

Public Disclosure Authorized

OFFICIAL DOCUMENTS

LOAN NUMBER 8975-PE

Loan Agreement

(Improving the Performance of Non-Criminal Justice Services Project -
*Programa de Mejoramiento de los Servicios de Justicia no penales a través de la
implementación del Expediente Judicial Electrónico (EJE)*)

between

REPUBLIC OF PERU

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF PERU (“Borrower”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of eighty-five million Dollars (USD 85,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement. The Borrower’s Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is the Borrower’s Minister of Economy and Finance or the Borrower’s Director of Indebtedness and Public Treasury, or any person whom any of them shall designate in writing.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are March 15 and September 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower, through the UE-MINJUSDH, shall carry out Part 1.2, Part 1.3, Part 2.2, Part 2.3, Part 3.1 and partially Parts 4.2 and 4.3 of the Project, and through the PJ (acting through the UE-PJ) shall carry out Part 1.1, Part 2.1, Part 3.2, Part 4.1, and partially Parts 4.2 and

4.3 of the Project, all in coordination with the Participating Institutions, and in accordance with Article V of the General Conditions and Schedule 2 to this Agreement.

- 3.02. According to Section 3.01 above, the Borrower, through the UE-MINJUSDH, shall carry out all Project Investments related to MINJUSDH, TC and JNJ, and through the PJ (acting through the UE-PJ) shall carry out all Project Investments related to PJ and AMAG.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Events of Suspension consist of the following:
- (a) The Borrower or any authority having jurisdiction shall have taken any action concerning the Participating Institutions that would materially affect, in the opinion of the Bank, the ability of the Participating Institutions to carry out any of their respective obligations under the Project.
 - (b) The PJ shall have failed to take any action to enable the Borrower to comply with its obligations as applicable to the PJ.
- 4.02. The Additional Event of Acceleration consists of the following, namely that any event specified in Section 4.01 of this Agreement occurs and is continuing for a period of ninety (90) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its Minister of Economy and Finance, provided that the Borrower's Director of Public Treasury, may, by him or herself, represent the Borrower to sign amendments and/or notices to this Agreement which are considered of an administrative and non-financial nature. The signing by such Director of an amendment and/or notice shall constitute a representation by the Borrower that any such amendment and/or notice is considered to be administrative and non-financial in nature.
- 6.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Ministry of Economy and Finance
Jr. Junin 319
Lima, Peru

Facsimile: +51(1) 626-9921

6.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

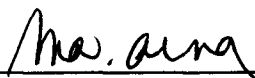
International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF PERU


By 
Authorized Representative

Name: MARIA ANTONIETA ALVA

Title: MINISTER OF ECONOMY & FINANCE

Date: 27 NOV 2019

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By 
Authorized Representative

Name: MARIANNE FAV

Title: DIRECTOR

Date: NOVEMBER 27, 2019

SCHEDULE 1

Project Description

The objective of the Project is to improve efficiency, access, transparency, and user satisfaction, in the delivery of adequate non-criminal justice services.

The Project consists of the following parts:

Part 1: Strengthening the institutionality of the non-criminal justice administration system

Provision of support to the Participating Institutions to design and implement a new organizational framework and management processes for the Participating Institutions, based on the implementation of the EJE.

1.1. Design and Implementation of EJE in the PJ.

Designing and implementing the EJE, including, *inter alia*: (a) a comprehensive review and redesign of existing jurisdictional and administrative processes (including EJE pilots) based on data and in consultation with relevant stakeholders (judges, lawyers and citizens participating in judicial processes), in order to identify and eliminate existing inefficiencies; (b) design, development and implementation of a scale-up of the EJE to courts nationwide; (c) training programs for judicial and administrative personnel on the new processes and operations of the EJE platform; (d) design and implementation of a legal framework for the interoperability of processes and information systems with other institutions; (e) carrying out an impact evaluation and user satisfaction surveys to measure the reform's results, including gender disaggregated information to identify gender gaps and inform specific actions to enhance women's experiences when seeking justice; and (f) design and implementation of a strategy for improving transparency and access to information in the Judiciary, including: (i) publication of all judicial decisions in an easily accessible format to be produced by the EJE; (ii) creation of an indexed and systematic body of jurisprudence; (iii) publication of information about judges and prosecutors such as CVs and financial and interest declarations; and (iv) publication of annual reports with information on the performance and activities of the courts.

