LOAN NUMBER 4717-PAK (COL)

LOAN AGREEMENT
(Ordinary Operations [Concessional])

(Punjab Nursing and Health Workforce Reform Program)

between

ISLAMIC REPUBLIC OF PAKISTAN

and

ASIAN DEVELOPMENT BANK

DATED 12th December 2025

PAK 57317

LOAN AGREEMENT
(Ordinary Operations [Concessional])

LOAN AGREEMENT dated 12-12-2025 between ISLAMIC REPUBLIC OF PAKISTAN ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

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

(B) the Program will be carried out by the government of Punjab (as defined hereinafter), acting through SHC&MED (as defined hereinafter), and for this purpose the Borrower will make available to the government of Punjab the proceeds of the loan provided for herein upon terms and conditions satisfactory to ADB; and

(C) 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 and in the Program Agreement between ADB and Punjab;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Loan Regulations; Definitions

Section 1.01. All the provisions of ADB's Ordinary Operations (Concessional) Loan Regulations, dated 1 January 2022 ("Loan Regulations"), are hereby made applicable to this Loan Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications:

(a) Section 2.01(v) is deleted and the following is substituted therefor:

"Program" means the program for which ADB has agreed to make the Loan, as described in the Loan Agreement and as such description may be amended from time to time by agreement between ADB and the Borrower;

(b) The term "Project" wherever it appears in the Loan Regulations shall be substituted by the term "Program".

(c) Section 2.01(w) is deleted and the following is substituted therefor:

"Program Agreement" means the program agreement between ADB and Province of Punjab, as such agreement may be amended from time to time; and such Program Agreement includes all schedules to the program agreement;

(d) The term "Project Agreement" wherever it appears in the Loan Regulations shall be substituted by the term "Program Agreement".

(e) Section 2.01(x) is deleted and the following is substituted therefor:

"Program Executing Agency" means the entity responsible for the carrying out of the Program as specified in the Loan Agreement;

(f) The term "Project Executing Agency" wherever it appears in the Loan Regulations shall be substituted by the term "Program Executing Agency", except where it appears in Sections 6.01(a), 8.01(d), 8.01(f), 8.01(k), 9.01(c) and 9.02(c) of the Loan Regulations in which case it shall be substituted by the term "Province of Punjab".

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) "Anticorruption Guidelines" means ADB's Guidelines to Prevent or Mitigate Fraud, Corruption and Other Prohibited Activities in Results-Based Lending for Programs as set forth in Appendix 1 to the PID;

(b) "Broader Government Program" means the Borrower's Punjab Health Sector Strategy 2019–2028 and Pakistan Nursing & Midwifery Policy Framework (2025-34), which is supported by the Program;

(c) "BScN" means Bachelor of Science in Nursing;

(d) "COE" means Center of Excellence;

(e) "Deposit Account" means the account referred to in paragraph 2 of Schedule 3 to this Loan Agreement;

(f) "DLI" means each disbursement-linked indicator as set forth in the DLI Matrix;

(g) "DLI Matrix" means the DLI matrix for the Program as set forth in Attachment 2 of Schedule 3 to this Loan Agreement, as updated from time to time by the Borrower and ADB;

(h) "DLI Verification Protocol" means the protocol for verifying the Borrower's achievement of each DLI, as set forth in the PID;

(i) "Eligible Expenditures" means the eligible expenditures referred to in paragraph 2 of Schedule 4 to this Loan Agreement;

(j) "Environmental Safeguards" means the objectives and policy principles set forth in Chapter V of the SPS;

(k) "Fiscal Year" or "FY" means the fiscal year of the Borrower, which runs from 1 July to 30 June of each year;

(l) "High-Value Contracts" means (i) procurement of works, turnkey and supply and installation contracts that cost $50 million equivalent or more per contract; (ii) procurement of goods contracts that cost $30 million equivalent or more per contract; (iii) information technology or nonconsulting services contracts that cost $20 million equivalent or more per contract; or (iv) consulting services contracts that cost $15 million equivalent or more per contract;

(m) "HRH" means human resources for health;

(n) "HRMIS" means Human Resource Management Information System;

(o) "Indigenous Peoples Safeguards" means the objectives and policy principles set forth in Chapter V of the SPS;

(p) "Involuntary Resettlement Safeguards" means the objectives and policy principles set forth in Chapter V of the SPS;

(q) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2022, as amended from time to time);

(r) "MScN" means Master of Science in Nursing;

(s) "PhD" means Doctor of Philosophy;

(t) "PID" means the program implementation document for the Program dated 17 October 2025, as updated from time to time by the Borrower and ADB;

