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LOAN NUMBER 4668-GEO

LOAN AGREEMENT  
(Ordinary Operations)

(Clean, Local, Equitable Access to Reliable (CLEAR) Water Program)

between

GEORGIA

and

ASIAN DEVELOPMENT BANK

DATED 3 NOVEMBER 2025

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GEO 58470

**LOAN AGREEMENT  
(Ordinary Operations)**

LOAN AGREEMENT dated 3 NOVEMBER 2025 between GEORGIA (“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 Borrower’s Ministry of Infrastructure (“MOI”) and implemented by the state-owned United Water Supply Company of Georgia (“UWSCG”), and for this purpose the Borrower will make available to MOI and UWSCG the financial resources at least in the amount of the loan provided for herein upon terms and conditions acceptable to ADB; and

(C) ADB has agreed to make a 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 the provisions of ADB’s Ordinary Operations 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(qq) is deleted and the following is substituted therefor:

The term “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(ss) is deleted and the following is substituted therefor:

The term “Program Executing Agency” means the entity or entities responsible for the carrying out of the Program as specified in the Loan Agreement;

- (d) The term “Project Executing Agency” wherever it appears in the Loan Regulations shall be substituted by the term “Program Executing Agency”.

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) “Deposit Account” means the account referred to in paragraph 2 of Schedule 3 to this Loan Agreement;
- (c) “DLI” means each disbursement-linked indicator as set forth in the DLI Matrix;
- (d) “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;
- (e) “DLI Verification Protocol” means the protocol for verifying the Borrower’s achievement of each DLI, as set forth in the PID;
- (f) “Eligible Expenditures” means the eligible expenditures referred to in paragraph 2 of Schedule 4 to this Loan Agreement;
- (g) “Environmental Safeguards” means the objectives and policy principles set forth in Chapter V of the SPS;
- (h) “Fiscal Year” means the fiscal year of the Borrower, which runs from 1 January to 31 December of each year;
- (i) “Georgia Vision 2030” means the Vision 2030: Development Strategy of Georgia, a time- and water sector-specific component of which is supported by the Program;
- (j) “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; and (iv) consulting services contracts that cost \$15 million equivalent or more per contract;
- (k) “Indigenous Peoples Safeguards” means the objectives and policy principles set forth in Chapter V of the SPS;
- (l) “Involuntary Resettlement Safeguards” means the objectives and policy principles set forth in Chapter V of the SPS;

- (m) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2022, as amended from time to time);
- (n) "PID" means the program implementation document for the Program dated 11 September 2025, as updated from time to time by the Borrower and ADB;
- (o) "Program Action Plan" or "PAP" means the action plan for the Program dated 11 August 2025, as updated from time to time by the Borrower and ADB;
- (p) "Program Actions" means the actions set out in the Program Action Plan;
- (q) "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;
- (r) "Program Executing Agency" or "EA" for the purposes of, and within the meaning of, the Loan Regulations means MOI or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Program;
- (s) "Program Implementing Agency" or "IA" for the purposes of, and within the meaning of, the Loan Regulations means UWSCG or any successor thereto acceptable to ADB, which is responsible for implementing the Program;
- (t) "PSSA" means the program safeguard system assessment for the Program, including any update thereto, prepared and submitted by the Program Implementing Agency and cleared by ADB;
- (u) "SPS" means ADB's Safeguard Policy Statement (2009); and
- (v) "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 two hundred million Euro (€200,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.06 of this Loan Agreement.

(b) The Loan has a principal repayment period of 14.5 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 interest on the principal amount of the Loan withdrawn and outstanding from time to time at a rate for each Interest Period equal to the sum of:

- (a) Euribor;
- (b) 0.60% as provided by Section 3.02 of the Loan Regulations less a credit of 0.10% as provided by Section 3.03 of the Loan Regulations; and
- (c) a maturity premium of 0.30% as provided by Section 3.03 of the Loan Regulations.

Section 2.03. The Borrower shall pay a commitment charge of 0.15% per annum. Such charge shall accrue on the full amount of the Loan (less amounts withdrawn from time to time), commencing 60 days after the date of this Loan Agreement.

Section 2.04. Interest and other charges on the Loan shall be payable semiannually on 15 April and 15 October in each year.

Section 2.05. The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the provisions of Schedule 2 to this Loan Agreement.