1.2. Improving processes and information systems of the TC.

Provision of support to the TC to enhance its management model to adapt procedures to the EJE and increase the efficiency and transparency of its service delivery, including *inter alia*: (a) a review and redesign of processes and strengthening of information systems - especially the SIGE - within the TC to ensure interoperability with the EJE platform; and (b) a review and adaptation of technological infrastructure and office space in the TC according to the renewed organizational model and including energy efficiency improvements in existing facilities through the installation of more efficient lighting and equipment.

1.3. Improving processes and information systems of the JNJ.

Provision of support to the JNJ to enhance its management model, processes and information systems to increase its efficiency and transparency and better adapt to the reform of the justice sector including, *inter alia*: (a) the development of management processes for the efficient, transparent and accountable operations of the JNJ; and (b) strengthening of information systems of the JNJ to support the new processes.

Part 2: Improving the production, analysis and use of information of the justice administration system

Provision of support to the Participating Institutions to strengthen performance management, accountability, integrity and internal control mechanisms in the justice sector.

2.1. Strengthening mechanisms of monitoring, control, and performance management in the justice administration system institutions.

Provision of support to the PJ to strengthen its performance management processes and systems through, *inter alia*: (a) improving the quality of information and developing indicators to monitor and evaluate performance in the Judiciary (including allocation of budgets, human resources and infrastructure); (b) developing data analytics capacity in the PJ to use and analyze data from the EJE and other sources to inform decisions and improvements in courts and other areas; and (c) developing the operational model and processes for improved integrity and control.

2.2. Strengthening performance management of the TC.

Provision of support to the TC to strengthen performance management through, *inter alia*: (a) the design and implementation of a monitoring and evaluation system with good quality information; and (b) the enhancement of the SIGE as the supporting tool to monitor case processing and staff performance in the TC.

2.3. Strengthening performance management of the JNJ.

Provision of support to the JNJ to deliver on its mandate as the institution responsible for the selection, appointment, evaluation, and sanctioning of judges, and for establishing a disciplinary framework and integrity standards for the justice sector as a whole, including, *inter alia*: (a) provision of technical assistance on applying processes for the selection, appointment, and sanctioning of judges; and (b) the development and application of protocols and management tools for the performance evaluation of judges, including the use of performance information from the EJE.

Part 3: Reducing socio-economic, cultural and geographic barriers to access to justice for vulnerable populations

Provision of support to programs and initiatives that provide justice services to vulnerable populations.

3.1. Improving the capacity of the justice administration system in the provision of free legal aid and representation through the ALEGRAs.

Provision of support to strengthen the management and capacity to provide free legal aid and representation of the ALEGRAs in order to increase the coverage and quality of their services, including, *inter alia*: (a) an in-depth and detailed analysis of existing barriers and shortcomings affecting the coverage and quality of services, including cases of child support, gender-based violence, domestic violence and others; (b) the design and implementation of a demand-driven management model to address the barriers and shortcomings identified in the analysis above, including the improvement of relevant information systems and the design and implementation of strategies for increasing the coverage and quality of services; (c) rehabilitation or refurbishing of existing physical facilities to enhance services for a larger clientele, including meeting universal accessibility standards for persons with disabilities, making them climate-resilient and using energy-efficient appliances and equipment; (d) provision of training and capacity building activities for the ALEGRA personnel; (e) coordination and interoperability with other institutions providing similar services, including the centers run by the Borrower's Ministry of Women and Social Development and the National System of Specialized Justice for the Protection and Punishment of Violence against Women; and (f) an impact evaluation and user satisfaction surveys to monitor and enhance the quality of services.

