicable disease threats; and
 - (ii) (A) the provision of computer hardware for central, provincial and district health agencies to enhance COVID-19 outbreak management and contact tracing efforts; (B) training on digital tools to support outbreak management; and (C) COVID-19 specific trainings for health surveillance, outbreak management and risk communications.
 - (b) **Component 3 - Improved laboratory service and hospital infection prevention and control:** the provision of (i) laboratories and hospitals with equipment to support diagnostics for communicable disease threats, including capacity for COVID-19 testing; (ii) refurbishment works for laboratories; (iii) waste management and infection prevention and control equipment for hospitals and laboratories; and (iv) training for hospital staff on laboratory and infection prevention control practices.
 - (c) **Component 4 - Emergency preparedness and response capacity for COVID-19 strengthened:** providing up to 14 provincial hospitals with: (i) oxygen plants and clinical equipment for oxygen therapy; (ii) ambulances for the transportation of COVID-19 patients; and (iii) training for hospital staff on the clinical management of COVID-19, including oxygen therapy. Hospital staff will be trained to provide support to persons affected by gender-based violence and mental health issues linked to the COVID-19 pandemic.
3. The Project is expected to be completed by 31 October 2023.

SCHEDULE 2

Amortization Schedule

<u>Payment Due</u>	<u>Payment of Principal</u> (expressed in USD)*
15 November 2029	520,833
15 May 2030	520,833
15 November 2030	520,833
15 May 2031	520,833
15 November 2031	520,833
15 May 2032	520,833
15 November 2032	520,833
15 May 2033	520,833
15 November 2033	520,833
15 May 2034	520,833
15 November 2034	520,833
15 May 2035	520,833
15 November 2035	520,833
15 May 2036	520,833
15 November 2036	520,833
15 May 2037	520,833
15 November 2037	520,833
15 May 2038	520,833
15 November 2038	520,833
15 May 2039	520,833
15 November 2039	520,833
15 May 2040	520,833
15 November 2040	520,833
15 May 2041	520,833
15 November 2041	520,833
15 May 2042	520,833
15 November 2042	520,833
15 May 2043	520,833
15 November 2043	520,833
15 May 2044	520,833
15 November 2044	520,833
15 May 2045	520,833
15 November 2045	520,833
15 May 2046	520,833
15 November 2046	520,833

Schedule 2

<u>Payment Due</u>	<u>Payment of Principal</u> (expressed in USD)*
15 May 2047	520,833
15 November 2047	520,833
15 May 2048	520,833
15 November 2048	520,833
15 May 2049	520,833
15 November 2049	520,833
15 May 2050	520,833
15 November 2050	520,833
15 May 2051	520,833
15 November 2051	520,833
15 May 2052	520,833
15 November 2052	520,833
15 May 2053	520,849
Total	25,000,000

* 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 allocated to items of expenditure, and disbursed on the basis of the withdrawal percentage for each item of expenditure set forth in the Table.

Reallocation

3. 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

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

TABLE

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS			
Number	Item	Total Amount Allocated for ADB Financing (\$)	Basis for Withdrawal from the Loan Account
		Category	
1	Equipment and Vehicles	12,180,000	100% of total expenditure claimed*
2	Facilities Repairs and Maintenance, Consulting Support, Training, Workshops & Community Mobilization, Project Management, and other Recurrent Costs	9,510,000	100% of total expenditure claimed
3	Unallocated	3,310,000	
	TOTAL	25,000,000	

* 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. Except as ADB may otherwise agree, Goods and Works shall be procured and Consulting Services shall be selected and engaged only on the basis of the procurement methods and the selection methods set forth below. These methods are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Borrower may only modify the procurement methods and the selection methods or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.
3. 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

4. Goods and Works shall be procured on the basis set out in 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 contract which involves environmental impacts until the MOH has:
 - (a) obtained the final approval of the IEE from the Borrower's Ministry of Environment; and
 - (b) incorporated the relevant provisions from the EMP into the Works contract.

Consulting Services

7. The Borrower shall recruit the individual consultants for the Consulting Services contracts set forth in the Procurement Plan in accordance with procedures acceptable to ADB for recruiting individual consultants.

Industrial or Intellectual Property Rights

8. (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.

9. 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 any third party.