(u) "Program Action Plan" means the action plan for the Program dated 17 October 2025, as updated from time to time by the Borrower and ADB;

(v) "Program Actions" means the actions set out in the Program Action Plan;

(w) "Program Completion Date" means the date set out in paragraph 3 of Schedule 1 to this Loan Agreement, or such other date as the Borrower and ADB may agree;

(x) "Program Executing Agency" for the purposes of, and within the meaning of, the Loan Regulations means Punjab acting through SHC&MED, or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Program;

(y) "PSSA" means the program safeguard system assessment for the Program, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;

(z) "Punjab" means the Province of Punjab of the Borrower, or any successor thereto acceptable to ADB;

(aa) "SHC&MED" means the Specialized Healthcare & Medical Education Department of the government of Punjab, or any successor thereto acceptable to ADB;

(bb) "SPS" means ADB's Safeguard Policy Statement (2009); and

(cc) "Table" means the table on the allocation and withdrawal of Loan proceeds set forth in Attachment 1 of Schedule 3 to this Loan Agreement.

ARTICLE II

The Loan

Section 2.01. (a) ADB agrees to lend to the Borrower from ADB's ordinary capital resources an amount of one hundred fifty million Dollars ($150,000,000).

(b) The Loan has a principal repayment period of 20 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 2% 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.

Section 2.03. The interest charge and any other charge on the Loan shall be payable semiannually on 15 April and 15 October 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 make the proceeds of the Loan available to the Program Executing Agency upon terms and conditions satisfactory to ADB and shall ensure, and cause the Program Executing Agency to ensure, that the proceeds of the

Loan are applied to the financing of expenditures on the Program in accordance with the provisions of this Loan Agreement and the Program 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. The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 31 December 2030 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 Program, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 4 to this Loan Agreement and the Program Agreement.

Section 4.02. ADB shall disclose the annual audited financial statements for the Program 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.

Section 4.03. As part of the reports and information referred to in Section 6.05 of the Loan Regulations, the Borrower shall furnish, or cause to be furnished, to ADB (a) semiannual reports on the implementation of the Program, including the accomplishment of the DLIs, the carrying out of the Program Actions and the Eligible Expenditures; and (b) as ADB shall reasonably request, additional information in connection with the reports described in subsection (a) hereinabove and other information on Program implementation.

Section 4.04. The Borrower shall enable ADB's representatives to inspect the Program and any relevant records and documents.

Section 4.05. The Borrower shall take all actions which shall be necessary on its part to enable the Program Executing Agency to perform its obligations under the Program Agreement, and shall not take or permit any action which would interfere with the performance of such obligations.

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 Secretary of the Ministry of Economic Affairs 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

The Secretary
Ministry of Economic Affairs
Islamabad
Islamic Republic of Pakistan

Facsimile Number:

(92-51) 910-4016

For ADB

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

Facsimile Number:

(632) 8636-2444.

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.

ISLAMIC REPUBLIC OF PAKISTAN

By _____
MUHAMMAD HUMAIR KARIM
Secretary
Ministry of Economic Affairs

ASIAN DEVELOPMENT BANK

By _____
XIAOQIN FAN
Country Director
Pakistan Resident Mission

SCHEDULE 1

Description of the Program

1. The objective of the Program is to support the Broader Government Program's implementation to enhance availability of an adequately qualified nursing workforce to meet evolving health needs with increased access to employment opportunities for women in the nursing profession.

2. The Program shall comprise:

(a) Quality of nursing professionals improved. This includes the following: (i) faculty development through training of nursing educators; (ii) enrolling 800 BScN and 100 MScN students in new COEs; (iii) providing international hybrid participation certificates to at least 150 students in high-demand specialties; and (iv) updating curriculum, developing specialty course modules, and creating a framework for continuing education.

(b) Climate-resilient and gender-sensitive COEs for nursing education established. This includes constructing, equipping, and operationalizing three COEs, including classrooms, digital infrastructure, simulation laboratories, skills laboratories, and gender-responsive hostels.

(c) Governance and management for health workforce strengthened. This includes the following: (i) establishing an independent COE board of governors; (ii) developing a COE governance framework covering legal, administrative, and academic domains; (iii) establishing and operationalizing a functional HRH management unit within SHC&MED to oversee workforce planning, management, and quality assurance; and (iv) operationalizing an integrated HRMIS for nursing workforce planning, structured staffing of the COEs, and conducting outreach campaigns to enhance visibility and professional status of nurses in Punjab's health system.