3.2. Improving the design and implementation of alternative mechanisms of justice service delivery.

Provision of support to the Participating Institutions to improve the design and implementation of alternative mechanisms of justice service delivery, especially through a mobile justice delivery mechanism (*justicia itinerante*), in order to increase the coverage and improve the quality of services including, *inter alia*: (a) documenting and analyzing the ongoing initiative to improve the design of a national mobile justice delivery mechanism; (b) developing the normative framework, guidelines and tools to scale up the program and deliver more effective services; (c) providing training and capacity building for relevant personnel in the PJ and associated bodies; and (d) supporting the implementation, monitoring and evaluation of the program.

Part 4: Improving efficiency and efficacy of the justice administration system institutions

Provision of support to the Participating Institutions in capacity building, change management and program management of the reform process.

4.1. Improving the training programs of the AMAG.

Provision of support to the AMAG to enhance its management model and training programs through, *inter alia*: (a) a review and modernization of the AMAG's management model and processes to adapt to the organizational reform of the justice sector, including through improving the planning, monitoring and evaluation of the AMAG's activities; (b) the review, redesign and putting online of training and knowledge management programs, based on diagnoses and needs assessments aimed at all levels of staff, in both judicial and administrative functions; (c) the enhancement of the AMAG's information systems, technological infrastructure, and office space

to deploy the renewed training programs; and (d) implementation of an impact evaluation of the training programs.

4.2. Change management.

Provision of support to the Participating Institutions for: (a) implementation of change management activities in the Judiciary to facilitate the implementation of the EJE; (b) implementation of change management activities in the TC and provision of training to the TC's staff on the new processes and the use of information systems; (c) implementation of change management activities in the AMAG; (d) implementation of change management activities and training in the JNJ to facilitate the reforms; and (e) support to the JNJ for the improvement of profiles of judges.

4.3. Project management.

Provision of support to the Participating Institutions for operational support to the UE-MINJUSDH and UE-PJ for undertaking planning, financial management, procurement, safeguards, and monitoring and evaluation activities.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. For purposes of complying with its obligations referred to in Section 3.01 of this Agreement, the Borrower shall promptly transfer the proceeds of the Loan to the PJ through its budgetary mechanisms and in a manner acceptable to the Bank.

2. Project Committee

The Borrower, through the Participating Institutions, shall, not later than thirty (30) days after the Effective Date, create and thereafter maintain, at all times, until the completion of the Project, a steering committee (Steering Committee), with membership, structure, functions and responsibilities as set forth in the Operational Manual, which shall be responsible, *inter alia*, for: (a) providing overall policy and strategic guidance to ensure timely Project implementation; and (b) ensuring appropriate inter-institutional coordination among the Participating Institutions, and promoting the resolution of any issues which may affect Project implementation pursuant to the provisions of this Agreement.

3. Project Implementing Units

(a) The Borrower, through MINJUSDH, shall maintain, at all times until the completion of the Project, a Project executing unit (UE-MINJUSDH), within MINJUSDH, responsible for the implementation of MINJUSDH's, TC's and JNJ's respective activities under the Project, as set forth in the Operational Manual.

(b) The Borrower, through MINJUSDH, shall take all necessary measures to maintain the UE-MINJUSDH staffed, at all times throughout Project implementation, by qualified and experienced technical and administrative staff in adequate numbers, with the core functions required for the effective implementation of the Project (including a Project coordinator, a procurement specialist and a financial management specialist), all with terms of reference satisfactory to the Bank.

(c) The Borrower, through MINJUSDH, shall ensure that, not later than ninety (90) days after the Effective Date, a procurement and a financial management specialist are hired to work full time within UE-MINJUSDH, under terms of reference acceptable to the Bank.

(d) The Borrower, through the PJ (acting through the UE-PJ) shall maintain, at all times until the completion of the Project, a Project executing unit (UE-PJ), within the Judiciary, responsible for the implementation of PJ's and AMAG's respective activities under the Project, as set forth in the Operational Manual.

