

**REPUBLIC OF UZBEKISTAN:  
SECOND RURAL ENTERPRISE SUPPORT  
PROJECT (P109126) AND ADDITIONAL  
FINANCING FOR THE SECOND RURAL  
ENTERPRISE SUPPORT PROJECT (P126962)**

**FINAL ELIGIBILITY REPORT AND  
RECOMMENDATION**

**DECEMBER 19, 2014**





## **The Inspection Panel**

### **Final Eligibility Report and Recommendation on a Request for Inspection**

#### **REPUBLIC OF UZBEKISTAN: Second Rural Enterprise Support Project (P109126) and Additional Financing for the Second Rural Enterprise Support Project (P126962)**

##### **A. Background**

1. On September 5, 2013, the Inspection Panel received a Request for Inspection of the “Uzbekistan: Second Rural Enterprise Support Project (RESP-II) and its Additional Financing” (hereinafter both referred to as “the Project”) submitted by Ms. Inoyatova Vasila Akhmedjanovna, Chair of the Human Rights Society of Uzbekistan “Ezgulik,” Ms. Nadezhda Ataeva, President of the Association of Human Rights in Central Asia, and Ms. Umida Niyazova, Head of the Uzbek-German Forum for Human Rights, on their behalf and on behalf of the signatories to the Request (hereinafter “the Requesters”). The latter requested the Panel to keep their identities confidential “*due to concern related to [their] personal safety.*”

2. The Panel registered the Request on September 23, 2013, Bank Management submitted its Response to the Request on November 6, 2013, and a Panel team visited Uzbekistan from November 13-18, 2013 to determine its eligibility.

3. On December 9, 2013, the Panel submitted its Report and Recommendation (hereinafter “the Report and Recommendation”) to the Board of Executive Directors.<sup>1</sup> In it, and taking into account the efforts by Management in addressing the concerns raised in the Request, the Panel recommended to defer for 12 months its decision on whether a full investigation would be warranted. The Board approved the Panel’s recommendation on December 23, 2013. The present report contains the Panel’s final recommendation on whether the investigation is warranted.

##### **B. The Project**

4. The Second Rural Enterprise Support Project is financed through an International Development Association (IDA) credit of SDR 41.3 million (US\$68 million equivalent) approved on June 12, 2008. On September 11, 2012 additional financing of SDR 26.4 million (US\$40 million equivalent) was approved to support the scaling up of sub-loans to beneficiaries. Sub-loans are provided through selected Participating Financial Institutions (PFIs).

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<sup>1</sup> See Inspection Panel Report and Recommendation, Republic of Uzbekistan: Second Rural Enterprise Support Project (P109126) and Additional Financing for Second Rural Enterprise Support Project (P126962), Report No. 83254-UZ, December 9, 2013. Available at: [http://ewebapps.worldbank.org/apps/ip/PanelCases/89Eligibility%20Report%20and%20Recommendation%20\(English\).pdf](http://ewebapps.worldbank.org/apps/ip/PanelCases/89Eligibility%20Report%20and%20Recommendation%20(English).pdf).

5. The Project intends to increase the productivity, financial and environmental sustainability of agriculture, and the profitability of agribusinesses in the Project area. These objectives would be achieved through the provision of financial and capacity building support to farmers and agribusinesses, improved irrigation service delivery through rehabilitation of irrigation and drainage infrastructure, and strengthening water user associations in seven districts within seven regions of Uzbekistan.

### **C. The Request**

6. The central claim in the Request is that due to lack of adequate measures to prevent Bank funding from being used for agricultural lands in which forced and child labor is practiced, the Project contributes to "*the Government's policy of organized forced and child labor.*" The Requesters argue that all farms in Uzbekistan are tied to the State cotton harvesting system and its reliance on forced and child labor. They claim that a direct harm from the perpetuation of the system of forced and child labor is the strain on public services (including essential medical care and education). They also claim that systemic use of forced labor hinders the quality and delivery of such services.

7. The Requesters further state that the Social Assessment carried out for the Project failed to adequately identify the problem of forced and child labor, adding that no serious consideration or analysis was undertaken to assess if, and how, the Project could contribute to this problem. They consider that forced labor in Uzbekistan's cotton sector is "*not the result of family poverty,*" but instead of "*rigid*" control of all aspects of the cotton industry. The Requesters add that despite national laws and commitments to ILO Conventions, the Government forcibly mobilizes children and adults to work in the cotton fields where conditions for the men, women and children are often unsafe and unsanitary.

### **D. Management Response**

8. In its Response, Management committed to bolster Project support to address the issues of child and forced labor through various measures, including through the implementation of third-party monitoring (TPM) of child and forced labor across the Bank's portfolio, and through the introduction of a Project-level grievance redress mechanism.

9. Management noted that it was committed to robust implementation support and monitoring of measures to address child and forced labor issues, including reviewing and modifying, where appropriate, key implementation arrangements to include provisions requiring compliance with the applicable laws and regulations on both forced and child labor. Management stated that "[a]ll existing provisions addressing child labor will be expanded to include forced labor." It also committed to review the training component and expand it to include a module that raises awareness about both forced and child labor laws and regulations.

### **E. Panel's Report and Recommendation**

10. In its Report and Recommendation submitted to the Board on December 9, 2013, the Panel noted the acknowledgement by Management that the Social Assessment was neither sufficiently

robust nor did it cover the issue of forced labor. The Panel appreciated Management's statement that there is a critical need to establish effective TPM and to ensure its implementation "*across the Bank's portfolio.*"

11. From its field observations, discussions with stakeholders and document review, the Panel noted that a plausible link existed between the Project and the alleged harms. While recognizing the important efforts to apply measures to mitigate or avoid such harms, the Panel noted that there was a residual possibility that there can be child and/or forced labor on farms receiving Project support. Hence, there was a plausibility that the Project could contribute to perpetuating the harm of child and forced labor.

12. The Panel further noted that the claims in the Request for Inspection raised significant issues of policy compliance, including: (i) on Environmental Assessment (OP 4.01), which requires the assessment of potential significant social impacts and risks associated with a project and inclusion of actions to avoid or mitigate such risks; (ii) on Project Appraisal (OMS 2.20), which requires the identification of project risks during preparation and appraisal of projects and actions to address these risks; and (iii) on Project Supervision (OP.13.05), which requires the Bank to identify and report on key issues and risks that may arise during Project implementation.

13. The Panel observed that, while it did not make definitive findings at that stage, in the early years of the Project there may have been insufficient due diligence in addressing the concerns about harm and related issues of Bank Policy compliance raised in the Request, including at the time of Project approval. The Panel recognized and appreciated, however, the significant positive trends that had emerged with respect to the critical issue of child labor, including actions already taken and further commitments and intentions on the part of the Government and its partners.

14. The Panel determined that the Request met the eligibility criteria set forth in the Panel Resolution and its Clarifications.<sup>2</sup> Considering the important potential for further positive developments, the Panel decided to defer its recommendation on whether to investigate the matters raised by the Request and to report back to the Board within 12 months taking into account the following: (i) positive result of the proposed third-party monitoring of child and forced labor in Project-financed activities, and (ii) progress in the dialogue between the Bank and Government on the concerns characterizing the current system of cotton production.

15. Since the submission of its Report and Recommendation, the Panel has been in periodic contact with all the relevant stakeholders including the Requesters, Bank Management, the Government of Uzbekistan, the International Labor Organization (ILO), and several Civil Society Organizations (CSOs). The Panel has kept itself informed of developments on the ground through various means, including document review and meetings with relevant stakeholders.

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<sup>2</sup> International Bank for Reconstruction and Development (Resolution IBRD 93-10) and International Development Association (Resolution 93-6), "The World Bank Inspection Panel", September 22, 1993 (hereinafter "the Resolution"), para.12 and 1999 Clarification of the Board's Second Review of the Inspection Panel", April 1999, para. 9. Available at:  
<http://siteresources.worldbank.org/EXTINSPECTIONPANEL/Resources/ResolutionMarch2005.pdf>  
<http://siteresources.worldbank.org/EXTINSPECTIONPANEL/Resources/1999ClarificationoftheBoard.pdf>

## F. Management's Progress Report

16. On November 17, 2014, Bank Management submitted a Progress Report on the Implementation of the Management Actions (hereinafter "the Progress Report")<sup>3</sup> to the Board of Executive Directors (attached as Annex). In it, Management indicated that Uzbekistan is a signatory of many ILO Conventions<sup>4</sup> and that Uzbekistan's domestic legislation includes a number of provisions prohibiting child and forced labor, but that there remained ambiguity on whether certain forms of employment and labor in any given situation are in conformity with such ILO Conventions. Management stated that while ILO Conventions' definition of child labor is straightforward, the application of the definition of forced labor in specific countries such as Uzbekistan requires further elaboration.

17. Concerning changes to the Project, Management indicated that to date all relevant RESP-II Project documents have been amended to require compliance with the applicable national and international laws and regulations against forced labor, in addition to child labor.<sup>5</sup> It also indicated that the farmer training modules under the Project have been revised and expanded to include prohibition of forced labor, in addition to child labor.

18. On the operationalization of the TPM, Management stated that it had been working to define its scope, develop Terms of Reference, and hire an entity to implement it. Management further stated that in January 2014, full endorsement at the highest level of Government was reached on the scope and methodology for implementing the TPM and feedback mechanism (FBM) to cover several Bank projects,<sup>6</sup> and in March 2014 revised Terms of Reference were developed. According to Management, the Bank will finance the first year of TPM/FBM, while the later period would be covered by resources from a Multi Donor Trust Fund (MDTF) to be established.

19. Management noted that after a failed attempt at hiring an international firm to implement the TPM and FBM, it reached out to the ILO to implement the TPM. Management stated that on

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<sup>3</sup> Progress Report to the Board of Executive Directors on the Implementation of the Management Actions in Response to the Request for Inspection of the Uzbekistan Rural Enterprise Support Project – Phase 2 (P109126) and Additional Financing for the Second Rural Enterprise Support Project (P126962), November 5, 2014 (hereinafter "the Progress Report").

<sup>4</sup> ILO Convention No. 138 on Minimum Age for Admission to Employment (since 2009), Convention No. 182 on the Prohibition and Immediate Action for Elimination of the Worst Forms of Child Labor (since 2008), Convention No. 105 on Abolition of Forced Labor (since 1997), and Convention No. 29 on Forced Labor (since 1992).

<sup>5</sup> Management listed as amended documents to include compliance with the national and international laws and regulations on forced labor and child labor: a) the RESP-II Rural Enterprise Investment Regulations/Guidelines; b) the Subsidiary Loan Agreement among the Ministry of Finance, the Rural Restructuring Agency (RRA) and the Participating Financial Institutions (PFIs); c) the Project Implementation Plan; and, d) the sub-loan agreement between the PFIs and the beneficiaries. Additionally, Management noted that the contract signed by the farmer members for 63 Water Consumer Associations supported by the Project, for delivery of irrigation water has been amended to include a clause forbidding the use of forced or child labor by the signatories, starting with the 2014 harvest.

<sup>6</sup> These include: (i) RESP-II (P109126) and RESP-II Additional Financing (P126962); (ii) the Global Environmental Facility (GEF) financed project, the Sustainable Agriculture and Climate Mitigation Project (SACMP, P127486); (iii) the South Karakalpakstan Water Resources Management Improvement Project (SKWRMIP, P127764); (iv) the Horticulture Development Project (HDP, P133703); and (v) the Global Partnership for Education Project (GPE, P144856).

July 3, 2014, ILO agreed in principle to implement the TPM for child labor during the 2014 harvest, but the delay in reaching the Government's no-objection (provided on August 19, 2014), implied that ILO would not have sufficient time to operationalize credible monitoring of the 2014 harvest. Management noted that on October 15, 2014, ILO and the Bank signed a Memorandum of Understanding on cooperation in Bank activities, including the carrying out by ILO of the TPM of both child and forced labor in Bank-financed projects starting in 2015 for an initial period of two years.

20. Management stated that it would further collaborate with ILO on a survey on labor recruitment strategies in the agriculture sector in relation to a Poverty and Social Impact Assessment of cotton harvest mechanization.<sup>7</sup> This survey is a pre-requisite for ILO to elaborate a monitoring methodology for forced labor in Uzbekistan.

21. Concerning the FBM, Management stated that "*a highly experienced international firm*" (Ergon) was hired to design two mechanisms (one international and the other national). Management also stated that subject to successful conclusion of discussions with the Government on the FBM design and contracting of a qualified firm to serve as international administrator, it is expected to first pilot the FBM in the Project area and subsequently scale it up to other projects during 2015.

22. Management stated that during the 2014 harvest season, it scaled up its own supervision efforts and continuously visited beneficiaries of the Project, adding that a Bank team, which included multiple social development specialists, reviewed implementation of provisions prohibiting child and forced labor.

23. Regarding the status of dialogue with the Government, Management noted that it had been "*very intense and is showing results,*"<sup>8</sup> including: (i) amendments to Uzbekistan's Administrative Code and Criminal Code to ensure strong legal guarantees of labor rights of the population and increased responsibility for violations of these rights, (ii) a Cabinet of Ministers decree issued on May 27, 2014, citing additional measures relating to the implementation of ILO Conventions, monitoring with ILO's technical assistance, and providing a legal basis for the 2014-2016 ILO Decent Country Work Program, (iii) a Cabinet of Ministers Protocol issued to local authorities to enforce national laws on child and forced labor, (iv) Government conducted information campaign on the rights of children and adults, with special hotlines set up within the Federation of Trade Unions and the Ministry of Labor and Social Protection, and (v) programs established at elementary schools to reduce the risk of children being in cotton fields after school.<sup>9</sup>

24. Management noted that labor issues are now an integral part of the Bank's dialogue with the Government on the agricultural sector reforms, aiming to help the country to "*diversify out of cotton production in the long term*" and that the Bank has made "*considerable progress in its*

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<sup>7</sup> "*Assessing the social impact of mechanization of cotton harvest on farmers and farm workers in the agricultural sector in Uzbekistan*" (P151288). This assessment will take into consideration the ex-ante poverty and social impact of the planned cotton mechanization policy on farm workers and vulnerable private farmers, and identify and strengthen mechanisms to mitigate negative impacts of this policy on these groups. See Progress Report p.7.

<sup>8</sup> Progress Report p.10.

<sup>9</sup> Progress Report p. 10 and 11.

*dialogue with the Government of Uzbekistan and its development partners in addressing the systemic issues concerning child and forced labor in the cotton sector in Uzbekistan.”<sup>10</sup>*

## **G. Panel Field Visit and Observations**

25. In order to verify and gather additional information to that provided in Management’s Progress Report, a Panel team composed of Zeinab Bashir Elbakri, Panel Member, and Serge Selwan, Senior Operations Officer, visited Uzbekistan on December 1-5, 2014. During this visit the Panel team met with members of the Government of Uzbekistan, the Requesters and other Project affected people, representatives of local civil society, ILO, UNICEF and potential contributors to the above mentioned MDTF.

26. The main observation noted by the Panel team was the confirmation by all stakeholders regarding the lack of organized and systematic child labor in the 2014 cotton harvest, even though a few isolated cases were detected, especially in areas of labor shortage. The Government assured the team that sanctions were imposed on certain local authorities who did not obey the child labor restrictions. The Panel was able to verify this assertion independently through other sources. At the same time, development partners, the Requesters and other members of Uzbekistan’s civil society asserted that forced labor had replaced child labor and cannot be estimated to be on the decrease.