3. The Program is expected to be completed by 31 December 2030.

SCHEDULE 2

Amortization Schedule

Payment Due Date	Payment of Principal (expressed in USD)*
15 April 2031	3,750,000
15 October 2031	3,750,000
15 April 2032	3,750,000
15 October 2032	3,750,000
15 April 2033	3,750,000
15 October 2033	3,750,000
15 April 2034	3,750,000
15 October 2034	3,750,000
15 April 2035	3,750,000
15 October 2035	3,750,000
15 April 2036	3,750,000
15 October 2036	3,750,000
15 April 2037	3,750,000
15 October 2037	3,750,000
15 April 2038	3,750,000
15 October 2038	3,750,000
15 April 2039	3,750,000
15 October 2039	3,750,000
15 April 2040	3,750,000
15 October 2040	3,750,000
15 April 2041	3,750,000
15 October 2041	3,750,000
15 April 2042	3,750,000
15 October 2042	3,750,000
15 April 2043	3,750,000
15 October 2043	3,750,000
15 April 2044	3,750,000
15 October 2044	3,750,000
15 April 2045	3,750,000
15 October 2045	3,750,000
15 April 2046	3,750,000
15 October 2046	3,750,000
15 April 2047	3,750,000
15 October 2047	3,750,000
15 April 2048	3,750,000

Schedule 2

Payment Due Date	Payment of Principal (expressed in USD)*
15 October 2048	3,750,000
15 April 2049	3,750,000
15 October 2049	3,750,000
15 April 2050	3,750,000
15 October 2050	3,750,000
Total	**150,000,000**

* 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. Except as set out in this Schedule or as ADB may otherwise agree, the Loan proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.

Deposit Account

2. Prior to submitting the first application to ADB for withdrawal from the Loan Account, the Borrower shall nominate an account at State Bank of Pakistan as the Deposit Account for the Program into which all withdrawals from the Loan Account shall be deposited.

3. The Borrower shall maintain separate records in respect of the Deposit Account in accordance with accounting principles acceptable to ADB.

Basis for Withdrawal from the Loan Account

4. (a) The Table sets out the Loan amounts allocated for withdrawal in respect of a DLI upon the Borrower's achievement of the corresponding DLI targets as set out in the DLI Matrix. The years set out in the Table are indicative. They do not restrict withdrawal on account of any DLI targets achieved whether ahead of, or later than, the indicated year, provided that such DLI targets are achieved on or before the Program Completion Date.

(b) ADB may, in consultation with the Borrower, reallocate the Loan amounts set out in the Table within the same DLI or from one DLI to any other DLI.

5. Prior to submitting any application for withdrawal from the Loan Account in respect of a DLI, the Borrower shall submit to ADB in accordance with the DLI Verification Protocol satisfactory evidence showing that: (a) such DLI has been fully achieved; or (b) for a DLI for which partial disbursement is allowed (as specified in the DLI Matrix), such DLI has been achieved to the extent required for partial disbursement under the DLI Verification Protocol. Upon ADB's confirmation that the DLI has been achieved in full or in part, the Borrower may submit to ADB an application for withdrawal of the corresponding Loan amount for such DLI.

Advance Financing and Financing for Prior Results

6. (a) Prior to the achievement of the DLIs, the Borrower may withdraw from the Loan Account an advance financing amount for the purposes of meeting the Program's financing requirements and supporting the achievement of such DLIs, provided that the outstanding advance financing amount shall not, at any time, exceed 25% of the Loan amount. ADB shall deduct the outstanding advance financing amount, or any portion thereof, from the Loan proceeds to be disbursed upon achievement of the DLIs.

(b) The Borrower may withdraw from the Loan Account for DLIs achieved prior to the Effective Date but not earlier than 12 months before the date of this Loan

Agreement, provided that the aggregate of such withdrawals for prior results shall not exceed 5% of the Loan amount.

(c) The aggregate of the outstanding advance financing amount and the amount withdrawn for financing for prior results under subparagraphs (a) and (b) hereinabove shall not, at any time, exceed 30% of the Loan amount.

Reconciliation

7. If any DLI has not been achieved by the Program Completion Date, the Borrower shall, within 6 months of the Program Completion Date, provide a refund to ADB for any outstanding advance financing amount or part thereof for such DLI.

8. If the total Eligible Expenditures amount to less than the Loan amount withdrawn by the Borrower, the Borrower shall provide a refund to ADB for an amount equal to the extent of the shortfall within 6 months of the Program Completion Date.