- (e) The Borrower, through the PJ (acting through the UE-PJ) shall maintain the UE-PJ staffed, at all times throughout Project implementation, by qualified and experienced technical and administrative staff in adequate numbers, with the core functions required for the effective implementation of the Project (including a Project coordinator, a procurement specialist and a financial management specialist), all with terms of reference satisfactory to the Bank.
- (f) The Borrower through the PJ (acting through the UE-PJ) shall hire, not later than ninety (90) days after the Effective Date, a procurement and a financial management specialist to work full time within UE-PJ, under terms of reference acceptable to the Bank.

4. Project Operational Manual

- (a) The Borrower, through the UE-MINJUSDH and through the PJ (acting through the UE-PJ) shall carry out the Project in accordance with the provisions of a manual satisfactory to the Bank (the Operational Manual), which shall include, *inter alia*, the following provisions: (i) detailed terms of reference, procedures and timetable for the establishment and maintenance of financial management, accounting and auditing systems under the Project; (ii) procedures, requirements and standard bidding documents for the procurement of minor works, goods and consultants' services financed under the Project; (iii) institutional and administrative mechanisms established to ensure inter-institutional coordination, including the terms of reference and functions and responsibilities of the Participating Institutions and Steering Committee, the UE-MINJUSDH, and the UE-PJ; (iv) terms of reference and procedures for the monitoring and evaluation of Project implementation; (v) the Project indicators; and (vi) the EMF and the IPPF.
- (b) Except as the Borrower and the Bank may otherwise agree in writing, the Borrower, through the UE-MINJUSDH, and through the PJ (acting through the UE-PJ) shall not abrogate, amend, suspend, waive or otherwise fail to enforce the Operational Manual or any provision thereof.
- (c) In case of any conflict between the terms of the Operational Manual and this Agreement, the provisions of this Agreement will prevail.

B. Institutional Agreements.

- 1. To facilitate the carrying out of Part 1.2, Part 1.3, Part 2.2, Part 2.3, Part 4.1, and partially Parts 4.2 and 4.3 of the Project, the Borrower, shall:
 - (a) not later than ninety (90) days after the Effective Date, through MINJUSDH, enter into an agreement with the TC (the TC Cooperation Agreement), under terms and conditions acceptable to the Bank, including, *inter alia*, TC's responsibilities and obligations in relation to the Project.
 - (b) not later than thirty (30) days after all the JNJ members have been appointed, through MINJUSDH, enter into an agreement with the JNJ (the JNJ Cooperation

Agreement), under terms and conditions acceptable to the Bank, including, *inter alia*, JNJ's responsibilities and obligations in relation to the Project.

- (c) through MINJUSDH, exercise its rights and carry out its obligations under the TC and JNJ Cooperation Agreements in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower, through MINJUSDH shall not assign, amend, abrogate, waive, terminate or fail to enforce the TC and JNJ Cooperation Agreements or any of their provisions.
- (d) not later than ninety (90) days after the Effective Date, through the PJ (acting through the UE-PJ) shall enter into an agreement with the AMAG (the AMAG Cooperation Agreement), under terms and conditions acceptable to the Bank including, *inter alia*, AMAG's responsibilities and obligations in relation to the Project.
- (e) through the PJ (acting through the UE-PJ) shall exercise its rights and carry out its obligations under the AMAG Cooperation Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower through the PJ (acting through the UE-PJ) shall not assign, amend, abrogate, waive, terminate or fail to enforce the AMAG Cooperation Agreement or any of its provisions.

C. Safeguards.

- 1. The Borrower, through the UE-MINJUSDH and through the PJ (acting through the UE-PJ) shall implement the Project in accordance with the Environmental Management Framework and the Indigenous Peoples Planning Framework, and any environmental management plans or indigenous peoples plans as applicable.
- 2. The Borrower, through the UE-MINJUSDH and through the PJ (acting through the UE-PJ) shall ensure that the terms of reference for any consultancies related to the technical assistance provided under the Project, shall be acceptable to the Bank and, to that end, such terms of reference shall require that the advice conveyed through such technical assistance be consistent with the requirements of the Bank's Safeguard Policies.