27. In its interactions with the Government, the Panel perceived a greater sensitivity to these issues, including reputational risks to the country’s global image. Specifically, and whereas until the recent past both child and forced labor were considered subjects not for discussion with the Government, there is now a willingness to discuss them openly.

28. Furthermore, the Government clearly stated the imperatives of reforming and modernizing the cotton sector and agricultural diversification away from cotton, as primary vehicles for ending child and forced labor. Thus, and while last year the Panel noted that the Government was unequivocally forwarding the objective of complete mechanization of the cotton harvest by the year 2016, in this year’s conversation, Government officials recognized that this is far from an easy process, and showed a high level of understanding and acceptance of the complexity of mechanization, including its potential impact on rural employment and expressed appreciation for the support provided by the World Bank in this regard.

29. The Panel team also met with several of the Requesters, some Project affected people and representatives of CSOs. Like other stakeholders, they also confirmed the general absence of child labor during the 2014 harvest, but confirmed the substitution of this by forced labor mentioned above. They expressed continued concerns about the existence of forced labor in World Bank agricultural projects stating that the measures undertaken were not sufficient for its eradication. These assertions were reiterated in writings to the Panel afterwards.

30. In meetings with UNICEF, ILO and potential donors to the MDTF, (i.e., USA, UK, Switzerland, and the European Union), these development partners were unanimous in their assessment of the significant progress in the dialogue with the Government of Uzbekistan on issues

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<sup>10</sup> Progress Report p. 12 para. 27.

related to labor and cotton sector reforms and the general absence of child labor from this year's harvest. ILO informed the Panel team of progress in the implementation of the Decent Country Work Program with the Government. ILO is currently in the process of undertaking the survey on Recruitment and Labor conditions in agriculture with a focus on the cotton sector to start in December 2014, and this will constitute an important input into defining forced labor in this context. Following the study, it is planned that ILO will carry out the TPM for the 2015 harvest and onwards.

31. On December 18, 2014, Bank Management reiterated in a communication to the Panel its commitment to help keep the momentum of the reform and continue to work intensively with the authorities to progress further in reforming the agriculture sector. Management confirmed that they will *"continue working with the different stakeholders in Uzbekistan on the implementation of the actions set out in the Management Response, specifically on the third party monitoring of child and forced labor for World Bank project-financed activities during the 2015 cotton harvest season, as well as on continuing the dialogue with, and support to, the Government of Uzbekistan to make progress in a number of areas related to the current system of cotton production."*<sup>11</sup>

32. Specifically, Management confirmed that they will *"report to the Board of Executive Directors in December 2015/January 2016 on progress in these areas, including an update on the following:*

- *the results of the third party monitoring for the 2015 cotton harvest by ILO; including a summary of intermediate measures such as:*
  - *the results of the ILO Survey on recruitment practices;*
  - *and the methodology selected for the monitoring of forced labor;*
- *the feedback from the Feedback Mechanism (FBM); including a report on the intermediate measures about its establishment and operations, and*
- *other technical support provided by the Bank to the Government of Uzbekistan."*<sup>12</sup>

33. Management also noted that they will be discussing issues related to Uzbekistan with the Board *"several times next year,"* thus providing additional opportunities to elaborate on the above-mentioned issues and actions related to the Request.

34. The Panel emphasizes the seriousness and importance of the claims set forth in the Request, and appreciates the trust placed in the Panel by Requesters to consider these claims. The Panel is also encouraged by the clear improvement in dialogue with the Government as indicated by all development partners and other stakeholders. The Panel is also encouraged by the Bank efforts to continue its dialogue with the Government of Uzbekistan, the partnership with the ILO to ensure the implementation of an independent TPM, and additional efforts underway to establish the MDTF, the introduction of FBM and other measures as described above.

35. The Panel notes that although one of the proposed actions by Management on TPM of child and forced labor in Project-financed activities for the 2014 harvest did not materialize, the Bank and ILO signed a Memorandum of Understanding for ILO to carry out the TPM of both child and

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<sup>11</sup> Communication from Bank Management to the Inspection Panel dated December 18, 2014.

<sup>12</sup> Ibid.

forced labor in Bank-financed projects starting in 2015 for an initial period of two years. As noted above, Bank Management committed to report to the Board of Executive Directors following the 2015 cotton harvest on the results of this TPM and intermediate measures, the feedback from FBM and other technical support by the Bank to the Government of Uzbekistan.

36. The Panel is thus satisfied by the clear trajectory and specific medium-term efforts which the Bank and other development partners have established to support the diversification and modernization of the cotton sector so that child and forced labor can be firmly eradicated.

#### **H. Recommendation**

37. In making its recommendation, the Panel has taken into account: (i) Management's commitment that labor issues are now an integral part of the Bank's dialogue with the Government on agricultural sector reforms, aiming to help the country diversify out of cotton production in the long term, (ii) that the Bank has made considerable progress in its dialogue with the Government of Uzbekistan and its development partners in addressing the systemic issues necessary for the eradication of child and forced labor in Uzbekistan's cotton sector and; (iii) Management's commitment to report to the Board of Directors on these matters. In addition to the above and taking into account paragraph 5 of the 1999 Clarifications which provides that "*the Inspection Panel will satisfy itself as to whether the Bank's compliance or evidence of intention to comply is adequate, and reflect this assessment in its reporting to the Board,*" the Panel does not recommend an investigation.

38. The Panel notes that this recommendation does not in any way preclude the possibility of a future Request for Inspection based on new evidence or circumstances not known at the time of the current Request.

39. If the Board of Executive Directors concurs with this recommendation, the Panel will advise the Requesters and Management accordingly.

# ANNEX

International Bank for Reconstruction and Development  
International Development Association

PROGRESS REPORT  
TO THE BOARD OF EXECUTIVE DIRECTORS  
ON THE IMPLEMENTATION OF THE MANAGEMENT ACTIONS  
IN RESPONSE TO THE

REQUEST FOR INSPECTION  
OF THE

UZBEKISTAN  
RURAL ENTERPRISE SUPPORT PROJECT – PHASE 2 (P109126) AND  
ADDITIONAL FINANCING FOR SECOND RURAL ENTERPRISE SUPPORT PROJECT (P126962)

November 5, 2014

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## Abbreviations and Acronyms

CSO	Civil Society Organization
FBM	Feedback Mechanism
FVWRMP	Ferghana Valley Water Resources Management Project
GEF	Global Environment Facility
GPE	Global Partnership for Education Project
HDP	Horticulture Development Project
IFC	International Finance Corporation
ILO	International Labor Organization
MOU	Memorandum of Understanding
NGO	Nongovernmental Organization
PFI	Participating Financial Institution
PSIA	Poverty and Social Impact Assessment
RESP	Rural Enterprise Support Project
RRA	Rural Restructuring Agency
SACMP	Sustainable Agriculture and Climate Mitigation Project
SDC	Swiss Agency for Development and Cooperation
SKWRMIP	South Karakalpakstan Water Resource Management Improvement Project
TPM	Third Party Monitoring
WCA	Water Consumer Association

## EXECUTIVE SUMMARY

- i. This report is an update on actions undertaken by Management (as presented in the Management Response) over the past year to address concerns from Requesters related to the Second Rural Enterprise Support Project (RESP II) and the Additional Financing for the Second Rural Enterprise Support Project (RESP II AF), as registered in the Request for Inspection on September 4, 2013.
- ii. In the past 12 months, Bank Management has successfully completed all but one of the actions outlined in the Management Response to the Request for Inspection. In particular, all of the following documents have been revised to include provisions that require the beneficiary/beneficiaries to comply with national and international laws and regulations on forced labor, alongside those for child labor: (i) the Rural Enterprise Investment Guidelines; (ii) the Subsidiary Loan Agreement among the Ministry of Finance, the Rural Restructuring Agency (RRA) and the Participating Financial Institutions (PFIs); (iii) the Project Implementation Plan; and (iv) the sub-loan agreement between the PFIs and the project beneficiaries. In addition, the training materials for the farmers and Water Consumers Associations (WCA) have also been revised to include modules on the applicable legislation covering forced adult labor in addition to that on child labor and gender.
- iii. The action that has been delayed, but where progress is being made, relates to the Third Party Monitoring (TPM) and Grievance Redress Mechanism (later renamed as Feedback Mechanism or FBM), which was planned for the 2014 harvest. Operationalization of the TPM required a number of steps, including definition of scope, development of Terms of Reference, as well as procurement of services of an entity to implement it. Bank Management has been working to implement these steps, but the process has been long due to its complexity and challenges in interpreting the ambiguity around the country's compliance with the ILO conventions on forced labor, neither of which were fully anticipated at the beginning of the process. In spite of this, Bank Management has been able to come to agreement with the International Labor Organization (ILO) that it will monitor the cotton harvests in 2015 and 2016. To this effect, the Bank and ILO recently signed an MOU to collaborate on child and forced labor monitoring (according to the terms of reference to be mutually agreed by the Bank and ILO) of Bank-financed projects over the next two years. The design of the FBM has been contracted to an experienced international company (Ergon), which is closely coordinating with ILO, along with Bank experts and relevant Government institutions.
- iv. To ensure implementation of the agreed Management recommendations in the RESP II project areas, Management significantly scaled up its supervision for the 2014 harvest season. The Bank team continuously visited beneficiaries of the Rural Finance and Irrigation and Drainage components in the seven RESP II regions throughout the harvest period. The supervision team included Task Team Leaders, several Social Development Specialists, the Acting Country Managers, and the Program Leaders covering both Social Development and Agriculture. ILO representatives also participated in several field visits. During this period, the Country Director was present in country for extended periods, daily reports were provided by the team, and the office of the Vice President for Europe and Central Asia conducted weekly reviews. In addition, a Social Development Specialist, whose primary task is to focus on child and labor issues, has been stationed in the regional World Bank office for the harvest period. No identifiable cases of child labor and no obvious cases of forced labor were observed by the supervision missions in the project areas. As noted later in the report, ILO has just begun work on elaborating whether certain forms of employment and labor in a given situation are in conformity with the ILO Conventions, and this is expected to clarify the current ambiguity on terminology ahead of 2015 harvest season.
- v. Over the course of the past year, the Bank continued to maintain an intensive dialogue with the Government of Uzbekistan on issues related to child and forced labor in the cotton sector. During this time period, the authorities demonstrated their political willingness to tackle these issues beyond project specific compliance, by introducing significant changes to the national legal framework related to the protection of the rights of workers and strengthening the prohibitions on child and forced labor. In

particular, the Cabinet of Ministers distributed special instructions to all local governments and public institutions reiterating that no one under 18 may be mobilized for the cotton harvest. The Government of Uzbekistan also engaged in a public campaign about the rights of children and adults, and established a national monitoring plan for child labor.

vi. In addition to accepting formal third party monitoring and a formal feedback mechanism (the TPM and FBM), the Government invited the Bank to participate both at a roundtable on the DWCP in August and in a number of subsequent activities on child and forced labor under this program, which underlines the complementarity of the activities of the Bank and the ILO in this field. Further, the Government has (i) taken a formal decision to aim for full mechanization of the cotton crop by 2016; (ii) issued a request to the Bank for support of an agriculture sector mechanization and modernization program; and (iii) agreed to include stringent covenants related to child and forced labor in future projects (see below).

vii. The Bank's engagement in labor issues has become an integral part of the broader country dialogue in Uzbekistan and goes beyond the RESP II. Through the additional projects in the sector – the South Karakalpakstan Water Resource Management Improvement Project (SKWRMIP) and the Horticulture Development Project (HDP), both expected to become effective in early 2015 – the Bank will support accelerated Government efforts to implement an agriculture sector diversification strategy that shifts production away from cotton. In addition, SKWRMIP provides for development of a clear land use strategy that eliminates incentives for using child and forced labor in the entire project area, exclusion of part of the project area from the state cotton procurement system, mechanization of cotton harvesting, and support to explore possible participation in the Better Cotton Initiative that is free from child and forced labor. Further, it has been agreed with the Government of Uzbekistan that the Global Partnership for Education Project will also include covenants related to child and forced labor as well as participation in the Third Party monitoring and Feedback Mechanism.

viii. Through these actions, Management believes that the Bank has made diligent efforts to address the issues raised in the Request for Inspection including those that pertain to the application of Bank policies and procedures in the context of both the project in question and other Bank financed activities in Uzbekistan.

## I. INTRODUCTION

1. This report is an update on actions undertaken by Management over the past 12 months to address concerns raised in the Request for Inspection of the Second Rural Enterprise Support Project (RESP II) and the Additional Financing for the Second Rural Enterprise Support Project (RESP II AF), dated September 4, 2013. As outlined in the Management Response, dated November 5, 2013, Management made several commitments, specifically:

- **Amendments to the sub-loan agreements.** Bank management committed that, under the RESP II, any new project beneficiaries using the credit line will be required to comply with the applicable laws and regulations on both forced and child labor. Specifically, the RESP II Rural Enterprise Investment Regulations; the subsidiary loan agreement among the Ministry of Finance, the Rural Restructuring Agency (RRA) and Participating Financial Institutions (PFIs); the Project Implementation Plan; and the PFI sub-loan agreements with future credit line beneficiaries would be amended to add compliance with the applicable national and international laws and regulations on forced labor alongside those for child labor.
- **Expansion of training coverage.** Bank management committed that a module that raises awareness about forced and child labor laws and regulations would be added to the training programs for Water Consumer Associations (WCAs) under Component 2(b) on Strengthening WCAs. The farmer training module in Component 3 on Rural Training and Advisory Services will be revised and expanded to include forced labor laws and regulations.
- **Introduction of a project level grievance redress mechanism.** Bank management committed that, in addition to Third Party Monitoring, a Grievance Redress Mechanism would be added to the RESP II. On November 27, 2013, as part of the Management Response Addendum, prepared at the request of the Inspection Panel, Management committed to implement Third Party Monitoring (TPM) and a Grievance Redress Mechanism in other relevant ongoing and future projects in Uzbekistan.

2. In its Report and Recommendations, the Panel notes that it will report back to the Board within 12 months as to whether a full investigation is warranted, taking into account the following: (i) positive result of the proposed third-party monitoring of child and forced labor in project-financed activities and (ii) progress in the dialogue between the Bank and Government on the concerns characterizing the current system of cotton production.

3. As discussed below, Management has achieved substantial progress in implementing the above actions. Section II below contains an update on their status and results.

## II. ACTIONS SINCE MANAGEMENT RESPONSE

### Amendments to the Sub-loan Agreements

4. **Uzbekistan is a signatory to international conventions and has amended legislation to prevent child and forced labor.** Uzbekistan is a signatory of ILO Convention No. 138 on Minimum Age for Admission to Employment (since 2009), Convention No. 182 on the Prohibition and Immediate Action for Elimination of the Worst Forms of Child Labor (since 2008), Convention No. 105 on Abolition of Forced Labor (since 1997), and Convention No. 29 on Forced Labor (since 1992). In addition, Uzbekistan's domestic legislation includes a number of provisions prohibiting child and forced labor, some of which are not fully implemented given the ambiguity whether certain forms of employment and labor in a given situation are in conformity with the said ILO Conventions.