Section 2.06. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management:

- (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, whether withdrawn and outstanding or unwithdrawn, to an Approved Currency;
- (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Floating Rate to a Fixed Rate, or vice versa; and
- (iii) the setting of limits on the Floating Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on said Floating Rate.

(b) Any conversion requested pursuant to subsection (a) hereinabove that is accepted by ADB shall be considered a “Conversion”, as defined in Section 2.01(e) of the Loan Regulations, and shall be effected in accordance with the provisions of Article V of the Loan Regulations and the Conversion Guidelines.

### ARTICLE III

#### Use of Proceeds of the Loan

Section 3.01. The Borrower shall cause the proceeds of the Loan to be applied to the financing of expenditures of the Program 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. The Loan Closing Date for the purposes of Section 9.02 of the Loan Regulations shall be 30 June 2031 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 and implementing of the Program, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 4 to this Loan Agreement.

Section 4.02. (a) The Borrower shall and shall cause the Program Implementing Agency to, (i) maintain separate accounts (separate budget line) and records for the Program; (ii) prepare annual financial statements for the Program 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 on the financial statements, and a management letter (which sets out the deficiencies in the internal control of the Program 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 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.

(c) In addition to annual audited financial statements referred to in subsection (a) hereinabove, the Borrower shall cause the Program Implementing Agency to (i) provide its annual financial statements prepared in accordance with international financial reporting standards acceptable to ADB; (ii) have its financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in

accordance with international standards for auditing or the national equivalent acceptable to ADB; and (iii) furnish to ADB, no later than 1 month after approval by the relevant authority, copies of such audited financial statements in the English language and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(d) The Borrower shall through Program Implementing Agency enable ADB, upon ADB's request, to discuss the financial statements for the Program and the Borrower's and/or Program Implementing Agency's financial affairs where they relate to the Program with the auditors appointed pursuant to subsections (a)(iii) and/or c(ii) 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. As part of the information and reports referred to in Sections 7.01 and 7.04 of the Loan Regulations, the Borrower shall through the Program Implementing Agency 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.

## **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 10.04 of the Loan Regulations.

## **ARTICLE VI**

### **Miscellaneous**

Section 6.01. The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 12.02 of the Loan Regulations.

Section 6.02. The following addresses are specified for the purposes of Section 12.01 of the Loan Regulations:

For the Borrower

Ministry of Finance  
16 V. Gorgasali Street, 0114  
Tbilisi, Georgia

Electronic Mail:

[publicdebt@mof.ge](mailto:publicdebt@mof.ge)

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.

GEORGIA

By   
LASHA KHUTSISHVILI  
Minister  
Ministry of Finance

ASIAN DEVELOPMENT BANK

By   
LESLEY BEARMAN LAHM  
Country Director  
Georgia Resident Mission

**SCHEDULE 1****Description of the Program**

1. The objective of the Program is to support Georgia Vision 2030 in achieving safe, reliable, and resilient water supply services in targeted rural areas of Georgia.
2. The Program shall comprise the following main outputs:
  - (a) **Output 1:** Climate- and disaster-resilient water supply infrastructure completed in target areas, including design and construction of (expanded and/or rehabilitated) water supply systems in at least 100 settlements in rural areas; and
  - (b) **Output 2:** Institutional arrangements and governance for water services strengthened.
3. The Program is expected to be completed by 31 December 2030.

## SCHEDULE 2

### Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (Installment Share). If the proceeds of the Loan shall have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by ADB by multiplying (a) the total principal amount of the Loan withdrawn and outstanding as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayment amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<u>Payment Due</u>	<u>Installment Share</u> (Expressed as a %)
15 October 2037	3.448276
15 April 2038	3.448276
15 October 2038	3.448276
15 April 2039	3.448276
15 October 2039	3.448276
15 April 2040	3.448276
15 October 2040	3.448276
15 April 2041	3.448276
15 October 2041	3.448276
15 April 2042	3.448276
15 October 2042	3.448276
15 April 2043	3.448276
15 October 2043	3.448276
15 April 2044	3.448276
15 October 2044	3.448276
15 April 2045	3.448276
15 October 2045	3.448276
15 April 2046	3.448276
15 October 2046	3.448276
15 April 2047	3.448276
15 October 2047	3.448276
15 April 2048	3.448276
15 October 2048	3.448276
15 April 2049	3.448276
15 October 2049	3.448276
15 April 2050	3.448276
15 October 2050	3.448276
15 April 2051	3.448276
15 October 2051	3.448272
<b>Total</b>	<b>100.000000</b>