Section II. Project Monitoring Reporting and Evaluation

The Borrower, through the PJ (acting through the UE-PJ) shall furnish to the Bank, with a copy to the Borrower's *Dirección General de Inversión Pública del MEF*, the Project Reports not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Loan Proceeds

A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (exclusive of Taxes)
(1) Goods, works, non-consulting services, training and consulting services for the Project	85,000,000	100%
TOTAL AMOUNT	85,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is September 30, 2024.

Section IV. Other undertakings

Without limitation to the provisions of Section 5.03 of the General Conditions, the Borrower shall make available all necessary counterparts funds for the implementation of the Project activities by UE-MINJUSDH and UE-PJ.

SCHEDULE 3

Customized Amortization Repayment Schedule

The Borrower shall repay the principal amount of the Loan as follows:

Commitment Principal Repayments

Principal Payment Date	Installment Share
September 15, 2025	6 %
March 15, 2026	12 %
September 15, 2026	12%
March 15, 2027	35 %
September 15, 2027	35 %

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “ALEGRA” means *Centros de Asistencia Legal Gratuita*, the Borrower’s legal aid centers administered by MINJUSDH that provide free legal, social and psychological support to low income populations.
3. “AMAG” means *Academia de la Magistratura*, the Borrower’s judicial and prosecutorial academy established and operating pursuant to the provisions of Article 151 of the Borrower’s Constitution and AMAG’s Organic Law (as hereinafter defined), or any successor or successors thereto acceptable to the Bank.
4. “AMAG Cooperation Agreement” means the agreement referred to in Section I.B.1(d) of Schedule 2 to this Agreement.
5. “AMAG’s Organic Law” means *Ley Orgánica de la Academia de la Magistratura*, the Borrower’s Law No. 26335 dated July 20, 1994, duly published in the Borrower’s Official Gazette dated July 21, 1994, as amended to the date of this Agreement.
6. “Bank’s Safeguards Policies” means the Bank operational policies and procedures set forth in the Bank’s Operational Manual under OPs/BPs 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, and 4.37, as said manual is published under www.WorldBank.org/opmanual.
7. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
8. “EJE” means the *Expediente Judicial Electrónico*, the Borrower’s justice reform initiative aiming to make justice services more efficient and transparent through the transition to electronic judicial files and reforms of management models and processes of the system of justice administration.
9. “Environmental Management Framework” or “EMF” means the Borrower’s *Marco de Gestión Ambiental*, acceptable to the Bank, dated December 1, 2018, setting out the principles, rules, guidelines and procedures to be followed to screen and assess the potential adverse environmental and social risks and impacts of activities under the Project, including the measures to avoid, reduce, mitigate or offset environmental and social, risks and impacts of such activities, and the procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the risks and impacts; as such framework may be amended from time to time, with the prior written agreement of the Bank.

10. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018.
11. “Indigenous Peoples Planning Framework” or “IPPF” means the Borrower’s *Marco para los Pueblos Indígenas*, acceptable to the Bank, dated December 1, 2018, that assesses the potential positive and adverse effects of the activities implemented under Part 3 of the Project, and proposes a set of actions to be taken to ensure that said activities are respectful of the rights of indigenous peoples, and that free, prior, and informed consultations with the affected indigenous peoples’ communities take place at each stage of project preparation and implementation, including the preparation of indigenous peoples plans; as such framework may be amended from time to time, with the prior written agreement of the Bank.
12. “IT” means information technology.
13. “JNJ” means *Junta Nacional de Justicia*, the Borrower’s National Justice Board, established by the JNJ Organic Law (as hereinafter defined) with the mandate of being responsible for the selection, appointment, evaluation, and sanctioning (including removal) of judges, and for establishing a disciplinary framework and integrity standards for the Borrower’s justice sector as a whole.
14. “JNJ Cooperation Agreement” means the agreement referred to in Section 3.B.1(b) of Schedule 2 to this Agreement.
15. “JNJ’s Organic Law” means the Borrower’s Law No. 30916 dated February 18, 2019, published in the Borrower’s Official Gazette on February 19, 2019, setting forth the organization, roles and responsibilities of the JNJ.
16. “Judiciary” or “PJ” means *Poder Judicial*, the Borrower’s judicial branch responsible for administering and delivering judicial services in the Borrower’s territory, pursuant to the provisions of Chapter VIII of the Constitution, and the provisions of the Judiciary’s Organic Law (as hereinafter defined).
17. “Judiciary’s Organic Law” means *Texto Único Ordenado de la Ley Orgánica del Poder Judicial*, the Borrower’s Supreme Decree No. 017-93-JUS dated May 28, 1993, published in the Borrower’s Official Gazette on June 3, 1993, setting forth the organization, roles and responsibilities of the Judiciary, as amended to the date of this Agreement.
18. “MEF” means *Ministerio de Economía y Finanzas*, the Borrower’s Ministry of Economy and Finance, and any successor or successors thereto acceptable to the Bank.
19. “MINJUSDH” means *Ministerio de Justicia y Derechos Humanos*, the Borrower’s Ministry of Justice, regulated by MINJUSDH Organic Law (as hereinafter defined), or any successor or successors thereto acceptable to the Bank.