5. **Establishing whether a certain form of labor in a given situation is in conformity with relevant ILO Conventions proved to be a complex undertaking.** ILO conventions distinguish

between child labor and forced labor.<sup>1</sup> To establish the above, ILO follows a specific methodology, which includes, *inter alia*: establishing a conceptual framework, with legal and operational definitions; undertaking qualitative and quantitative surveys to define the forms of forced labor in the country, together with details of workers, sectors of activity and geographical areas at risk; and subsequently establishing a national set of indicators.<sup>2</sup> While the definition of *child labor* is straightforward, the ILO conventions on forced labor for specific countries require further elaboration. The ambiguity is compounded by formal measures that have been put in place that aim to legitimize the obligatory mobilization of adults for agricultural purposes. For example, standard civil service employment contracts in Uzbekistan contain a clause which allows for deployment of up to 60 days in other work, including agricultural work. In addition cotton pickers also sign individual contracts with farmers, which specify rights and responsibilities of both sides, including working conditions, payment, and amount of cotton to be harvested, etc. (see Annex 6). Cotton pickers are paid in cash on a weekly basis, based on the amount of cotton harvested.

6. **As part of the Decent Work Country Program, ILO is undertaking work to establish whether various forms of employment and labor in a given situation in Uzbekistan constitute forced adult<sup>3</sup>.** This will allow it to adapt its monitoring methodology for forced labor to the specific Uzbek circumstances. The Government, through its Ministry of Labor, has invited the World Bank to participate in this work. Therefore the Bank will be collaborating with ILO on a survey on labor recruitment strategies in the agriculture sector. This work is to be associated with a related Bank Poverty and Social Impact Assessment of cotton harvest mechanization, “Assessing the social impact of mechanization of cotton harvest on farmers and farm workers in the agricultural sector in Uzbekistan” (P151288), which will assess the ex-ante poverty and social impact of the planned cotton mechanization policy on farm workers and vulnerable private farmers, and identify and strengthen mechanisms to mitigate negative impacts of this policy on these groups. Qualitative data collection, including in the RESP II project area, is expected to start in November 2014.

7. **All relevant RESP II project documents have been amended to comply with the applicable national and international laws and regulations against forced labor, in addition to child labor.** The RESP II Rural Enterprise Investment Regulations; the subsidiary loan agreement among the Ministry of Finance, RRA and PFIs; the Project Implementation Plan; and the PFI sub-loan agreements with credit line beneficiaries have been amended to add compliance with the applicable national and international laws and regulations on forced labor alongside those for child labor (Annex 2a to 2d). To date, six sub-loan applications have been approved by the PFIs, for which the loan documents include this clause on compliance. In addition, for 63 WCAs supported under Component 2 on Irrigation and Drainage Works of the RESP II, the contract signed by the farmer members for delivery of irrigation water has been amended to include a clause forbidding the use of forced or child labor by the signatories, starting with the 2014 harvest (see Annex 2d).

## Expansion of Training Coverage

8. **The training implemented under RESP II has been expanded to include coverage of the laws and regulations on forced labor in addition to those on child labor.** The farmer training modules in Component 2 on Irrigation and Drainage and Component 3 on Rural Training and Advisory Services have been revised and expanded to include forced labor laws and regulations (Annex 3). Since project effectiveness (2008), 938 training sessions/seminars in local language have been held and 61,426 farmers and agri- entrepreneurs have received the training on prohibition of

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<sup>1</sup> According to the ILO Convention No 29 on Forced Labor Prevention: “...the term *forced or compulsory labour* shall mean all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily. ...for the purposes of this Convention, the term *forced or compulsory labour* shall not include...any work or service which forms part of the normal civic obligations of the citizens of a fully self-governing country;...”

<sup>2</sup> See [http://www.ilo.org/wcmsp5/groups/public/---ed\\_norm/---declaration/documents/publication/wcms\\_182096.pdf](http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_182096.pdf)

<sup>3</sup> As defined in ILO Conventions No. 29 and 105

child labor use in the project area. In May 2014, the training module was revised to include prohibition of forced labor use in addition to child labor. Since May 2014, 55 WCAs, with the participation of 1,701 farmers, have received this training, in line with the revised training module under Component 2(b) on Strengthening WCAs, which covers institutional capacity to train and support WCAs to rehabilitate, operate and maintain on-farm irrigation and drainage systems. The Swiss Agency for Development and Cooperation (SDC<sup>4</sup>) also included a training on prevention of child and forced labor in its farmers training program financed under parallel financing. Additional training/seminars on the subject will be organized in the period November 2014 – February 2015, after the agriculture season is over.

## **Introduction of Third Party Monitoring and Feedback Mechanism**

9. **Operationalization of the TPM required a number of steps, including definition of scope, development of Terms of Reference, as well as procurement of services of an entity to implement it.** Bank Management has been working to implement these steps, but the process has been long due to its complexity and the ambiguity whether certain forms of labor and employment in a given situation are in conformity with relevant ILO Conventions, which was not anticipated at the beginning of the process. Since November 2013, the Bank Management has engaged in an intensive dialogue with the Government on the scope and methodology for implementing the TPM and FBM, for which a full endorsement was required from the highest level of the Government. This was reached in January 2014, and covers the following projects in the Bank's portfolio: (i) RESP II (P109126) and RESP II Additional Financing (P126962); (ii) its associated Global Environmental Facility (GEF) financed project, the Sustainable Agriculture and Climate Mitigation Project (SACMP, P127486); (iii) the South Karakalpakstan Water Resources Management Improvement Project (SKWRMIP, P127764); (iv) the Horticulture Development Project (HDP, P133703); and (v) the Global Partnership for Education Project (GPE, P144856).

10. **In an effort to ensure full ownership of the TPM and FBM, the Terms of Reference were shared and discussed within different Government institutions** and other stakeholders in the Uzbek labor sector, including the Council of Federation of Trade Unions, and the Chamber of Commerce and Industry. During this consultation process it was agreed to change the name of the Grievance Redress Mechanism to Feedback Mechanism, because the FBM agency, being independent from the Government, would not have the authority to implement the redress measures that fall under the Government's purview. Following these consultations, the revised Terms of Reference were developed in March 2014.

11. **In April 2014, the Bank launched the procurement process to hire an international firm to implement the TPM and FBM.** The Bank team proactively reached out to qualified firms, and five companies submitted expressions of interest. However, no proposals were received by the deadline. Interested firms either were unable to find credible local partners or they felt that participation in such a mechanism bore significant reputational risk given the uncertainty whether certain forms of labor and employment in a given situation in Uzbekistan are in conformity with relevant ILO Conventions and the situation surrounding cotton production in Uzbekistan.

12. **The Bank team then reached out to the International Labor Organization (ILO),** the international authority on issues of child and forced labor to explore the possibility of ILO implementing the TPM for the Bank. During the 2013 cotton harvest, the ILO carried out the first formal monitoring of child labor in the cotton sector in Uzbekistan.<sup>5</sup> On July 3, 2014, ILO agreed in

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<sup>4</sup> SDC is providing a parallel financing to implement the RESP II sub-components called "strengthening WCAs and demonstrate water saving technologies"

<sup>5</sup> In 2013 ILO had a mandate from ILO's Committee of Experts to monitor child labor during the cotton harvest. However, in 2014 the Committee of Experts required the Government of Uzbekistan to report on child labor in the 2014 harvest. Consequently the Government decided to undertake the monitoring on its own, through the Ministry of Labor, Federation of Trade Unions, and Chamber of Commerce and Industry, following ILO's methodology. ILO thus had no mandate to monitor the 2014 harvest and its role was limited to providing training to the Uzbek monitors.

principle to implement the TPM for *child* labor during the 2014 harvest, subject to ILO receiving a no-objection from the Government of Uzbekistan. After following lengthy administrative procedures, said Government confirmation was provided on August 19, 2014, very close to the start of the cotton harvest on September 5. Given the time limitations, ILO informed the Bank on August 29, 2014 that it would not have sufficient time to mobilize human and material resources for sustained, efficient and credible monitoring throughout the 2014 harvest period.

13. **ILO agreed to undertake TPM of both child and forced labor in Bank-financed projects starting in 2015** and to explore other forms of collaboration in 2014. One example of such collaboration is the survey on labor recruitment practices noted above. This is a prerequisite for ILO to elaborate a monitoring methodology for forced labor in Uzbekistan. On October 15, 2014, the Bank and ILO signed a Memorandum of Understanding on cooperation in Bank activities in Uzbekistan (Annex 4) including, notably, ILO implementation of the TPM for both child and forced adult labor starting in 2015, for an initial period of two years.<sup>6</sup> To this end a joint ILO-Bank team is preparing a roundtable, tentatively planned for January or February 2015 in Tashkent, the objective of which is to agree on the scope, methodology and timeline for TPM of the 2015 cotton harvest. Originally, it was intended that the costs of the TPM/FBM would be borne by one of the Bank projects; it has since been decided that financing would come from the Bank budget for the first year, and through a planned Multi Donor Trust Fund (MDTF) for the later period, as this would provide a greater independence for both activities.

14. **During the 2015 cotton harvest, ILO will implement the TPM for both forced child and adult labor.** The methodology for monitoring forced adult labor will be tested for the first time in 2015. Monitoring will initially cover five Bank-financed projects – RESP II, the GEF SACMP, SKWRMIP, HDP and GPE<sup>7</sup> – as agreed upon with the Government. A detailed plan, scope, methodology and timeline for monitoring will be developed in close collaboration with the Government, ILO and the Bank, and finalized during the roundtable in early 2015.

15. **The Bank has contracted a highly experienced international firm to design the FBM, which will have two mechanisms, one international and the other national.** The consultant company Ergon comes well recommended by IFC and ILO. In this respect, discussions with the Government of the FBM design report began on October 14, 2014 and are still underway. Subject to successful conclusion of these discussions and contracting of a qualified firm to serve as international administrator, it is expected to first pilot the FBM in the RESP II area in the next few months, and subsequently scale it up to other projects during 2015. The FBM will offer stakeholders opportunities to provide feedback on labor issues in the cotton sector through both national and international channels. It will be possible to obtain retrospective feedback, thereby providing a channel for information relating to the 2014 harvest season. The Bank has also contracted Ergon to prepare a feasibility study for including Uzbekistan in the Better Cotton Initiative, an internationally recognized vehicle for promoting environmentally and socially sustainable production of cotton, and advising the Bank on definitional issues related to forced adult labor, along with ILO.

## **Intensified Field Supervision**

16. **The Bank significantly scaled up its supervision for the 2014 harvest season to ensure the implementation of the agreed Management recommendations in the RESP II project areas.** The Bank team continuously visited beneficiaries of the Rural Finance and Irrigation and Drainage components in the seven RESP II regions throughout the harvest period (Annex 5 lists the field supervision schedule). During this enhanced supervision mission, the Bank team reviewed implementation of provisions included in the project documents on the prohibition of child and forced labor by the beneficiaries. The mission involved the participation of the Task Team Leader, multiple

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<sup>6</sup> Monitoring in 2016 will be subject to a joint review by the Bank and ILO of their collaboration after the cotton harvest in 2015 in order to determine the scope and methods for collaboration thereafter. Extension of the MOU after two years would also be subject to joint review and agreement.

<sup>7</sup> At present only RESP II, the RESP II Additional Financing, and the GEF financed project, the SACMP, are effective.

Social Development Specialists, the Acting Country Managers, and the Program Leaders covering both Social Development and Agriculture. In addition, a Social Development Specialist has been stationed in the regional World Bank office, with the primary task of focusing on child and forced labor issues, and coordinating, along with the Lead Social Development Specialist based in Washington DC, the work of the TPM and the FBM. ILO representatives participated in several field visits. During this period, the Country Director was present in country for extended periods, daily reports were provided by the team, and the office of the Vice President for Europe and Central Asia conducted weekly reviews. Given the challenges regarding the ambiguity whether certain forms of employment and labor in a given situation are in conformity with relevant ILO Conventions, no clear situations of forced labor were identified, and no children under the age of 18 were observed working by the supervision missions in the project areas.



World Bank team on field visit in project areas

**17. The Bank also conducted intensified field supervision of the Ferghana Valley Water Resources Management Project (FVWRMP) beginning October 8.** In the course of the supervision, most of the cotton pickers encountered stated that they came from local communities and indicated that they valued the opportunity to earn cash income. On one occasion during the visit to a farm, the supervision team was told that civil servants, reportedly school teachers, were working in one field.

However at a follow up fact-finding meeting with the same farmer, the farmer told the Bank supervision team that the cotton pickers were not teachers, but school janitors who are employed part time for school cleaning purposes. These school janitors had come to the farmer requesting to be employed to pick cotton so that they can earn extra income in their free time. The farmer also presented the Bank team with the employment contracts of the workers hired for cotton harvesting (Annex 6). These contracts could be entirely consistent with mobilization in accordance with standard agreement terms between farmer and the cotton picking volunteer, as Government sources have suggested. However, they could also be consistent with reports of forced mobilization of civil servants as reported by NGOs and media. Until ILO elaborates the comprehensive assessment of recruitment and employment conditions in the agriculture sector in Uzbekistan, it will be very difficult to assess whether the presence of civil servants in the field constitutes forced labor, as measures may exist that are intended to legitimize the mobilization of adults, as noted above in paragraph 5.

## Progress in Dialogue with Government and Civil Society

**18. The dialogue with the Government of Uzbekistan has been very intense and is showing results.** The tenor of this dialogue has shifted significantly, from initial rejection, to acceptance of TPM and covenants in legal agreements, to encouraging trilateral cooperation between the Government of Uzbekistan, ILO and the Bank, and proactive dissemination of workers' rights and employers' responsibilities. This has helped to stimulate a number of positive interventions in the area of child and forced labor. These include:

- Uzbekistan's Administrative Code and Criminal Code<sup>8</sup> were amended to ensure strong legal guarantees of labor rights of the population and increased responsibility for violations of these rights. The changes to both codes indicate that recruitment of forced labor will be prosecuted and sanctioned (Annex 7).
- A Resolution was issued by the Uzbekistan Cabinet of Ministers on May 27, 2014, citing additional measures related to implementation of ILO conventions, including those on child and

<sup>8</sup> The integral texts of the legislation mentioned in the Progress Report can be found at [www.lex.uz](http://www.lex.uz)

forced labor. This decree also recognizes collaboration with ILO, the Bank and other partners in addressing these challenges (Annex 8). The resolution includes national monitoring with application of ILO methodology, prohibition of use of child labor, as well as observation of regulations of the applicable laws and provisions of ratified Conventions No. 138 and No. 182 on child labor. The monitoring plan was implemented during the 2014 cotton harvest with technical assistance from ILO. The decree also provided the legal basis for implementation of the ILO Decent Country Work Program for 2014–2016.

- A Protocol by the Cabinet of Ministers for 2014 was issued to local authorities to enforce national laws on child and forced labor. Closer to the start of the 2014 harvest, the Prime Minister of Uzbekistan issued special instructions to local government authorities, educational and public institutions prohibiting the deployment of children under the age of 18 to pick cotton and on forced mobilization of adults.
- The Government is conducting an active information campaign on the rights of children and adults as well as methods to protect those rights together with social partners, e.g., the Federation of Trade Unions and the Chamber of Commerce and Industry, using mass media, arranging round tables, and placing advertisements in educational establishments and other public institutions. Special hotlines have been set up within the Federation of Trade Unions and the Ministry of Labor and Social Protection.
- Additional funds have been allocated from the State budget to extend after elementary school activities for pupils (at schools – extra tuition in foreign languages, music, sports, fine arts; in colleges and lyceums – additional learning and hands-on training) in order to reduce the risk of children being in cotton fields after school hours looking for additional income or offering to help their parents.