2. If the proceeds of the Loan shall not have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (a) to the extent that any proceeds of the Loan shall have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the amount withdrawn and outstanding as of such date in accordance with paragraph 1 of this Schedule;
  - (b) any withdrawal made after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by ADB by multiplying the amount of each such withdrawal by a fraction, the numerator of which shall be the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (the Original Installment Share) and the denominator of which shall be the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such repayment amounts to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
3. Withdrawals made within 2 calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the withdrawn principal amount of the Loan to an Approved Currency, the amount so converted in said Approved Currency that shall be repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by ADB by multiplying such amount in its currency of denomination immediately prior to said Conversion by either: (a) the exchange rate that reflects the amounts of principal in said Approved Currency payable by ADB under the Currency Hedge Transaction relating to said Conversion; or (b) if ADB so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
5. If the principal amount of the Loan withdrawn and outstanding from time to time shall be denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

**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 the National Bank of Georgia 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 values and 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 through the Program Implementing Agency 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

6. 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.

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<sup>1</sup>

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS								
Disbursement-Linked Indicators (DLI)	Total ADB Financing Allocation (Euro)	Share of Total ADB Financing (%)	2026 (Euro)	2027 (Euro)	2028 (Euro)	2029 (Euro)	2030 (Euro)	TOTAL
DLI 1	38,000,000	19			10,000,000	12,000,000	16,000,000	
DLI 2	52,000,000	26	22,000,000	20,000,000	10,000,000			
DLI 3	38,000,000	19			10,000,000	12,000,000	16,000,000	
DLI 4	16,000,000	8	6,000,000	4,000,000	2,000,000	2,000,000	2,000,000	
DLI 5	24,000,000	12	6,000,000	8,000,000	4,000,000	4,000,000	2,000,000	
DLI 6	16,000,000	8	6,000,000	4,000,000	2,000,000	2,000,000	2,000,000	
DLI 7	6,000,000	3				6,000,000		
DLI 8	10,000,000	5		4,000,000	2,000,000	2,000,000	2,000,000	
<b>TOTAL</b>	<b>200,000,000</b>	<b>100</b>	<b>40,000,000</b>	<b>40,000,000</b>	<b>40,000,000</b>	<b>40,000,000</b>	<b>40,000,000</b>	<b>40,000,000</b>

<sup>1</sup> Subject to paragraph 4 of Schedule 3.

## DLI MATRIX

Disbursement-Linked Indicators (DLI)	Baseline Value	Baseline Year	Target Values				
			2026	2027	2028	2029	2030
DLI 1. At least 50,000 households in target areas have new or improved 24/7 access to safe drinking water.	0	2025			Safe drinking water supply and distribution networks for at least 3,000 new households functioning.	Safe drinking water supply and distribution networks for at least 20,000 new households (cumulative) functioning.	Safe drinking water supply and distribution network for at least 50,000 new households (cumulative) are operational.
<b>OUTPUT 1</b>							
DLI 2. Detailed engineering designs of water supply systems for at least 100 rural settlements completed, including 51 settlements with environment and climate responsive measures incorporated in the design.	0	2025	(i) UWSCG has obtained signed requests from at least 40 rural settlements (Group A) confirming households' willingness to pay for connections. (ii) UWSCG, with ADB support, has developed a checklist to be used by the	(i) UWSCG has obtained signed requests from at least 30 rural settlements (Group B) confirming willingness to pay for household connections. (ii) Detailed designs for 30 rural settlements	Detailed designs for 51 rural settlements (Group B, cumulative from 2027 on) completed using the climate enhanced design standards.		

Disbursement-Linked Indicators (DLI)	Baseline Value	Baseline Year	Target Values				
			2026	2027	2028	2029	2030
DLI 3. Climate- and disaster-resilient infrastructure for safe drinking water supply systems constructed for at least 100 rural settlements.	NA (infrastructure non-existent)	2025	design team to include environment and climate considerations into new detailed design for the remaining 51 settlements (Group B).	(Group B) completed using the climate enhanced design standards, developed with ADB support.	Climate- and disaster-resilient infrastructure for drinking water supply systems completed for 5 rural settlements.	Climate- and disaster-resilient infrastructure for drinking water supply systems completed for 40 rural settlements (cumulative).	Climate- and disaster-resilient infrastructure for drinking water supply systems completed for 100 rural settlements (cumulative).
			(iii) Detailed designs for 49 rural settlements (Group A) completed.				