20. “MINJUSDH’s Organic Law” means *Ley de Organización y Funciones del Ministerio de Justicia y Derechos Humanos*, the Borrower’s Law No. 29809 dated December 7, 2011, duly published in the Borrower’s Official Gazette on December 8, 2011, as amended to the date of this Agreement.
21. “National System of Specialized Justice for the Protection and Punishment of Violence against Women” means *Sistema Nacional Especializado de Justicia para la Protección y Sanción de la Violencia contra las Mujeres e Integrantes del Grupo Familiar*, the Borrower’s integrated and specialized system formed by the Judiciary, the Attorney General’s Office, the National Police, the Ministry of Justice, and the Ministry of Women and Vulnerable Populations to improve the processes, services and outcome on matters of justice related to the protection and sanction of violence against women, established under the Legislative Decree (*Decreto Ley*) No. 1368 dated July 29, 2018.
22. “Operational Manual” means the Borrower’s manual dated March 28, 2019, acceptable to the Bank, referred to in Section I.A.4 of Schedule 2 to this Agreement, as said manual may be amended from time to time, with the agreement of the Bank.
23. “Participating Institution” means any of the following institutions within the Borrower’s justice sector: AMAG, JNJ, the Judiciary, MINJUSDH, and TC, approved by the Bank for participation under the Project.
24. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017.
25. “Project Investments” means the Project activities under the responsibility of each Participating Institution.
26. “SIGE” means *Sistema Integrado de Gestión de Expedientes*, the Borrower’s integrated case management system in the TC.
27. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
28. “Steering Committee” means *Comité Directivo del Proyecto*, the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
29. “TC” means *Tribunal Constitucional*, the Borrower’s Constitutional Court, established and operating pursuant to the provisions of the Borrower’s Constitution and TC’s Organic Law (as hereinafter defined), or any successor or successors thereto acceptable to the Bank.
30. “TC Cooperation Agreement” means the agreement referred to in Section I.B.1(a) of Schedule 2 to this agreement.

31. “TC’s Organic Law” means *Ley Orgánica del Tribunal Constitucional*, the Borrower’s Law No. 28301 dated July 22, 2004, duly published in the Borrower’s Official Gazette dated July 23, 2004, as amended to the date of this Agreement.
32. “UE-MINJUSDH” means the Project Executing Unit (*Programa Modernización del Sistema de Administración de Justicia, Unidad Ejecutora 003 del Ministerio de Justicia y Derechos Humanos*) referred to in Section I.A.3(a) of Schedule 2 to this Agreement, with functions and responsibilities set forth in the Operational Manual, or any successor or successors thereto acceptable to the Bank.
33. “UE-PJ” means the Project Executing Unit (*Oficina de Coordinación de Proyectos - UE-002-PJ*) within the Judiciary, referred to in Section I.A.3(d) of Schedule 2 to this Agreement, with functions and responsibilities set forth in the Operational Manual, or any successor or successors thereto acceptable to the Bank.