19. **Labor issues have become an integral part of the Bank’s dialogue with the Government on agriculture sector reforms** that aim to help the country diversify out of cotton production in the long term. The Bank has supported the Government’s Horticulture Development Strategy, through analytical work titled “Uzbekistan Strengthening the Horticulture Value Chain” (2014) and through financing of the HDP. In particular, the RESP II and HDP credit lines for rural enterprise support activities encourage and enable Uzbekistan to: (i) diversify agricultural production; (ii) improve alternative crop productivity and production intensification and diversification; (iii) decrease production losses due to improved storing, cooling and packing facilities; and (iv) improve water management in the project areas. Also, these operations will help reduce the adverse environmental and social impacts associated with cotton production.

20. **Both the SKWRMIP and the HDP, approved by the Board in June 2014, support accelerated efforts for agriculture sector diversification.** In the ongoing dialogue on cotton sector reform in Uzbekistan, the Government has requested assistance from the Bank to develop a strategy for agricultural diversification away from cotton. This will be financed under SKWRMIP (Component 3). Integral to this technical assistance is to share international experience in implementing cotton sector reforms to facilitate the agriculture diversification process in the country. In addition, SKWRMIP includes the development of a clear land use strategy that eliminates incentives for using child and forced labor in the project area, exclusion of part of the project area from the state cotton procurement system, and mechanization of cotton harvesting. Management also has been working with IFC on exploring the possibility of including Uzbekistan into the Better Cotton Initiative.



Mechanical harvester

21. **The Government of Uzbekistan is committed to mechanized cotton harvesting.** The Government has defined accelerated mechanization of cotton production as a priority to further develop the agriculture sector, in particular cotton production. In addition to the Bank’s dialogue, the Government is also

receiving support from the Asian Development Bank to develop its cotton mechanization strategy. As of 2013, around 10 percent of cotton fields was mechanically harvested, and the Government estimates that about 30 percent of the 2014 harvest was done mechanically. Once effective, SKWRMIP will help advance the Government's cotton mechanization strategy by supporting the procurement of around 200 harvesters for use in the project areas. There are ambitious government plans to introduce full mechanization by 2016, excepting fields where terrain or size does not allow for it. To this end, a complex stimulus system is being elaborated, including greater access to credit and a wide spectrum of economic incentives for agricultural machine producers and for private farmers actively introducing mechanized cotton picking.

22. **The Bank has continued its active dialogue with civil society organizations /nongovernmental organizations (CSOs/NGOs) and with international development partners.** It has engaged with a number of CSOs/NGOs on the issues related to child and forced labor in Uzbekistan, including Human Rights Watch, Cotton Campaign, and Open Society Foundations. In all of these meetings, the Bank has informed the CSOs about progress in activities and systematically conveyed the Bank's views on child and forced labor, emphasizing that: (i) the Bank does not condone child or forced labor in any form; (ii) the Bank recognizes the importance and complexity of the forced labor situation in Uzbekistan; and (iii) the most effective way to address the issue is a holistic approach through policy dialogue, collaboration with other international organizations, and mitigation measures and binding provisions at the project level. At both the country and international levels, the Bank has maintained an active dialogue with the European Union, ILO, United Nations Development Programme, UNICEF, Finland, Japan, Switzerland, the United States, the United Kingdom and other development partners on this topic.

23. **The Bank is undertaking a Poverty and Social Impact Assessment (PSIA)** to assess the ex-ante poverty and social impact of the planned cotton mechanization policy in Uzbekistan on farm workers and vulnerable private farmers, and to identify and strengthen mechanisms to mitigate negative impacts of this policy on these groups and thereby make the reforms more acceptable for them. The PSIA will help create a socio-economic profile of the population engaged in growing and picking cotton in Uzbekistan; assess livelihood alternatives for volunteer cotton pickers and evaluate views of cotton growers on the mechanization of the cotton harvest. It will also attempt to identify potential mitigation measures to address the negative impact of mechanization, especially for the most vulnerable cotton pickers.

### III. CONCLUSIONS

24. The Bank has made considerable progress in its dialogue with the Government of Uzbekistan and its development partners in addressing the systemic issues concerning child and forced labor in cotton sector in Uzbekistan. Bank Management continues to implement a multi-faceted approach to the reform of the cotton production system while providing adequate support to the Government to implement these reforms.

25. Within the context of the Request for Inspection, Bank Management has successfully completed all but one of the actions outlined in the Management Response during the past 12 months. In particular, all of the following documents have been revised to include provisions that require the beneficiary/beneficiaries to comply with national and international laws and regulations on forced labor, alongside those for child labor: (i) the Rural Enterprise Investment Guidelines; (ii) the Subsidiary Loan Agreement among the Ministry of Finance, the Rural Restructuring Agency (RRA) and the Participating Financial Institutions (PFIs); (iii) the Project Implementation Plan; and (iv) the sub-loan agreement between the PFIs and the beneficiaries. In addition, the training materials for the farmers and WCAs have also been revised to include modules on the legislation covering forced adult labor in addition to that on child labor. The Bank has made considerable progress in establishing the TPM and FBM for child and forced labor in Project-financed activities by signing a Memorandum of Understanding with ILO and in reaching an understanding that ILO will collaborate on child and forced labor monitoring in 2015 and 2016 (according to the terms of reference to be mutually agreed

by the World Bank and ILO). Further continuation will be considered after reviewing the experiences of the first two years of TPM implementation.

26. Management recognizes that the concerns described in the Request for Inspection and in this Progress Report are deeply entrenched in the cotton production system of the country. The course of action by the Bank is supporting introduction of measures aimed at bringing systemic changes to the sector. Management is committed to continuing its engagement with the Government of Uzbekistan and to seeing through the proper implementation of the project.

27. Management has implemented the measures laid out in the Management Response to ensure application of its policies and procedures in the context of the project in question and other World Bank financed activities in the agriculture sector in Uzbekistan. Further to this, the Bank engaged in a intensive dialogue with the Government of Uzbekistan to address the child and forced labor issue on a wider scale, and has stepped up the project supervision to at least in part offset the lack of TPM during the 2014 harvest. Management maintains that the Requesters' rights or interests have not been adversely affected, nor are they at risk of being adversely affected, by a failure of the Bank to implement its policies and procedures.

### Annex 1: Matrix of Actions related to the Management Response

Action	Update as of October 2, 2014
<b>Rural Enterprise Support Project II</b>	
Revision of the Rural Training and Advisory Services Component training material on international and national laws and regulations, to include prevention of forced adult labor in addition to child labor.	The RRA has revised the training materials following submission for the Bank's review. The Bank's social team reviewed the training material and its comments and suggestions were incorporated. The training material has been printed and distributed to project participants and is now available to be used for the upcoming farmers training workshops scheduled in November-January.
Expansion of the awareness raising training to WCAs on various aspects of water management, to include raising awareness on national labor legislation as well as any applicable national and international laws and regulations on forced and child labor.	The RRA has shared the revised training materials with the Swiss Agency for Development and Cooperation (SDC <sup>9</sup> ) to include training on prevention of child and forced labor in its farmers training program financed under parallel financing. The SDC is now using the new training material in its trainings for the farmers.
Revision of the Project Implementation Plan to include provisions on the prevention of forced labor in addition to child labor.	The Project Implementation Plans of the RESP II and Sustainable Agriculture and Climate Change Mitigation Project were revised by the RRA and approved by the Ministry of Agriculture and Water Resources.
Revision of the Rural Enterprise Investment Guidelines to include provisions that require the beneficiary to comply with national labor legislation as well as any applicable national and international laws and regulations on forced and child labor.	The Rural Enterprise Investment Guidelines were revised by the RRA and PFIs and approved by the Central Bank, Ministry of Finance, Ministry of Economy and Ministry of Agriculture.
Revision of the Sub-Loan Agreements and Grant agreements to include provisions that require the beneficiary to comply with national labor legislation as well as any applicable national and international laws and regulations on forced and child labor.	The Sub-Loan Agreements and Grant agreements were revised by the RRA and PFIs accordingly and approved by the Ministry of Finance.
Introduction of Third Party Monitoring (TPM) in RESP II and other projects in the Bank portfolio.	It has been agreed with the Government that TPM/FBM on child and forced labor should be extended to other projects in the Bank's portfolio of relevance for the issue of child and forced labor. The ILO agreed to implement the TPM for child labor in 2014. As for adult forced labor, ILO first needs to establish whether certain forms of labor and employment in a given situation are in conformity with relevant ILO

<sup>9</sup> SDC is providing a parallel financing to implement the RESP II sub-components called "strengthening WCAs and demonstrate water saving technologies"

Action	Update as of October 2, 2014
Introduction of project level Grievance Redress Mechanism (later renamed to Feedback Mechanism - FBM).	<p>Conventions. Government permission to do this during the 2014 harvest came too late to make the necessary logistical arrangements. ILO has agreed to implement the TPM for child and forced labor as of 2015 harvest season. The FBM will be contracted out to an international firm; the FBM design is being discussed with Government with a view to starting pilot activities in the RESP II project area.</p> <p>The project team is also working with IFC on exploring the possibility of incorporating Uzbekistan into the Better Cotton Initiative, which is the internationally recognized vehicle for supporting environmentally and socially sustainable production of cotton.</p>
Amendment to the agreements between WCAs and member Farmers was made to address the prevention of child and forced labor. (N.B. – this goes beyond the measures to which the Bank committed in the Management Response.)	A separate paragraph was introduced in the agreements between the WCAs and the farmers that the member farmers need to comply with national labor legislation as well as any applicable national and international laws and regulations on forced and child labor.
Regular supervision missions by World Bank teams.	The Bank team intensified supervision missions during the 2014 cotton harvesting season. In addition, a Social Development Specialist has been stationed in the regional World Bank office, whose primary task is to focus on child and forced labor issues, and to coordinate the work of TPM and FBM. During the harvest the Country Management Unit issued daily reports on the findings of the missions and other related developments and the Europe and Central Asia Vice President's office conducted weekly reviews.

**Annex 2a: Rural Enterprise Investment Regulations (excerpts)**

<b>"Agreed"</b>	<b>"Agreed"</b>	<b>"Approved"</b>
Central Bank of Republic of Uzbekistan  ████████████████████	Ministry of Finance of Republic of Uzbekistan  ████████████████████	Ministry of Agriculture and Water Resources of Republic of Uzbekistan  ████████████████████
№ ___ on _____ 2014	№ ___ on _____ 2014	№ ___ on _____ 2014

**REPUBLIC OF UZBEKISTAN  
ADDITIONAL FINANCING TO THE  
SECOND RURAL ENTERPRISE SUPPORT PROJECT  
AND  
MATCHING GRANT PROGRAM  
UNDER THE SUSTAINABLE AGRICULTURE AND CLIMATE CHANGE MITIGATION  
PROJECT  
RURAL ENTERPRISE INVESTMENT REGULATIONS**

**VII. ELIGIBILITY CRITERIA, APPROVAL PROCEDURES AND PRINCIPAL TERMS AND CONDITIONS OF SUB-LOANS AND LEASES**

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43. The PFIs/Lease Companies will carry out the detailed Sub-project appraisal based on their internal procedures for such appraisal, including their internal requirements for collateral. However, the following aspects of the proposed Sub-project should be covered by the PFI/Lease Company appraisal as a minimum:

- (i) technical feasibility and financial and commercial viability of the proposed Sub-project, including:
  - a. the rate of return on the proposed investment should be, at minimum, equivalent to the interest rate on the Sub-loan/Lease;
  - b. the Debt Service Coverage (DSC) Ratio (the formula is indicated in Annex 3) should be minimum of 1.3, calculated annually, on the basis of the Sub-borrower's total debts;
- (ii) an evaluation of the borrower's ownership structure, financial position, and creditworthiness, operational success, organization and management structure;

- (iii) assurance that the Sub-borrower has the technical staff, know-how and all other resources available for successful implementation of the Sub-project;
- (iv) compliance with the relevant health and safety standards, and other laws and regulations (including any applicable national and international law and regulation on forced and child labor) in effect in the Republic of Uzbekistan;
- (v) compliance with the environmental and procurement guidelines of IDA in effect at the time of the Sub-project appraisal (Sections XI and XII of these Regulations).

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53 All Sub-loan/Lease agreements signed between PFI and Sub-borrowers shall include, inter alia, the following provisions to protect PFI's interest and those of the Republic of Uzbekistan and IDA:

- (i) Sub-borrowers shall be required to:
  - a. Carry out the Sub-project with due diligence and efficiency and in conformity with appropriate technical, economical, financial, environmental and commercial practices, satisfactory to IDA, and the national labor legislation as well as any applicable national and international law and regulation on forced and child labor;
  - b. Comply with provisions of paragraphs 85 and 86;
  - c. Provide, promptly as needed, the funds, facilities and other resources required for the purpose;
  - d. Procure the goods and works to be financed out of the proceeds of the Sub-loan/Lease, in accordance with instructions of the PFI/Lease Company and in compliance with the Procurement Guidelines specified in Section XII of these Regulations, and use such goods and works exclusively in the carrying out of the Sub-project;
  - e. Maintain adequate financial records, including in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project;
  - f. Permit the PFI's or Lease Company's authorized representatives, by themselves or jointly with representatives of IDA and RRA, to inspect the goods and the sites, works, plans and construction included in the Sub-project, the operation thereof and any relevant documents and records;
  - g. Provide the PFI/Lease Company, RRA or IDA with all such information, as shall be reasonably requested, relating to the foregoing and to the administration, operation and financial condition of the Sub-borrower and to the benefits to be derived from the Sub-project.
- (ii) PFI or Lease Company shall preserve its right to terminate the right of the Sub-borrower to the use of the proceeds of the Sub-loan/participate in the Lease arrangement upon failure by the Sub-borrower to perform its obligations under the Sub-loan/Lease agreement with the PFI.

### **XIII. OTHER SAFEGUARDS**

85. **Use of Child and/or Forced Labor.** The PFIs/Lease Companies and the RRA shall monitor use of child and/or forced labor during the monitoring visits to the sub-borrowers. Upon the detection of the use of child and/or forced labor, the sub-borrower will be disqualified from borrowing from the Credit Line and/or from benefitting from the Matching Grant Program.

SAMPLE

Annex 2b.: Sub-Loan Agreement with [REDACTED]

CREDIT NUMBER 5152-UZ

ON-LENDING AGREEMENT ON PART OF THE CREDIT BY THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION

between

THE REPUBLIC OF UZBEKISTAN,

THE AGENCY FOR RESTRUCTURING OF AGRICULTURAL ENTERPRISES

AND

[REDACTED] BANK

as part of the Additional Financing for "Rural Enterprise Support Project. Phase II"

24 June 2014

**ON-LENDING AGREEMENT**

This On-lending Agreement (hereinafter referred to as "**the Agreement**") is signed on 24 June 2014 between the Republic of Uzbekistan (hereinafter referred to as "**the Republic of Uzbekistan**") represented by the Minister of Finance of the Republic of Uzbekistan [REDACTED] acting on the basis of the Decree of the President of the Republic of Uzbekistan of 14 February 2014 No. PP-2129 "On Additional Measures to Implement the " Rural Enterprise Support Project. Phase II" Project with Participation of the International Development Association", the Rural Restructuring Agency (hereinafter referred to as "**the RRA**") represented by the General Director [REDACTED] acting on the basis of the Charter, and the [REDACTED] Joint-Stock Commercial Mortgage Bank (hereinafter referred to as [REDACTED]) represented by the Chairman of the Board of Directors [REDACTED] acting on the basis of the Charter (hereinafter jointly referred to as "**the Parties**").