Disbursement-Linked Indicators (DLI)	Baseline Value	Baseline Year	Target Values				
			2026	2027	2028	2029	2030
OUTPUT 2							
DLI 4. Affordable payment schemes for household connections approved and implemented, with uptake reported and disaggregated by male/female customers.	NA (payment schemes not yet issued)		(i) UWSCG has issued an official directive enabling installment payments over 5 years for new connections. (ii) UWSCG issues report on proportion of households in all areas that used installment payments for new connections since the directive was issued, with reporting disaggregated by male/female customers.	UWSCG issues report on proportion of households in all areas that used installment payments for new connections since the directive was issued, with reporting disaggregated by male/female customers.	UWSCG issues report on proportion of households in all areas that used installment payments for new connections since the directive was issued, with reporting disaggregated by male/female customers.	UWSCG issues report on proportion of households in all areas that used installment payments for new connections since the directive was issued, with reporting disaggregated by male/female customers.	UWSCG issues report on proportion of households in all areas that used installment payments for new connections since the directive was issued, with reporting disaggregated by male/female customers.
DLI 5. Regulations for operating and maintaining safe	NA	2025	A digitalization plan for efficient	Regulations for operating and maintaining the	(i) Regulations for operating and	(i) Regulations for operating and	(i) Regulations for operating and

Disbursement-Linked Indicators (DLI)	Baseline Value	Baseline Year	Target Values				
			2026	2027	2028	2029	2030
<p>drinking water-supply systems – including through digital tools – are approved and implemented to ensure sustainable and efficient operations.</p>	NA	2025	<p>monitoring and operation of the rural water supply systems is prepared with ADB support.</p>	<p>UWSCG assets – including through digital tools, are developed and approved by UWSCG, specifying the average functioning time of water supply system to be at least 250 days each year.</p>	<p>maintaining UWSCG assets implemented in at least 10 service centers.</p> <p>(ii) Strategies to increase the number of women employed, including in regional service centers, are reported by the UWSCG.</p>	<p>maintaining UWSCG assets are implemented in at least 20 service centers (cumulative).</p> <p>(ii) Number of women employed, including in regional service centers is reported by the UWSCG.</p>	<p>maintaining UWSCG assets are implemented in at least 40 service centers (cumulative).</p> <p>(ii) Number of women employed, including in regional service centers, is reported by the UWSCG.</p>
<p>DLI 6. At least 70 program settlements reached by community awareness campaigns on water conservation and climate responsiveness.</p>	NA	2025	<p>Community awareness campaigns on water conservation and climate responsiveness developed and approved by UWSCG.</p>	<p>(i) 10 selected settlements reached by community awareness campaigns on water conservation and climate responsiveness.</p> <p>(ii) At least 30% of those assessed have increased awareness/knowledge of key campaign issues.</p>	<p>(i) 30 selected settlements (cumulative) reached by community awareness campaigns on water conservation and climate responsiveness.</p> <p>(ii) At least 30% of those assessed have increased awareness/knowledge of</p>	<p>(i) 50 selected settlements (cumulative) reached by community awareness campaigns on water conservation and climate responsiveness.</p> <p>(ii) At least 30% of those assessed have increased awareness/knowledge of</p>	<p>(i) 70 selected settlements (cumulative) reached by community awareness campaigns on water conservation and climate responsiveness.</p> <p>(ii) At least 30% of those assessed have increased awareness/knowledge of</p>

Disbursement-Linked Indicators (DLI)	Baseline Value	Baseline Year	Target Values					
			2026	2027	2028	2029	2030	
DLI 7. The National Water Supply and Sanitation Framework - with mid-term and long-term financial forecast (including capital investment, O&M, and financing plans) beyond 2030 is developed, approved, and disclosed by MOI.	2021-2030 Framework					key campaign issues.	key campaign issues. Nationwide water supply sanitation framework beyond 2030 approved and disclosed by MOI.	key campaign issues.
DLI 8. Consultative and transparent public investment management (PIM) protocols, in compliance with national standard requirements, guiding UWSCG in decisions on investments, approved and implemented.	No Protocols			The guide for PIM protocols, including transparency criteria, is drafted.	At least 5 follow up meetings are held to refine and improve draft PIM protocols.	(i) Final PIM protocols to be implemented by UWSCG are published on UWSCG website. (ii) 30% of major investment projects' PIM documentation is prepared and made publicly available.	75% of major investment projects' PIM documentation is prepared and made publicly available.	