TABLE

Allocation and Withdrawal of Loan Proceeds ($ million)								
Disbursement-Linked Indicators (DLI)		**Total ADB Financing Allocation**	**Financing for Prior Results**	**2026**	**2027**	**2028**	**2029**	**2030**
DLI 1		6.5	2.5	-	-	-	1.5	2.5
DLI 2		2.0	-	-	-	-	1.0	1.0
DLI 3	(a)	3.5	2.0	0.5	0.5	0.5	-	-
	(b)	1.5	-	0.5	0.5	0.5	-	-
	(c)	3.0	-	-	-	-	1.0	2.0
DLI 4	(a)	6.0	-	-	-	-	2.5	3.5
	(b)	4.0	-	-	-	-	1.5	2.5
DLI 5		3.0	-	-	-	-	1.0	2.0
DLI 6		80.0	-	8.0	24.0	48.0	-	-
DLI 7		35.0	-	4.0	12.0	16.0	3.0	-
DLI 8	(a)	3.0	1.5	1.0	0.5	-	-	-
	(b)	2.5	1.5	0.5	0.5	-	-	-
TOTAL		**150.0**	**7.5**	**14.5**	**38.0**	**65.0**	**11.5**	**13.5**

Attachment 2 to Schedule 3

DLI MATRIX

Disbursement-Linked Indicators (DLI)	Baseline and Year	Prior Results	2026	2027	2028	2029	2030
DLI 1: At least 800 nursing professionals (of which at least 60% are women) graduated from COE degree programs, specialized courses and faculty development program	Not applicable, COEs yet to be developed; 2025	PIU Notified and Staffed				≥ 300	≥ 800
DLI 2: COE student and faculty quality assessment scores improved by at least 2 percentage points	Not applicable, COEs yet to be developed; 2025					Baseline composite score established at each COE	≥2 percentage points relative to the baseline composite score at each COE
DLI 3: Nursing education faculty strengthened							
a. At least 15 nursing education leaders (of which at least 80% are women) enrolled in eligible international PhD programs	0; 2025	Punjab Nursing Education Capacity Building PC-1 approved	≥5 nursing educators enrolled in international PhD programs	≥10 nursing educators enrolled in international PhD programs	≥15 nursing educators enrolled in international PhD programs		
b. At least 45 nursing educators (at least 80% are women)	0; 2025		≥15 nursing educators	≥30 nursing educators	≥45 nursing educators		

Disbursement-Linked Indicators (DLI)	Baseline and Year	Prior Results	2026	2027	2028	2029	2030
sponsored to pursue MScN degrees from accredited national institutions			sponsored	sponsored	sponsored		
c. At least 150 nursing educators (of which at least 80% are women) from government nursing colleges completed COE faculty development program training	Not applicable, COEs yet to be developed; 2025					≥50 nursing educators complete training at COEs	≥150 nursing educators complete training at COEs
DLI 4: Nursing students enrolled in COE degree programs							
a. At least 800 nursing students (of which at least 80% are women) enrolled in COE BScN program	Not applicable, COEs yet to be developed; 2025					≥300 BScN students	≥800 BScN students
b. At least 100 nursing students (of which at least 60% are women) enrolled in COE MScN program	Not applicable, COEs yet to be developed; 2025					≥40 MScN students	≥100 MScN students
DLI 5: International participation certificates in public health, health security or elderly care obtained by at least 150 COE nursing students (of which at least 60% are women)	Not applicable, COEs yet to be developed; 2025					≥50	≥150

Disbursement-Linked Indicators (DLI)	Baseline and Year	Prior Results	2026	2027	2028	2029	2030
DLI 6: Three (3) climate resilient and gender sensitive COEs for nursing education constructed	Not applicable, COEs yet to be developed; 2025		Works Awarded for development of 3 COEs to contractors	At least 30% of financial progress achieved at 3 COEs on aggregate basis	100% financial progress achieved at 3 COEs on aggregate basis		
DLI 7: Three (3) COEs furnished with modern equipment and digital infrastructure	Not applicable, COEs yet to be developed; 2025		Equipment and digital infrastructure specifications finalized	At least 30% of equipment and digital infrastructure procured according to specifications	At least 85% of equipment and digital infrastructure procured according to specifications	100% of equipment and digital infrastructure procured according to specifications	
DLI 8: Improved health workforce governance							
a. COE Governance Framework comprising rules, regulations and policies including workplace gender equality approved by the independent COE Board of Governors of which at least 33% are female members	Not applicable, COEs yet to be developed; 2025	Board of Governors notified	Draft Governance Framework developed	Final Governance Framework notified			
b. A dedicated HRH	0; 2025	HRH Managem	Provinc ial	Projecti ons for			

Disbursement-Linked Indicators (DLI)	Baseline and Year	Prior Results	2026	2027	2028	2029	2030
management unit within SHC&MED to oversee workforce planning, management, and quality assurance functional		ent Unit notified	HRH Plans develo ped	Provinc ial HRH require ments develo ped			