**Whereas:**

- in accordance with the Additional Financing Agreement of 7 February 2014 (hereinafter referred to as "**the Financing Agreement**") between the Republic of Uzbekistan and the International Development Association (hereinafter referred to as "**the Association**"), the Association agreed to provide to the Republic of Uzbekistan a credit of 26,400,000 (twenty-six million four hundred thousand) of Special Drawing Rights (hereinafter referred to as "**SDR**") on the terms provided for in the Financing Agreement (hereinafter referred to as "**the Credit**") for the purposes of additional financing of the "Rural Enterprise Support Project. Phase II" project (hereinafter referred to as "**the Project**");

- in accordance with the Financing Agreement, the Republic of Uzbekistan provides to the PFI part of the Credit amount for financing of the "Financing of Rural Enterprises" component of the Project (hereinafter referred to as "**the Subsidiary credit**") on the terms set forth in the Financing Agreement and this Agreement.

**Therefore, the Parties have agreed as follows:**

**ARTICLE I**

**DEFINITIONS**

**Section 1.01**

All the definitions set forth in the Financing Agreement and the Statement on the use of credit funds as part of the "Financing of Rural Enterprises" component of the "Rural Enterprise Support Project. Phase II" project with participation of the International Development Association of 29 May 2014 (hereinafter referred to as "the Statement") are acceptable for the purposes of this Agreement unless the context requires otherwise.

**Section 1.02**

During implementation of the "Financing of Rural Enterprises" component of the Project, the Parties shall be governed by this Agreement, the Financing Agreement, the Statement, and the statements, rules and regulations referred to in the Financing Agreement.

**ARTICLE II**

**SUBJECT OF AGREEMENT**

**Section 2.01**

This Agreement defines the procedure for the use and repayment by the PFI to the Republic of Uzbekistan of the Subsidiary Credit, as well as the rights and obligations of the Parties on the Subsidiary Credit servicing.

**ARTICLE III**

**SUBSIDIARY CREDIT**

**Section 3.01**

The Republic of Uzbekistan provides to the PFI a Subsidiary Credit on the terms specified in this Agreement in the amount no more than the equivalent of 2,000,000 (two million) US dollars for Sub-credit granting for Investment Assets and Current Assets and/or Lease Financing (hereinafter referred to as "Sub-credits") as part of implementation of the "Financing of Rural Enterprises" component of the Project.

### **Section 3.02**

The Subsidiary Credit shall be granted on the following terms:

- (a) terms of granting the Subsidiary Credit:
- the settlement period for the Subsidiary Credit shall constitute [REDACTED] years including a grace period of [REDACTED] years starting on the Date of Approval of the Credit by the Board of Directors of the World Bank.
  - the interest rate shall be [REDACTED]% per annum of the drawn amount of the Subsidiary Credit. Charging of interest shall begin on the date of debit of the Subsidiary Credit from the Credit Account. The interest shall be charged for the corresponding half-year periods and shall apply to the beginning of the date of charging of interest, and shall be calculated based on the 360-day year, where every month equals 30 days.
  - the commitment fee shall constitute [REDACTED]% per annum of the undrawn commitment of the Subsidiary Credit. Charging of the commitment fee shall begin on the date of signing this Agreement and shall end on the date of termination of the Credit Account. The commitment fee shall be calculated based on the 360-day year consisting of 12 months, 30 days each, and shall be paid in half-yearly installments as of the date of the payment.
- (b) a one-time fee of 0.5% per annum of the total amount of the Subsidiary Credit charged for the period from 8 April 2014 (60 (sixty) days after the date of signing the Financing Agreement) until the date of signing this Agreement. The one-time fee shall be calculated based on the 360-day year consisting of 12 months, 30 days each. The amount of the calculated one-time fee shall be paid on the date of the first payment following the signing of this Agreement.
- (c) The period from 15 March to 14 September and from 15 September to 14 March, both dates inclusive, shall be considered the periods for calculation of interest and fees.
- (d) The Subsidiary Credit funds must be used before the date of Credit Account termination specified in the Financing Agreement which can be changed subject to approval of the Republic of Uzbekistan and the Association.
- (e) The credit principal for the Subsidiary Credit shall be settled by the PFI to the Republic of Uzbekistan in half-yearly installments, by the annuity payment method, after expiry of the five (5) year grace period, starting on the date of approval of the Credit by the Board of Directors of the World Bank.
- (f) The interest, fees and the credit principal shall be paid on the half-yearly basis, on 5 March and 5 September. If the payment date falls on a non-working day or a public holiday of the Association/the Republic of Uzbekistan, the interest, fees and credit principal shall be paid on the last business day before the payment date.

### **Section 3.03**

The debt of the PFI on the Subsidiary Credit shall be calculated in US dollars. Payment of the credit principal, interest and fees on the Subsidiary Credit shall be made in US dollars.

The PFI shall pay any fines or penalties in Uzbek soms.

### **Section 3.04**

Notwithstanding any other terms of this Agreement, if the rights of the Republic of Uzbekistan under the Financing Agreement on Credit drawing are suspended or terminated in part or in full, the right of

the PFI to receive subsequent amounts under the Subsidiary Credit shall be suspended or terminated at the same time.

### **Section 3.05**

The Republic of Uzbekistan hereby authorizes the RRA to prepare, sign and submit directly to the Association on behalf of the Republic of Uzbekistan and the PFI a request for withdrawal of funds from the Credit Account as part of the "Financing of Rural Enterprises" component of the Project, with all documents and other evidence required by the Association in relation to any such withdrawal or request. The Republic of Uzbekistan shall provide to the Association all the required proof of authority of the RRA for such withdrawals upon request of the Association, and such evidence and documents as required in order allowing such withdrawals and requests in accordance with this Agreement.

## **ARTICLE IV**

### **PROCEDURE FOR THE USE AND SERVICING OF THE SUBSIDIARY CREDIT**

#### **Section 4.01**

In accordance with the terms of this Agreement, the funds from the Subsidiary Credit can be used for the purposes of provision to the PFI of:

- (a) Long-term Sub-credits for investment assets and/or Lease Financing provided for no more than 120 months, where the maximum total amount of all credits (lending limit) or lease is no more than 500,000 US dollars (for warehouse space and cold storage rooms – up to 1,000,000 US dollars), or its equivalent in Uzbek soms with a grace period for repayment of the credit principal up to 36 months.
- (b) Short-term Sub-credits for current assets provided for a period of no more than 18 months, where the amount of one credit must not exceed 50,000 US dollars or its equivalent in Uzbek soms with a grace period for repayment of the credit principal up to 9 months.

#### **Section 4.02**

For use of the funds as part of the "Financing of Rural Enterprises" component of the Project, the PFI shall provide to RRA all the required information in accordance with the Statement.

#### **Section 4.03**

Requests signed by authorized PFI representatives must be accompanied by a package of relevant documents and forms confirming the eligibility of the beneficiaries and the purpose of the Sub-credit for investment assets and current assets and/or Lease Financing, fulfillment of the terms of the Financing Agreement (including conformance to all national and international rights and regulations on forced labor and child labor) and compliance with Appendices No. 1-5 to the Statement, as well as performance of the procedures of the Association in accordance with this Agreement.

#### **Section 4.04**

For each drawing from the Subsidiary Credit, the PFI shall submit a request to the RRA signed by the authorized representatives of the PFI and all the required documents confirming the expenses of the Subproject in accordance with Appendices No. 1-5 to the Statement.

The RRA shall ensure payment to the PFI or according to instructions by the PFI of the amount of the provided Sub-credit for investment assets and current assets and/or Lease Financing from the Subsidiary Credit funds within 10 (ten) business days from the day of receipt of the request and all the required documents confirming the expenses of the Subproject, or inform the PFI of any changes in obligations and/or terms within 3 (three) business days.

#### **Section 4.05**

The PFI shall provide to the Association for preliminary consideration and approval the first 3 (three) Subproject offers for obtaining a Sub-credit for investment assets and current assets and/or Lease Financing regardless of their amount, and any suggestion for an amount of over 150,000 US dollars. For this purpose, the PFI shall provide to the RRA the information specified in Paragraph 21 of the Statement for subsequent provision to the Association.

#### **Section 4.06**

If the RRA or the Association decides that any Sub-credit provided to the PFI for investment assets and current assets and/or Lease Financing:

- (a) was provided to cover the expenses or in amounts or under Categories unacceptable under the terms of the Financing Agreement, or;
- (b) was not confirmed by the relevant documents provided to the RRA, the PFI must, after receiving the notification from the RRA about declining the request: (a) cover such expenses with its own funds, or (b) provide within 3 (three) business days any such additional evidence as may be requested by the RRA.

#### **Section 4.07**

The PFI may provide Sub-credits to beneficiaries for investment assets and current assets and/or Lease Financing in US dollars or Uzbek soms on the terms specified in Section 4.01 of this Agreement.

The interest rate and fees for the Sub-credit for investment assets and current assets and/or Lease Financing denominated in US dollars shall be charged in accordance with paragraph (a) of Section 3.02 of this Agreement plus a justified market margin in accordance with paragraph D of Appendix 2 to the Financing Agreement.

#### **Section 4.08**

The PFI shall keep the funds obtained by the PFI from repayment of Sub-credits previously provided to beneficiaries for investment assets and current assets and/or Lease Financing in separate Revolver Accounts (a separate account for each currency). Revolver Account funds can be repeatedly used for provision of new Sub-credits for investment assets and current assets and/or Lease Financing for purchase of goods, services and works in accordance with the terms of this Agreement and the Statement.

#### **Section 4.09**

If the funds received to the Revolver Account remain unused for 90 days for provision of target-specific Sub-credits for investment assets and current assets and/or Lease Financing to beneficiaries that comply with the Subproject eligibility criteria specified in the Statement, the Republic of Uzbekistan is entitled to terminate provision of the funds of the Subsidiary Credit to the PFI and request repayment of the funds in US dollars subject to approval by the Association and the RRA.

The status of use of the Revolver Accounts will be controlled by the RRA at the end of each calendar year quarter based on the information provided by the PFI. Information on the balance of the Revolver Account at the end of each quarter and information (in the format specified in the Statement) on Sub-credits provided from these funds constitute a part of quarterly reports on the works performed.

#### **Section 4.10**

Upon invoicing by the Association, the Republic of Uzbekistan shall send to the PFI a written notification containing a calculation of the amount to be paid. Should the PFI not receive such notification for any reason, this shall not excuse the PFI of its payment obligations under this

Agreement.

#### **Section 4.11**

All expenses in relation to the repayment of the Subsidiary Credit, such as repayment of the credit principal, interest and fees, as well as payment of fines and penalties shall be covered by the PFI.

#### **Section 4.12**

The PFI shall make the required payments in a timely manner to the current account of the Ministry of Finance of the Republic of Uzbekistan [REDACTED] if paid in Uzbek soms, or to the current account of the Ministry of Finance of the Republic of Uzbekistan No. [REDACTED] if paid in US dollars.

#### **Section 4.13**

The funds remaining after current external payments on the Credit by the Republic of Uzbekistan that constitute the difference between the amount of external payments of the credit principal, interest and fees on the Credit and the amount of internal payments of the credit principal, interest and fees on the Subsidiary Credit shall be deposited by the Ministry of Finance of the Republic of Uzbekistan for subsequent use for external payments of the Credit after full repayment of the Subsidiary Credit by the PFI, as well as to prevent insufficiency of funds for external payments.

#### **Section 4.14**

Any payments by the PFI under this Agreement shall be used for fulfillment of payment obligations in the following order:

- (a) the charged penalties and fines;
- (b) overdue interest and fees;
- (c) overdue payments on the credit principal;
- (d) current interest and fees;
- (f) the credit principal.

#### **Section 4.15**

Early settlement of the Subsidiary Credit shall be made only in the case of absence of debts on any payments in accordance with the Financing Agreement and subject to written approval by the Republic of Uzbekistan. In the case of early settlement, the following order of priority shall be observed:

- (a) interest and fees;
- (b) early settlement fee;
- (c) credit principal.

### **ARTICLE V OBLIGATIONS AND RIGHTS OF THE REPUBLIC OF UZBEKISTAN**

#### **Section 5.01**

Obligations of the Republic of Uzbekistan:

- (a) The Republic of Uzbekistan shall keep accounting of incoming payments and debts on the Subsidiary Credit in the established procedure, including: repayment of the credit principal, interest and fees on the Subsidiary Credit;

- (b) The Republic of Uzbekistan shall provide upon request by the PFI information on calculation and accounting of the debt on the Subsidiary Credit;
- (c) The Republic of Uzbekistan, as part of its obligations, shall do all that is required and necessary in accordance with the legislation of the Republic of Uzbekistan to ensure fulfillment by the PFI of its obligations under this Agreement and the Financing Agreement;
- (d) To carry out a reconciliation of data on debt on the Subsidiary Credit, draw up and sign reconciliation acts with the PFI and the RRA on the yearly basis, before 1 May of the year following the reporting year, and upon written request by the PFI.

## **Section 5.02**

The Republic of Uzbekistan has the right:

- (a) in the case of non-fulfillment or late fulfillment by the PFI of its payment obligations under this Agreement, to issue collection orders in the established time periods and debit any accounts of the PFI that exist or will be opened in the future in any bank for the overdue payment in acceptance-free procedure;
- (b) in the case of violation by the PFI of its obligations specified in Section 6.01 of this Agreement, to suspend drawing and request early repayment of the Subsidiary Credit;
- (c) if the PFI does not use the funds of the Subsidiary Credit and in the case specified in paragraph (b) of Section 5.02 of this Agreement, the Republic of Uzbekistan is entitled to redistribute the funds between all the financial organizations participating in the project, subject to approval by the Association and the RRA;
- (d) to request balance sheets, statements of revenues and expenses, information on the remainder and flow of funds in the on-demand deposit (settlement) account (including secondary on-demand deposit accounts) opened in any bank, as well as other required information related to the PFI's activities;
- (e) to reconcile the data on debt on the Subsidiary Credit, draw up and sign reconciliation acts with the PFI and RRA;
- (f) to define the size of early repayment fee and charge the fee for early repayment of the Subsidiary Credit by the PFI on approval by the Association;
- (g) to reconsider the terms of provision of the Subsidiary Credit in case of change of the market conditions, subject to approval by the Association;
- (h) to inspect the Project objects and the PFI's activities on the Project, including visiting the sites.