PIM = public investment management  
Sources: ADB, MOI, and UWSCG

## SCHEDULE 4

### Execution of Program and Other Matters

#### Implementation Arrangements

1. The Borrower and the Program Executing Agency shall, and shall cause the Program Implementing 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 Program Implementing Agency 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 that the aggregate amount of Eligible Expenditures under the Program is equal to or exceeds the Loan proceeds withdrawn by the Borrower by the end of the Program. Such Eligible Expenditures are part of the expenditures incurred under Georgia Vision 2030, 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 and resettlement impact under the SPS, and as categories A and B for indigenous peoples 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 through Program Implementing Agency ensure that all DLIs achieved under the Program continue to be complied with for the duration of Georgia Vision 2030.

4. The Borrower shall keep ADB informed of discussions with other multilateral or bilateral aid agencies that may have implications for the implementation of Georgia Vision 2030 and the Program and shall provide ADB with an opportunity to comment on any resulting proposals. The Borrower shall give due consideration to ADB's views before finalizing and implementing any such proposal.

#### Technical, Financial and other Requirements

5. The Borrower shall ensure that all Program actions specified in Program Action Plan the area of technical, financial management, anticorruption, and monitoring and evaluation requirements are implemented in a timely and efficient manner.

6. The Borrower shall ensure that in case there is any financing gap at the time of the Program's mid-term review, it shall take necessary measure and make necessary budgetary allocations to the Program Executing Agency and/or the Program Implementing Agency to fully fund such financing gap in a manner and within the timeframes, as agreed in the PID. The Borrower shall ensure timely allocation and availability of operation and maintenance (O&M) funds and other recurrent costs to the Program Implementing Agency.

Procurement

7. The Borrower shall through Program Implementing Agency 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, quality and value for money, and fairness and equal opportunity.

8. The Borrower shall through Program Implementing Agency 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 through Program Implementing Agency 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 Implementing Agency to ensure, that no construction or rehabilitation works under the Program involve significant adverse environmental and resettlement 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 Implementing Agency to conduct, a screening to ensure that any works that may be classified as category A for environment and resettlement impacts within the meaning of SPS are excluded from the Program.

(b) The Borrower shall ensure, or cause the Program Implementing 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 Implementing 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 Implementing 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 through Program Implementing Agency 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.

Gender and Social Equality

13. The Borrower shall through Program Implementing Agency ensure that all Program Actions in the area of gender and social equality are implemented in a timely and efficient manner.

DLI Verification

14. (a) The Borrower shall, and shall cause the Program Executing Agency and the Program Implementing Agency to ensure that: (i) all reviewers who provide verification of the DLIs under the DLI Verification Protocol set out in the PID meet standards of independence and expertise acceptable to ADB; and (ii) such reviewers are permitted to conduct their reviews free of influence or interference, and furnish to all reviewers, including independent verification agents, all information, materials and assistance such persons or teams may require to conduct verification of the achievements of the DLIs.

(b) With respect to such independent verification agents, the Program Implementing Agency shall: (i) recruit such entities or persons in accordance with the selection criteria and the terms of reference set forth in the PID and subject to ADB's prior approval; and (ii) submit to ADB verification reports prepared and submitted by the independent verification agents on the DLIs in a timely manner.

Performance Reports

15. The Borrower shall cause the Program Implementing Agency to submit to ADB semiannual progress reports on the Program in a timely manner.

Governance and Anticorruption

16. The Borrower shall ensure, or cause the Program Executing Agency and the Program Implementing Agency to ensure, that the Program complies with the ADB's Guidelines to Prevent or Mitigate Fraud, Corruption and Other Prohibited Activities in Results-Based Lending for Programs as provided in Appendix 1 to the PID ("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 such Anticorruption Guidelines.

17. The Borrower shall, or cause the Program Executing Agency and the Program Implementing 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.

18. Within 90 days of the Effective Date, the Borrower shall, or cause the Program Implementing Agency to, update its public website to (a) provide information on progress of the Program; and (b) disseminate other relevant information on Program implementation.