SCHEDULE 4

Execution of Program

Implementation Arrangements

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

2. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that the aggregate amount of Eligible Expenditures under the Program is equal to or exceeds the Loan proceeds withdrawn by the Borrower for the Program. Such Eligible Expenditures are part of the expenditures incurred under the Broader Government Program, but they exclude any expenditures for (a) procurement of works, goods and services from persons or entities debarred or suspended by ADB; (b) procurement involving High-Value Contracts; (c) any activities which are classified as category A for environmental impact under the SPS; (d) any activities assessed as likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on environment and/or affected people; and (e) any activities which are prohibited investment activities provided in Appendix 5 of the SPS.

DLI Compliance and Program Dialogue

3. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that all DLIs achieved under the Program continue to be complied with for the duration of the Broader Government Program.

4. The Borrower shall, or cause the Program Executing Agency to, keep ADB informed of discussions with other multilateral or bilateral aid agencies that may have implications for the implementation of the Broader Government Program and the Program and shall provide ADB with an opportunity to comment on any resulting proposals. The Borrower shall, or cause the Program Executing Agency to, give due consideration to ADB's views before finalizing and implementing any such proposal.

Technical and Operational Requirements

5. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that all Program Actions in the areas of technical and operational requirements (including nursing education and academic preparedness, staffing, program expenditure and financing, governance and institutional arrangements, and monitoring and evaluation) are implemented in a timely and efficient manner.

Financial Management

6. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that all Program Actions in the area of financial management are implemented in a timely and efficient manner.

Procurement

7. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that each contract under the Program is awarded on the basis of the Program's procurement system, having due regard for principles of competition, economy and efficiency, transparency, and fairness and equal opportunity.

8. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that all Program Actions in the area of procurement are implemented in a timely and efficient manner.

Environmental and Social Safeguards

9. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that all Program Actions in the area of environmental and social safeguards are implemented in a timely and efficient manner.

10. (a) The Borrower shall ensure, or cause the Program Executing Agency to ensure, that no construction or rehabilitation works under the Program involve significant adverse environmental impacts that may be classified as category A under the SPS. Prior to commencing any construction or rehabilitation works under the Program, the Borrower shall conduct, or cause the Program Executing Agency to conduct, a screening to ensure that any works that may be classified as category A for environment impacts within the meaning of SPS are excluded from the Program.

(b) The Borrower shall ensure, or cause the Program Executing Agency to ensure, that the preparation, design, construction, implementation, operation and decommissioning of all activities under the Program comply with: (i) all applicable laws, regulations and guidelines of the Borrower relating to environment, health and safety; (ii) the Environmental Safeguards; and (iii) all measures and requirements, including monitoring requirements set forth in the Program Action Plan.

11. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that the preparation, design, construction, implementation, operation and decommissioning of all activities under the Program comply with: (a) all applicable laws and regulations of the Borrower relating to resettlement; (b) Involuntary Resettlement Safeguards; and (c) all measures and requirements, including monitoring requirements set forth in the Program Action Plan.

12. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that the Program does not involve any indigenous people risks or impacts within the meaning of the SPS. If due to unforeseen circumstances, the Program involves any such impacts, the Borrower shall ensure, or cause the Program Executing Agency to ensure, that the Program complies with (a) all applicable laws and regulations of the Borrower relating to indigenous peoples; (b) Indigenous Peoples Safeguards; and (c) all measures and requirements, including monitoring requirements set forth in the Program Action Plan.

Schedule 4

Gender and Social Equality

13. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that all Program Actions in the area of gender and social equality are implemented in a timely and efficient manner.

Governance and Anticorruption

14. The Borrower shall ensure, or cause the Program Executing Agency to ensure, that the Program complies with the Anticorruption Guidelines and that all appropriate and timely measures are taken to prevent, detect and respond to allegations of fraud, corruption or any other prohibited activities relating to the Program in accordance with the Anticorruption Guidelines.

15. The Borrower shall, or cause the Program Executing Agency to, (a) promptly inform ADB of any allegations of fraud, corruption or any other prohibited activities relating to the Program; and (b) cooperate fully with any investigation by ADB on such allegations and extend all necessary assistance, including providing access to all relevant records, for satisfactory completion of such investigation.

16. Within 90 days of the Effective Date, the Borrower shall, or cause the Program Executing Agency to, update its public website to (a) provide information on bidding procedures, bidders, contract awards and physical progress of the Program; (b) post the audited annual financial statements for the Program, as such financial statements become available; and (c) disseminate other relevant information on Program implementation.