## **ARTICLE VI OBLIGATIONS AND RIGHTS OF THE PFI**

### **Section 6.01**

Obligations of the PFI:

- a) the PFI will ensure the appropriate fulfillment of its obligations under this Agreement in accordance with the Financing Agreement and the Provision, including timely and full reimbursement of the principal amount of credit and the payment of accrued interests and commissions, by the stipulated deadline;
- b) the PFI will perform its activity with due diligence and efficiency, and in compliance with administrative, financial, bank requirements, stipulated by the legislation of the Republic of Uzbekistan;
- c) the PFI will ensure the granting of Subsidiary credits on investment and circulate assets and/or Lease financing in accordance with the conditions, acceptability criteria and procedures, set out in the Provision, on the basis of sub-credit agreements, concluded with each beneficiary;

- d) the PFI will ensure the fulfillment of Sub-projects by the beneficiaries: (1) appropriately and efficiently and in accordance with the established technical, economic, administrative, environmental, hygienic and social standards and procedures, acceptable for the Association; (2) compliance with any applicable national and international law on forced and child labor; (3) in accordance with the Anticorruption Guidelines, referred to in the Supplement to the Financing Agreement; (4) in accordance with the Environmental Scheme, referred to in the Supplement to the Financing Agreement;
- e) the PFI will ensure the timely extension to the beneficiaries of the resources, necessary for the implementation of the Sub-project;
- f) the PFI will ensure purchase of the goods, works and services by the beneficiaries financed at the expense of the subsidiary credit in compliance with the Financing Agreement and Provision;
- g) the PFI will ensure (1) beneficiaries' financial management and the preparation of financial accounts in compliance with consistently applied standards of bookkeeping operations, acceptable for the Association and, therefore, adequately reflecting the operations, recourses and expenditures associated with the Sub-project; (2) on the request of the Association or the Republic of Uzbekistan, carrying out by the beneficiaries the revision of their financial accounts with bringing in independent auditors, acceptable for the Association and in compliance with the legislation of the Republic of Uzbekistan, in accordance with the consistently applied audit standards, acceptable for the Association, and immediate submission of the audit reports to the Republic of Uzbekistan and to the Association;
- h) the PFI will provide the Republic of Uzbekistan and the Association with an opportunity to carry out checks of the Sub-project, its activities and all the paperwork and accounts connected with it;
- i) the PFI will provide for the RRA credit coordinator or its other representatives the staff responsible for lending assistance and cooperating in all the aspects regarding the PFI lending activities, including the assessment and the discussion of subsidiary credits on the investment and circulate assets and/or Lease financing in pursuance of this Agreement;
- j) the PFI must submit the following to the RRA and to the Republic of Uzbekistan:
  - quarterly, not later than the 5<sup>th</sup> day of the month following the reported quarter , the information on the drawdown of the subsidiary credit;
  - quarterly, not later than the 10<sup>th</sup> day of the month following the reported quarter, the report on the course of the implementation of this Agreement, specifying the problems and offering suggestions as for the improvement of the Project component entitled “Financing of agricultural enterprises”, the estimates of the drawdown for the upcoming quarter;
  - quarterly, not later than the 2<sup>nd</sup> day of the month following the reported quarter, submit the information on the flow of funds on the Revolving account, the schedule of drawdown and credit settlement in the currency of the credit (USD or Uzbek soms);
  - annually, not later than July 1 of the year following the reported year, a comprehensive audit report, which must include a separate PFI on the review of the PFI activity within the framework of the “Financing of agricultural enterprises” component of the Project in compliance with the Provision, as well as the letter to the Management.

On failure to submit the regular reports, the Republic of Uzbekistan or the RRA on agreement with the Republic of Uzbekistan, giving the PFI a month's notice, may terminate this Agreement and accelerate the subsidiary credit.

- k) within 5 (five) working days from the date of receipt of the request from the Republic of Uzbekistan, the PFI will submit the bookkeeping balance sheets, income and expenditure accounts, information about balance and flow of funds on the on-demand deposit account (current account), including secondary on-demand deposit accounts, opened in any bank, as well as other necessary information, connected with their activity;
- l) the PFI will assume full credit risk on the whole amount of the funds specified in this Agreement. The PFI will also assume the exchange rate currency conversion difference as for the principal amount of debt and the subsidiary credit interests, charged on the

investment and circulate assets and /or Lease financing, and Sub-projects financed with the USD.

- m) the PFI must receive the preliminary written approval from the Republic of Uzbekistan for:
  - merging or amalgamation or acquisition of the major part of the property of another company or selling, renting out etc of all or major part of its property;
  - introducing considerable material changes to its collateral security;
  - mortgaging any property, if this does not equally guarantee the subsidiary credit principal amount, interests and commissions within the frameworks of this Agreement.
- n) by July 31 of each year, the PFI must submit to the Republic of Uzbekistan the confirmation documents with the information valid up to June 30 of the reported year, containing the proof or demonstrating that PFI complies with the Acceptability Criteria stipulated in the Provision.

## **Section 6.02**

The PFI has the right to:

- a) request from the Republic of Uzbekistan the information concerning the accrual and netting of the debt on the subsidiary credit;
- b) lay claims to the Republic of Uzbekistan in the case of non-conformity of the accrual and netting methods with the terms and conditions established in this Agreement;
- c) submit to the RRA, not later than on December 31, 2016, requests claiming reimbursement of funds at the expense of the subsidiary credit. The amount of the subsidiary credit, for which the funds reimbursement requests have not been submitted up to this date, or if the reimbursement has been declined, will be canceled in compliance with the terms and conditions of the Financing Agreement, the Provision and this Agreement. The cancellation date may be changed in compliance with the written consensus of the Parties.

## **ARTICLE VII OBLIGATIONS AND RIGHTS OF THE RRA**

### **Section 7.01**

Obligations of the RRA:

- a) the RRA will ensure timely and efficient implementation of the “Financing of Agricultural Enterprises” component of the Project, availability of staff, resources and terms of reference, acceptable for the Association, and will provide the general management and coordination of the “Financing of Agricultural Enterprises” component of the Project, including:
  - keeping financial and accounting records on the “Financing of Agricultural Enterprises” component of the Project;
  - preparation of the requests on withdrawal of the credit funds;
  - supervision over the implementation of the working plans within the framework of the “Financing of Agricultural Enterprises” component of the Project;
  - preparation and submission to the Republic of Uzbekistan and to the Association of half-yearly reports on the course of the implementation of the “Financing of Agricultural Enterprises” component of the Project.
- b) the RRA will ensure the implementation of the “Financing of Agricultural Enterprises” component of the Project in accordance with the Anticorruption Guidelines, referred to in the Supplement to the Financing Agreement;
- c) the RRA will ensure the implementation of the “Financing of Agricultural Enterprises” component of the Project in accordance with the Environmental Scheme, in a way acceptable for the Association, and must submit to the Association the information about the state of things during the implementation, including the information on the environmental monitoring, as an integral part of their regular reports on the “Financing of Agricultural Enterprises” component of the Project, or on a special request from the Association;

- d) the RRA will ensure that the activities of the “Financing of Agricultural Enterprises” component of the Project do not involve the alienation of lands or migration of the population, as well as the construction of new or the restoration of already existing dams;
- e) the RRA will ensure the compliance of the Beneficiaries’ activity within the framework of the subsidiary credits on the investment or circulate capital and/or Lease financing with any applicable national or international law on forced and child labor;
- f) the RRA will ensure that the financial management and financial accounts are in compliance with consistently applied standards of bookkeeping operations, acceptable for the Association and, therefore, adequately reflecting the operations, recourses and expenditures associated with the “Financing of Agricultural Enterprises” component of the Project;
- g) the RRA must:
  - every financial year (or any other period agreed upon with the Association), in accordance with the terms of reference and bringing in independent auditors, perform the audit of the internal control system, operational rules and procedures, established for the realization of the “Financing of Agricultural Enterprises” component of the Project;
  - in a timely manner, as it becomes possible, but in any case not later than in 6 (six) months after the completion of every such year (or any other such period, agreed upon with the Association) submit the following documents to the Association: (i) certified copies of the report on the assessment of the internal control systems, operational mechanisms and procedures, referred to in item (e) of this Section, for this year (or any other period agreed upon with the Association) when the audit was carried out; and (ii) the conclusion of the above mentioned auditors as for such processes and procedures, in the volume sufficient for the Association, where it is stated whether the Republic of Uzbekistan ensures accurate reporting in the spheres of accounting, internal control and finances, in accordance with the aims of the “Financing of Agricultural Enterprises” component of the Project;
  - submit to the Association any other information, associated with the internal control systems, operational processes and procedures, audit of such internal control systems, operational processes and procedures, as well as on the actual auditors, which the Association may occasionally and reasonably request.
- h) the RRA will quarterly, not later than the 15<sup>th</sup> day of the month following the reported quarter, submit to the Ministry of Finance the report containing the breakdown of the use of the funds within the framework of the “Financing of Agricultural Enterprises” component of the Project in USD or Uzbek soms;
- i) the RRA must quarterly monitor the state of the PFI, as well as observing by the PFI of item (l) of Section 6.01 of this Agreement. In the case of disclosing any violations or inconsistencies, the RRA must report them to the Republic of Uzbekistan within 1 working day.

## **Section 7.02**

On agreement with the Republic of Uzbekistan, on written notice of not less than 30 (thirty) working days till the expiry or cancelation (termination) of this Agreement, the RRA may send the PFI such notice on termination or depriving the PFI of the right to receive funds from the subsidiary credit or prepare the granting of the subsidiary credit on the investment and circulate assets and/or Lease financing in the following cases:

- (a) non-compliance with the acceptability criteria and the terms and conditions of the Provision;
- (b) if he PFI has become insolvent or unable to pay its debts on the payment date or the insolvency process is to begin on the basis of the creditor’s solicitation, liquidation or reorganization;
- (c) payment of a different debt was not made;
- (d) when the Association suspends payments to the Republic of Uzbekistan in compliance with the Financing Agreement.
- (e) if at any moment in time, the Association, the Republic of Uzbekistan or the RRA decide, concerning any Sub-credit Agreement, that the financing is not carried out within the

framework of the Project, or that there is a distortion of the information on the part of the PFI, the Republic of Uzbekistan may terminate this Agreement and accelerate the Subsidiary credit.

## **ARTICLE VIII LIABILITIES OF THE PARTIES**

### **Section 8.01**

In case of delay in payments of principal debt, interest and commissions, in addition to the sum of arrears PFI must pay to the Republic of Uzbekistan a late payment penalty in the amount of 0.05% of the sum in arrears for each day of delay

PFI shall also pay to the Republic of Uzbekistan a fine in the amount of one minimum wage for each case of failure to observe PFIs “c”, “d”, “g”, “j”, “k”, “m” and “n” of Section 6.01. of this Agreement. The sums received from the PFI payments of the penalty and the fine shall be assigned to the revenues of the Republican Budget.

### **Section 8.02**

If PFI was inactive for six (6) months in application of the funds allocated from the Credit Line, the Republic of Uzbekistan, represented by the Ministry of Finance of the Republic of Uzbekistan, jointly with RRA, shall make a decision on eliminating the shortcomings upon analyzing the situation. The Republic of Uzbekistan, represented by the Ministry of Finance of the Republic of Uzbekistan, may, after notifying the PFI, terminate the PFI company participation in the Credit Line.

## **ARTICLE IX OTHER TERMS AND CONDITIONS**

### **Section 9.01**

Upon cessation of the PFI rights to draw down on the Subsidiary Credit in accordance with PFIs “a”, “b” and “c” of Section 5.02 and Section 7.02 of this Agreement, the Republic of Uzbekistan may grant the right to draw down on the remaining sum to another participating financial organization.

### **Section 9.02**

Subcredits for investments and working capital and/or Leasing financing, issued by PFI to project beneficiaries in the period of not more than 90 working days prior to the date of signing of this Agreement and meeting the criteria of the “Financing of Agricultural Enterprises” component of the Project may be submitted to RRA for compensation in accordance with the established form after signing of this Agreement by the parties.

### **Section 9.03**

This Agreement, its meanings and interpretation, as well as relations between the Parties must be guided by the Financing Agreement, Regulations and legislation of the Republic of Uzbekistan.

### **Section 9.04**

This Agreement is made and executed in Three (3) copies in the Russian language, each of them having equal legal force.

### **Section 9.05**

This Agreement shall come into force from the day of its signing by the Parties. All obligations under this Agreement shall cease after PFI pays to the Republic of Uzbekistan the whole sum of the principal debt of the Subsidiary Credit, all accrued interest, commissions and penalties.

**Section 9.06**

No rights or obligations under this Agreement shall be assigned, amended, canceled or declined without preliminary consent of the Association.

**Section 9.07**

In case of any incompatibility between this Agreement and the Financing Agreement, provisions of the Financing Agreement shall prevail.

**Section 9.08**

The Parties shall use their rights in the framework of this Agreement in such a way as to protect the interests of both the Republic of Uzbekistan and the Association, and to accomplish and achieve the goals of the Subsidiary Credit and the whole “Financing of Agricultural Enterprises” component of the Project.

**Section 9.09**

The Parties are not entitled to disclose any commercial and/or banking secret which becomes known to them in relation to this Agreement without a prior written consent of the other parties.

**Section 9.10**

The Association is entitled to demand provision of any information related to the Component and the Subsidiary Credit for monitoring the “Financing of Agricultural Enterprises” component of the Project.

**ARTICLE X  
RESOLUTION OF DISPUTES AND AMENDMENTS**

**Section 10.01**

All contradictions and disagreements, which may arise in relation to fulfillment of this Agreement, shall be settled through negotiations between the Parties. The results must be satisfactory to the Association.

**Section 10.02**

The contradictions and disagreements unresolved by negotiations must be resolved in accordance with the legislation of the Republic of Uzbekistan in the Business Court of the city of Tashkent.

**Section 10.03**

Any amendments to this Agreement and/or any supplements thereto must be properly executed with consent of the parties by a separate written agreement between the Parties.

**Section 10.04**

Any supplement and amendment to this Agreement must be agreed with the Parties and with the Association.

**In witness of the above,**

the Parties, through their authorized representatives, are signing this Subsidiary Credit Agreement on the day and year first indicated in the beginning of this Agreement.

**Republic of Uzbekistan**  
**For and on behalf of the Republic of**  
**Uzbekistan**  
**/signed/**

**Ministry of Finance of the**  
**Republic of Uzbekistan**

**PFI**  
**For and on behalf of PFI**  
**/signed/**

**AKIB Ipoteka Bank**

**RRA**  
**/signed/**

*SAMPLE*

**Annex 2c: Agreement between the PFI and Beneficiary**

**AGREEMENT No**  
**On Granting InzimTex JV LLC a Long-Term Loan Line ‘Support to Agricultural Organisations. Phase II’ by the International Association for Reconstruction**  
The city of Tashkent  
19 August 2014

██████████ Joint-Stock Commercial Mortgage Bank, hereinafter referred to as the ‘Bank’, represented by the Chief of the Operations Department of the Tashkent city branch of ██████████ ██████████, acting on the basis of the Articles of Association and General Power of Attorney, for one part, and ██████████ Limited Liability Company in the form of a joint venture, hereinafter referred to as the ‘Borrower’, represented by the Director ██████████, acting on the basis of the Articles of Association of the Company, for the other part, have signed the Agreement as follows:

**1. Subject of Agreement**

**1.1.** The Bank undertakes to provide the Borrower with funds (loan) in the amount and on the terms specified in the Agreement, and the Borrower undertakes to promptly repay the funds received and pay interest for the use of the funds.

**2. Amount of the loan, the lending terms, term and purpose**

**2.1.** Loan value: ██████████

**2.2.** Loan disbursement period: *from 19 August, 2014 to 18 August, 2019.*

**2.3.** The schedule for repayment of the loan principal will be in accordance with Annex 1 to the Agreement. The schedule for repayment of the loan is approved on the date of granting the loan.

**2.4.** Interest rate: 5.5 (five and a half) percent per annum.

**2.5.** The grace period for the loan is 12 months.

**2.6.** Interest is calculated daily and charged up to the last date of the reporting month based on the state of the debtor’s account.