ADB's Review of Procurement Decisions

10. Contracts for Goods, Works and 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, or shall cause the Project Executing Agency to 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 the Loan Agreement, the provisions of the Loan Agreement shall prevail.

Environment

2. The Borrower shall ensure, or shall cause the Project Executing Agency to ensure, that the preparation, design, construction, implementation, operation and decommissioning of the Project and all Project Facilities comply with (a) all applicable laws and regulations of the Kingdom of Cambodia relating to environment, health and safety; (b) the Environmental Safeguards; and (c) all measures and requirements set forth in the IEE and the EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

Involuntary Resettlement

3. The Borrower shall ensure, or shall cause the Project Executing Agency to ensure, that the Project does not have any involuntary resettlement impacts, all within the meaning of the SPS. In the event that the Project does have any such impact, the Borrower shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the government and with the SPS.

4. In the event that any unanticipated environmental and/or social risks or impacts are identified during implementation of the Project that may result in environmental or involuntary resettlement impacts within the meaning of the SPS, the Borrower shall promptly inform ADB of the occurrence of such risks or impacts, with a detailed description of the occurrence and proposed corrective action plan.

Indigenous Peoples

5. The Borrower shall ensure, or shall cause the Project Executing Agency to ensure, that the preparation, design, construction, implementation and operation of the Project and all Project Facilities comply with (a) all applicable laws and regulations of the government relating to indigenous peoples; (b) the Indigenous Peoples Safeguards; and (c) all measures and requirements set forth in the IPP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

Human and Financial Resources to Implement Safeguards Requirements

6. The Borrower shall make available, and cause the Project Executing Agency to make available, necessary budgetary and human resources to fully implement the IEE, the EMP and the IPP.

Safeguards-Related Provisions in Bidding Documents and Works Contracts

7. The Borrower shall ensure, or shall cause the Project Executing Agency to ensure, that all bidding documents and contracts for works contain provisions that require contractors to:

- (a) comply with the measures relevant to the contractor set forth in the IEE, the EMP, and the IPP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report;
- (b) make available a budget for all such environmental and social measures; and
- (c) provide the Borrower with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the project that were not considered in the IEE, the EMP or the IPP.

Safeguards Monitoring and Reporting

8. The Borrower shall, and shall cause the Project Executing Agency to do the following:

- (a) submit annual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon submission;
- (b) if any unanticipated environmental and/or social risks and impacts arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, or the IPP, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and
- (c) report any actual or potential breach of compliance with the measures and requirements set forth in the EMP or the IPP promptly after becoming aware of the breach.

Prohibited List of Investments

9. The Borrower shall ensure, or shall cause the Project Executing Agency to ensure, that no proceeds of the Loan are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.

Labor Standards, Health and Safety

10. The Borrower shall ensure, or shall cause the Project Executing Agency to ensure, that the core labor standards and the Borrower's applicable laws and regulations are complied with during Project implementation. The Borrower shall include specific provisions in the bidding documents and contracts financed by ADB under the Project requiring that the

contractors, among other things: (a) comply with the Borrower's applicable labor law and regulations and incorporate applicable workplace occupational safety norms; (b) do not use child labor; (c) do not discriminate workers in respect of employment and occupation; (d) do not use forced labor; (e) do not restrict the workers from developing a legally permissible means of expressing their grievances and protecting their rights regarding working conditions and terms of employment; and (f) disseminate, or engage appropriate service providers to disseminate, information on the risks of sexually transmitted diseases, including HIV/AIDS, to the employees of contractors engaged under the Project and to members of the local communities surrounding the Project area, particularly women.

11. The Borrower shall strictly monitor compliance with the requirements set forth in paragraph 10 above and provide ADB with regular reports.

Gender and Development

12. The Borrower shall ensure, or shall cause the Project Executing Agency to ensure, that (a) the GAP is implemented in accordance with its terms; (b) the bidding documents and contracts include relevant provisions for contractors to comply with the measures set forth in the GAP; (c) adequate resources are allocated for implementation of the GAP; and (d) progress on implementation of the GAP, including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB.

Counterpart Support

13. The Borrower, through the Project Executing Agency, shall ensure that (a) all counterpart funds are made available for Project implementation in a timely manner; and (b) operation and maintenance of all Project Facilities is fully funded.

Governance and Anticorruption

14. 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.

15. The Borrower 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.