**2.7.** The purpose and item of the loan: Purchase of fixed assets (cooling media for a refrigeration store).

**3. Confirmation by the borrower**

**3.1.** The Borrower represents and warrants as follows:

- Is a legal entity established and duly registered under the laws of the Republic of Uzbekistan;

- Entering into the Agreement and its execution, and all the terms of the Agreement are not contrary to the incorporating documents of the Company;

The accuracy of financial statements submitted to the bank and how they reflect the financial condition of the Borrower. The debtor has no other valid contingent liabilities other than those reflected in the financial statements and other documents submitted to the bank, and has no guarantee provided in favour of other persons;

No cases were opened against the Borrower in any administrative, economic or general courts, and that the Borrower has no unfulfilled obligations to third parties, which can significantly affect the performance of its obligations hereunder.

- The Borrower itself consents to the submission of information about the loan provided by the Bank to the Borrower to the National Institute of Credit Information (NICI) and Interbank Credit Bureau;

Upon receipt of the loan the Borrower is not aimed at legalising any proceeds from its criminal activities or criminal activities of others;

The Borrower is aware of the fact that any information about the Company and its founders may be disclosed to the relevant authorities in the manner prescribed in accordance with the law 'On Banking Secrecy' and 'On Combating Legalisation of Proceeds from Crime and the Financing of Terrorism';

That the assets of the Borrower on its part are not pledged in favour of any third parties, that there is no right to foreclose against the property of the Creditor.

#### **4. Settlement procedure and liability terms**

**4.1.** On the terms specified in the Agreement, the Bank provides funds by transferring them from the loan account of the Borrower for the purposes specified in paragraph 2.6.

The loan funds are allocated after issuing a permit by the Agency for Development of Agricultural Enterprises in the prescribed manner.

**4.2.** The Borrower pays the bank interest on the loan granted by on the dates and in the amounts specified in the Agreement on the basis of calculations made by the Bank.

**4.3.** Loan interest is calculated daily by the Bank (in the cases of lending with the borrowed funds interest on loan is calculated from the date of receipt of funds on the Bank's correspondent accounts).

**4.4.** In case of delay in the period of repayment of the loan principal (if overdue loan), the Borrower pays the Bank an additional interest at a 1.5-time rate of interest established by the Agreement for the entire period of delay on the part of the outstanding principal.

For non-payment of interest by the specified time and the emergence of outstanding interest amounts, the Borrower pays the Bank a penalty of 0.1% of the overdue amount for each day of delay but not more than 50% of the overdue amount.

**4.5.** Repayment of the provided loan and interest thereon shall be effected by transfer of money through a payment order on the basis of urgent liabilities and conditions of the Agreement. At first the calculated interest debt and then the loan principal shall be repaid.

Payments are made on the basis of the schedule in the form of sums at the rate of the dollar to sum established by the Central Bank of the Republic of Uzbekistan.

**4.6.** In case of delay beyond a time limit for the payment of the loan principal and interest by the Borrower, the Bank is entitled to collect the necessary amount without acceptance order from the Borrower's foreign currency account or sum account.

**4.7.** In the case of untimely allocation by the Bank of a loan to the Borrower, the Bank pays the Borrower a penalty of 0.1 percent of the outstanding amount for each day of delay but not more than 50% of the overdue payment.

#### **5. Obligations of the Parties**

##### **5.1. Obligations of the Bank:**

**5.1.1.** Provide the Borrower with a long-term loan referred to in paragraph 2.1. of the Agreement for use from 19 August, 2014 to 16 August, 2019 subject to repayment in due time.

**5.1.2.** Provide a loan after providing additional security and registration of instruments of pledge under the Agreement on providing the security and additional security in accordance with paragraph 7.1. of the Agreement in the manner prescribed by the laws of the Republic of Uzbekistan.

**5.1.3.** Keep a record of the loan use, open a loan account for loan repayment and the calculation of interest.

**5.1.4.** Lend long on the basis of receipt of the borrowed funds to the correspondent account (in the cases of lending with borrowed funds).

**5.1.5.** The Bank may be assigned other obligations in accordance with the legislative acts.

##### **5.2. Obligations of the Borrower:**

**5.2.1.** Ensure the timely and full repayment of the loan and interest calculated thereupon by the last date of each month.

**5.2.2.** Provide additional security to ensure repayment of the loan.

**5.2.3.** During the loan disbursement period observe the basic principles of lending such as maturity, repayment, purposeful nature, fitness for use, reliability and availability of loan repayment.

**5.2.4.** Submit to the Bank balance sheets certified by the tax authorities, financial statements for the gains and losses and other documents and information in order to examine and review the financial condition of the Borrower, its financial capacity to repay the loan and the designated use of the loan.

Such statements should be presented to the Bank not more than one (1) month after the end of a quarter.

Within 90 days after the end of each fiscal year, submit to the Bank the Borrower's full financial statements prepared for the financial year on the basis of established accounting standards confirmed by the corresponding tax authorities.

Such statements should be presented with a full audit report along with a letter of the auditors to the Borrower's leadership with the notes on the adequacy of the Borrower's accounting and financial control procedures and systems (except for entities exempt from audit).

Promptly notify the Bank of any significant changes and other conditions that may adversely affect the financial condition of the Borrower on the repayment of the loan and payment of interest, and for the implementation of the financed project.

**5.2.5.** The bank employees shall be given access to the industrial buildings, warehouses, offices and other buildings/areas to check the designated use of the loan, for the ongoing monitoring and control measurements on the financial condition of the Borrower, the storage and integrity of the financed assets and the pledged property, and allow them to study the primary reports and accounting documents.

The term of the designated audits is established by the Bank without the Borrower's consent.

**5.2.6.** Timely obtain all permits and licences and renew their terms required for the implementation of its activities and performance of the terms of the Agreement.

**5.2.7.** Notify the Bank about changing its form of legal incorporation or any other reorganisation affecting the financial condition of the Borrower in advance (30 days earlier).

**5.2.8.** In case of reorganisation or liquidation immediately repay the loan, and irrespective of the end date for the Agreement pay all the interest on the loan.

**5.2.9.** The Borrower undertakes to pay a commission fee of 0.75% of the loan amount for the recovery of loan allocation (of which 0.5% to the operational management of the branch in the city of Tashkent, and 0.25% to the International Development Association).

**5.2.10.** The Borrower shall ensure that the following during the term of the Agreement is fulfilled:

- carry out its activities efficiently and at an adequate level under the supervision of a qualified leader in accordance with the law, on the basis of generally accepted principles and sound practices;

- maintain its properties, equipment and other assets (operate fixed assets);

Conduct in accordance with the existing accounting and reporting rules, the accounting records, internal control systems and other financial records that accurately and fairly present the financial condition of the Borrower and the operation results;

- If the Bank does not agree to other terms and conditions, then ensure that at the time of loan granting the Borrower has current assets not below the established standards and other factors (repayment, liquidity, autonomy etc.);

- carry out efficiently and at an adequate level the financed project on the basis of compliance and safety practices and environmental protection standards;

- ensure that its financial statements for each financial year are audited on the basis of auditing standards and principles by independent auditors acceptable to the Bank (except legal entities exempt from audit);

- notify the Bank of any litigation, changes in contractual obligations and financial condition adversely affecting the loan repayment.

**5.2.11.** If during the term of the Agreement the said has a negative impact on the financed project or the Borrower's ability to perform its obligations hereunder, then without the Bank's prior consent, the Borrower **may not perform** any of the actions mentioned below:

- obtain credits and loans from other lenders, provide a credit or a loan to others, act as a guarantor (or surety) to the creditors of third parties and open accounts with other banks;
- open subsidiaries, make changes in their incorporation documents, which are of great importance;
- undertake any reorganisation and liquidation;
- sell or dispose of in other ways, transfer, lease out to others, pledge all or part of its assets, create conditions for the emergence of the right to recover property and other pre-emptive rights in respect of its properties in favour of third parties;
- pay dividends and share profits in other ways (except for the payment of dividends on profits obtained before the entry into force of the Agreement), purchase any investment securities of other legal entities;
- acquire a significant portion of the assets of other companies or third parties, companies or enterprises; reduce its capital.

**5.2.12.** Use the loan only for the purposes specified in the Agreement.

**5.2.13.** Other obligations may be imposed on the Borrower in accordance with the existing legislative acts.

**5.2.14.** Not exclude its shareholders (the owners of private housing) from the partnership until full repayment of the loan obtained under the loan agreement.

## **6. Rights of the Parties**

### **6.1. Rights of the bank:**

**6.1.1.** Let the project feasibility study undergo an examination and review the loan package before signing the loan agreement.

**6.1.2.** Fully or partly avoid issuing the loan as provided in the Agreement in recognising the Borrower insolvent (bankrupt) in the case of not fulfilling its responsibilities to provide the loan, win the case of misuse of the loan, in revealing unreliable data and reports affecting the repayment of the allocated loan after signing the Agreement and in the case of not using the loan by the Borrower for not more than one (1) month from the date of entry into force of the Bank's liabilities hereunder (if payment documents are not presented).

**6.1.3.** Receive the accounting and statistical reports relating to the loan (concerning the financial and economic condition of the company, the proper use of loan, security of the loan, creditworthiness etc.) and examine those during the lending process.

**6.1.4.** In the following cases, the Bank may suspend further lending to the Borrower and early collect interest and the loan principal through enforcement of a security interest in the loan:

- In the case of non-purpose use of the loan;
- In the case of late payment of the principal and interest;
- In the case of a deterioration in the Borrower's financial condition (losses, illiquid balance, bankruptcy etc.), not keeping any accounting records at the appropriate level or establishment of irregularities (unreliability) in the submitted statements;
- In the case of not providing any reporting data by the Borrower in accordance with the Agreement, with evasion of bank control;
- In the case of establishing the unreliability of the information and documents submitted by the Borrower to the Bank in the execution of the loan documents;
- In the cases of not ensuring repayment of the loan allocated for various reasons, and not performing other obligations stipulated in the Agreement thus adversely affecting the loan repayment;
- In the case of the Borrower's company's merging with another company operating at a loss and if the Bank is notified that the founders of the Borrower require it to enter into transactions/agreements that are contrary to applicable laws or the implementation of other similar negative acts.

In such cases, the Bank shall notify the Borrower not more than 15 days in advance but notifying the Borrower by the Bank does not affect the right of the Bank to suspend further lending and early foreclose interest and the loan principal.

**6.1.5.** Carry out dedicated audits (monitoring) with the direct involvement of the Borrower.

**6.1.6.** Provide information necessary for the creation of the Borrower's credit history to the National Institute of Credit Information (NICI) and Interbank Credit Bureau.

**6.1.7.** In case of necessity, submit to the corresponding authorities the information about the Borrower's company and its directors/founders in the manner prescribed in accordance with the laws 'On Banking Secrecy' and 'On Combating Legalisation of Proceeds from Crime and the Financing of Terrorism'.

**6.1.8.** The Bank may also have other rights in accordance with regulatory documents.

## **6.2. Rights of the Borrower:**

**6.2.1.** Fully or partially opt out of receiving the loan notifying the bank about it (10 days) in advance;

**6.2.2.** Early repay the loan debt;

**6.2.3.** Receive information from the Bank about changes in the legal documents of the Republic of Uzbekistan and the Bank's internal regulations concerning lending and payments.

**6.2.4.** The Borrower may also have other rights in accordance with the legislative acts.

## **7. Loan repayment guarantees**

**7.1.** A loan allocated on the basis of the Agreement is secured through real estate located in [REDACTED] Tashkent city, Tashkent region with the value of [REDACTED] sums, and as additional security, the loan is secured with the refrigeration equipment purchased with the loan to the value of [REDACTED] sums.

**7.2.** Issues related to the decrease, increase, change, cancellation of the loan security are resolved in accordance with applicable laws and the Bank's internal credit policies.

## **8. Force Majeure**

**8.1.** The Parties are not liable for partial or complete non-performance of their obligations under the Agreement after signing the Agreement, if it occurs as a result of force majeure not related to the will or desire of the Parties and what was impossible to foresee or prevent.

In this case, none of the Parties shall have the right to cover losses that may be incurred except for the obligation to repay the allocated loan.

**8.2.** By the emergency (force majeure) circumstances the following are meant: flood, fire, earthquake, explosion, storm, earth shift, epidemic or other natural disasters, war or hostilities, civil unrest, acts of terrorism.

**8.3.** In the event of force majeure the term of obligations shall be extended proportional to the period of such circumstances and their consequences.

**8.4.** The Parties shall promptly notify each other in writing of the occurrence and cessation of force majeure.

**8.5.** The Party justifying force majeure shall present corresponding documents of the authorised state authority confirming the occurrence of such circumstances.

**8.6.** If the source of lending is represented by the centralised funds of the Central Bank, and given the delayed allocation of loan for any reason, or in the case of early return of funds by the Central Bank, the Bank shall not be liable for the unallocated portion of the loan.

## **9. Procedure for dispute settlement**

**9.1.** The Parties shall endeavour to resolve by negotiation and mutual consultations differences and disputes that may arise and have arisen under the Agreement.

**9.2.** If such differences and disputes cannot be resolved by negotiation, they are settled in the Commercial Court in accordance with the current legislation of the Republic of Uzbekistan.

**9.3.** Disputes related to the decrease, increase, change, cancellation of the loan security are resolved in accordance with applicable law.

**10. Miscellaneous**

**10.1.** Changing the terms of the Agreement or its cancellation shall be effected by a supplementary agreement. Any changes or additions made to this Agreement shall be in writing and shall come into force after the actual signing by the Parties and attaching seal. All changes, additions and annexes are considered an integral part of the Agreement.

**10.2.** In case of cancellation of the Agreement, the Borrower shall repay the loan principal and to pay accrued interest.

**10.3.** All relationships not provided for in the Agreement and not related thereto shall be governed by the laws of the Republic of Uzbekistan.

**10.4.** In the case of change the bank details of the Parties, addresses and places of residence they are required to notify in writing each other about it.

This Agreement is made in two *original counterparts*, which *have equal legal force, one for each Party*.

**10.5.** The Agreement shall come into force from the date of its signing.

**10.6.** In the case of coincidence of the term of payment of the loan principal with holidays or days of the Bank's closed balance sheet, the debt is repaid on a business day after the such days in a general manner (without transferring to an overdue account).

**10.7.** It is prohibited to use the labour of minors or any forced labour. It is prohibited for the Borrower to use the labour of minors or any forced labour. If during the inspection it is established that the Borrower has violated this condition, then the loan shall be recovered ahead of schedule.

**10.8.** In signing the Agreement, the Parties shall comply fully with the rules against corruption, that is:

- in establishing any fraud or corruption in the process of using the borrowed funds;
- in establishing the above cases or the reporting of such cases inspect such cases on the use of loan funds in full cooperation with the Bank;
- take measures against corruption, fraud and conspiring.

The Bank's obligations under this Agreement (concerning the allocation of loan) shall enter into force upon registration in the prescribed manner of documents establishing the security for loan reimbursement and the loan's acceptance by the Bank.

This Agreement is valid until the Parties fully discharge the obligations hereunder.

**11. Legal addresses and payment details, signatures of the parties**

<b>The Bank</b> Operations Department  /signed/  <b>Seal</b>	<b>The Borrower</b>   /signed/  <b>Seal</b>
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*SAMPLE*

**Annex 2d: Sample Contract between WCA and a farmer (excerpt)**

Contract

on water supply to in-farm facilities and water use

between Water Consumers Association and water consumers, located within its territory

#87

24.01.2014

Buka (place)

This Contract was signed between WCA “Gijgen-Hojimetov suvchi” in Buka district (hereinafter referred to as “Supplier”) in the person of [REDACTED] (Chairman of WCA), acting on the basis of Charter and the “Hujam Ota” farmer (hereinafter referred to as “Consumer”) in person of [REDACTED]

[The Contract has 9 closes, and particularly under “close 6 – Other terms” is given prohibition of child and forced labour and penalty for violation of it]

6. Other terms

6.2. Water consumer cannot use child and forced labor in the frame of his/her activities. If such case found, the WCA will stop water supply to the farmer based on the Law of the Republic of Uzbekistan on water allocation.

**Annex 3: Training material on child and forced labor issues**



Rural Enterprise Support Project Phase II with  
participation of the International Development  
Association (IDA)



**The Republic of Uzbekistan**  
**Ministry of Agriculture and Water Resources**  
**Rural Restructuring Agency**

**Child and Forced Labor and Gender Issues**

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*Presentation contents*

- 1. Concept of child labour in the Republic of Uzbekistan;*
- 2. Child labour legal norms;*
- 3. Theoretical fundamentals of the gender theory;*
- 4. Regulatory documents related to the gender theory in Uzbekistan.*

### ***Concept of child labour in the Republic of Uzbekistan***

About 60 conventions, covenants and notes adopted by the United Nations have been ratified in the Republic of Uzbekistan at the initiative of our State leader I.A. Karimov.

**On November 20, 1989**, The Child Rights Convention was adopted.

**On April 26, 2012** a Resolution No.82 of the Cabinet of Ministers of the Republic of Uzbekistan "On the additional steps to implement in 2012-2013 of Convention Concerning Forced or Compulsory Labour and Worst Forms of Child Labour Convention ratified by the Republic of Uzbekistan" was passed.

### ***Concept of child labour in the Republic of Uzbekistan***

#### **ON THE ADDITIONAL STEPS TO IMPLEMENT IN 2012-2013 THE FORCED LABOUR CONVENTION AND WORST FORMS OF CHILD LABOUR CONVENTION**

*(Collection of the legislative documents of the Republic of Uzbekistan, 2012., No. 13, Article 141, No. 22, Article 254; 2013, No. 1, Article 8)*

With a view to continue implementing the ratified conventions of the International Labour Organization, to improve the legislative documents of elimination of forced or compulsory labour and worst forms of child labour, the Cabinet of Ministers has resolved:



1. To approve the plan of additional actions (hereinafter referred to as the Action Plan) on implementation in 2012-2013 of Forced or Compulsory Labour Convention and Worst Forms of Child Labour Convention ratified by the Republic of Uzbekistan as per Annex.

2. To impose on the Ministry of Labour and Social Security of the Republic of Uzbekistan a coordination of activities of government and administration bodies, local government bodies as well as other organizations related to ensuring implementation of the tasks arising out of the said conventions and Action Plan.



3. The Ministry of Labour and Social Protection of Population of the Republic of Uzbekistan, jointly with the Ministry of Internal Affairs, The Council of Ministers of the Republic of Karakalpakstan, regional khokimiyats and Khokimiyat of Tashkent city are to set up and ensure systematic monitoring and practical supervision of prevention of use of forced child labour by enterprises, institutions and organizations as well as by individuals and their compliance with the norms and conditions of underage child labour.

4. The Underage Child Issues Committee under the Cabinet of Ministers of the Republic of Uzbekistan is to ensure that the effectiveness of the actions taken to secure implementation of the



tasks by the executives of the state and administration bodies, local government khokimiyat bodies as well as other organizations arising out of the said conventions and Action Plan are regularly reviewed.

5. The Ministry of Foreign Affairs of the Republic of Uzbekistan is to communicate the information about the actions taken in the Republic of Uzbekistan in order to implement the conventions of the International Labour Organization and to eliminate forced or compulsory child labour and the worst forms of child labour to concerned international organizations.

### **Forced labour**

Forced labour shall mean any work or service required from any person under the pain of any penalty, and for which that person has *not* offered its services voluntarily.

Under international law, forced labour shall not include:

- the work execution of which is due to the law on military duty and military service or alternative unarmed service substituting it;
- the work to be performed in conditions of emergency situations;
- the work to be performed due to legally effective court decision.

Prohibition of forced labour was established by:

- ✓ the Universal Declaration of Human Rights, Articles 4, 23 (December 10, 1948)
- ✓ the International Covenant on Civil and Political Rights, Article 8 (December 16, 1966)
- ✓ the European Convention for the Protection of Human Rights and Fundamental Freedoms, Article 4 (November 4, 1950)
- ✓ the Slavery Convention (September 25, 1926)
- ✓ Supplementary Convention on the Abolition of Slavery, the Slave Trade, and Institutions and Practices Similar to Slavery (September 7, 1956)
- ✓ the Convention No.29 of the International Labour Organization Concerning Forced or Compulsory Labour (May 1, 1932)

### **CONVENTION 29**

#### **Convention Concerning Forced or Compulsory Labour**

- Each Member of the International Labour Organisation which ratifies this Convention undertakes to suppress the use of forced or compulsory labour in all its forms within the shortest possible period.
- The competent authorities shall not impose or permit the imposition of forced or compulsory labour for the benefit of private individuals, companies or associations.
- No concession granted to private individuals, companies or associations shall involve any form of forced or compulsory labour for the production or the collection of products which such private individuals, companies or associations utilise or in which they trade.

### **CONVENTION 29**

#### **Convention Concerning Forced or Compulsory Labour**

- The responsibility for every decision to have recourse to forced or compulsory labour shall rest with the highest civil authority in the territory concerned.
- The illegal exaction of forced or compulsory labour shall be punishable as a penal offence, and it shall be an obligation on any Member ratifying this Convention to ensure that the penalties imposed by law are really adequate and are strictly enforced.

### **Abolition of Forced Labour Convention (No. 105)**

Adopted on June 25, 1957 by the General Conference of the International Labour Organisation at its fortieth session;

#### **Article 1**

Each Member of the International Labour Organisation which ratifies this Convention undertakes to suppress and not to make use of any form of forced or compulsory labour:

- a) as a means of political coercion or education or as a punishment for holding or expressing political views or views ideologically opposed to the established political, social or economic system;
- b) as a method of mobilizing and using labour for purposes of economic development;
- c) as a means of labour discipline;
- d) as a punishment for having participated in strikes;
- e) as a means of racial, social, national or religious discrimination.

### **Abolition of Forced Labour Convention (No. 105)**

#### **Article 2**

Each Member of the International Labour Organisation which ratifies this Convention undertakes to take effective measures to secure the immediate and complete abolition of forced or compulsory labour as specified in Article 1 of this Convention.



With a view to counteract the untrue insinuations and fabrications regarding the use of child labour, the Ministry of Labour and Social Security of the Republic of Uzbekistan hereby clarifies:

1. Regarding the legal basis of preventing forced child labour in Uzbekistan.

1. The Constitution of the Republic of Uzbekistan prohibits any form of forced labour, which is the legal basis for protection of citizens from exploitation, discrimination and coercion.
2. The Republic of Uzbekistan is one of the few countries in the world which has acceded to almost all international legal acts concerning issues related to preventing forced labour and of child labour, including:  
Convention Concerning Forced or Compulsory Labour No.29 (ratified in August, 1997); Abolition of Forced Labour Convention No.105 (ratified in August, 1997); Discrimination (Employment and Occupation) Convention No.111 (ratified in August, 1997); Minimum Age Convention No.138 (ratified March 2008); Worst Forms of Child Labour Convention No.182 (ratified in March, 2008).



3. In accordance with the Law of the Republic of Uzbekistan “On guarantees of the rights of the child”, adopted in 2007, a child is a person under the age of 18 years. However, the citizens obtain a right to employment at the age of 16 years, and in some cases (with parental consent and during time free from study) - at the age of 14 years. At that the state guarantees the right to labour of persons under the age of 18 years by providing the necessary conditions for combination of work with mandatory training (article 20 of the Law).

These provisions are also reflected in the Labour Code of the Republic of Uzbekistan and they fully comply with the international legal acts in the field of protection of the rights of children, particularly the United Nations Convention On the Rights of the Child (1989).

4. In Uzbekistan the state labour inspection institutions stipulated by the ILO Labour Inspection Convention №81 operate, including State Legal Labour Inspectorate and the State Inspectorate for Labour Protection at the Ministry of Labour and Social Security. The functions and powers of these inspections include a suppression of the facts of illegal use of child labour. Therefore, a reliable legislative framework protecting the rights of child labour has been established in Uzbekistan.



## II. Regarding the use of child labour in agricultural operations, including the cotton-picking.

1. As a result of radical reform of agricultural industry in the country the large agricultural producers abolished by converting them to relatively small, private family farming enterprises (in 2005-2007 almost all cotton crop was produced just by farming enterprises), where labour is based mainly on the participation of the farmer's family members.

2. The participation of children under the age of 18 years in the activities of farming enterprises, which are family-owned businesses, should be considered as a labour in the family enterprise during time free time from study, i.e. as a labour of assisting family members. In particular, that meets ILO Minimum Age (Agriculture) Convention №10, since according to the Minimum Age (Non-Industrial Employment) Convention No.60, the minimum age of employment in non-industrial enterprises (including agricultural ones) of the entrepreneur's family members is not limited by the minimum age limits.

II. Regarding the use of child labour in agricultural operations, including the cotton-picking.

3. Generally recognized family values and traditions of Uzbek society suggest and predetermine the labour participation of older children in creation of the family welfare. The labour education of children is supported and encouraged by the society in every way by engaging them to render within their powers an assistance to the older generation. This feature of the mentality of the Uzbekistan people is an important factor of social and economic development of the country, formation of the civil society.

### **International labour Organization (ILO)**

The Republic of Uzbekistan joined the International labour Organization (ILO) on June 13, 1992. The following conventions related to the topic have been ratified by the Government of Uzbekistan:

- Forced labour Convention, 1930, (No. 29), (adopted by Uzbekistan in 1997);
- Abolition of Forced labour Convention, 1957, (No.105), (adopted by Uzbekistan in 1997);
- Equal Remuneration Convention, 1951, (No.100), (adopted by Uzbekistan in 1997);
- Minimum Age Convention, 1973, (No.138), (adopted by Uzbekistan in 1997);
- Worst Forms of Child labour Convention, 1999, (No.182), (adopted by Uzbekistan in 2008).

**Child labour** is attracting children to work on a regular basis. Currently, in most countries, a child labour is considered as a form of exploitation and found to be illegal. In the past a child labour was widespread, but after the emergence and recognition of the concepts of safety and rights of children, the fields of use of child labour were gradually reduced.

**The UN and ILO** regard a child labour as an exploitation. Article 32 of the Convention on the rights of the child guarantees “to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development”.

#### Criteria regulating child labour

***Official employment age:***

- In Egypt: 12
- In Philippines: 14
- In Hong Kong: 15
- In Peru:
  - for agricultural work: 14;
  - for industry: 15,
  - fishing in open seas: 16,
  - for working in ports and sailing in seas: 18.

***According to UN Convention:***

- Performing light work: 12 – 13
- Heavy labour: 18.
- Compulsory school education: 15

**In Uzbekistan:**

Our country has a specific procedure in place for employment of persons under the age of 18 years.

This process is regulated under the Resolution **“On approval of the List of occupations with unfavorable working conditions in which an employment of persons under the age of 18 years is prohibited”** registered on July 29, 2009 with the Ministry of Justice of the Republic of Uzbekistan under No.1990.

RESOLUTION OF THE MINISTRY OF labour AND SOCIAL SECURITY OF THE REPUBLIC OF UZBEKISTAN AND THE MINISTRY OF PUBLIC HEALTH OF THE REPUBLIC OF UZBEKISTAN

**“ON APPROVAL OF LIST OF OCCUPATIONS WITH UNFAVORABLE WORKING CONDITIONS IN WHICH AN EMPLOYMENT OF PERSONS UNDER THE AGE OF 18 YEARS IS PROHIBITED”**

*(Collection of the legislative documents of the Republic of Uzbekistan, 2009., No.: 30 and No.:31, Article 355)*

**[Registered with the Ministry of Justice of the Republic of Uzbekistan on July 29, 2009 under No.1990]**

In accordance with the labour Code of the Republic of Uzbekistan (Bulletin No. 1, Oliy Majlis of the Republic of Uzbekistan, 1996) and Resolution No.207 of the Cabinet of Ministers of the Republic of Uzbekistan dated September 12, 2008 “On the steps to implement the Minimum Age Convention and Worst Forms of Child labour ratified by the Republic of Uzbekistan (Collection of Legislative Documents of the Republic of Uzbekistan, 2008, No.37, No.38, Article 377), the Ministry of Labour and Social Security and the Ministry of Public Health of the Republic of Uzbekistan have resolved:

1. To approve the "List of occupations with unfavorable working conditions in which an employment of persons under the age of 18 years is prohibited" as per annex as amended.

2. The Resolution of the Ministry of labour and Social Security and Ministry of Public Health of the Republic of Uzbekistan, approved under No. 7-1 on May 30, 2001 "On approval of the List of occupations with unfavorable working conditions in which an employment of persons under the age of 18 years is prohibited" (reg. No. 1040 dated June 9, 2001) shall be null and void.

3. This Resolution shall become effective within 10 days from the date of state registration with the Ministry of Justice of the Republic of Uzbekistan.

**A. KHAITOV, Acting Minister**

Tashkent,  
June 26, 2009,  
No. 33Q/B

**A. IKRAMOV, Minister of Public Health**

Tashkent,  
June 26, 2009,  
No. 13

### *Child labour legal norms*

✓ Under Resolution No.207 of the Cabinet of Ministers of the Republic of Uzbekistan dated September 12, 2008, a National Movement Plan has been approved with a view to follow up the conventions ratified by the Republic of Uzbekistan.

✓ Due to ratification by the Republic of Uzbekistan of the Minimum Age Convention and the Worst Forms of Child labour Convention and with a view to coordinate the activities of the ministries, agencies and local government bodies related to child labour issues and to strengthen their mutual cooperation with international and public organizations, the Cabinet of Ministers has resolved:

✓ Implementation of the Minimum Age Convention and the Worst Forms of Child labour Convention shall be approved as the National Movement Plan.



*Under Article 49-1 of the Administrative Liability Code, persons who breach the requirements of prevention of use of underage persons, who use the labour of underage persons for work that may harm their health, safety or ethics shall **be fined** in the amount of **one to three times** the size of the official minimum salary. In the event that this is committed in combination with the offence of use of compulsory labour, this shall be deemed as aggravating circumstance, the punishment will be accordingly more **severe**.*



**In Uzbekistan, activities for implementation of the ratified ILO conventions were intensified.**

**By the Resolution No.132 of the Cabinet of Ministers dated May 27, 2014 a Package of additional measures to implement in 2014-2016 the conventions of the International Labour Organization (ILO) ratified by the Republic of Uzbekistan has been approved.**

It is planned within the framework of the document, in particular:

- ◆ to develop a draft law "On labour protection" (as amended), corresponding to the modern requirements of market economy and the measures on further deepening and improvement, liberalization of economy, strengthening of the state-private partnership, development of entrepreneurship and labour legislation in the country;
- ◆ to review and make changes in the marginal rates of lifting and handling heavy loads manually for women in accordance with the procedure stipulated by Article 225 of the Labour Code;
- ◆ to unify the List of occupations with unfavorable working conditions in which an employment of persons under the age of 18 years is prohibited, considering a production modernization, technological upgrading and improving the working conditions, introducing modern requirements for occupational safety and labour protection;

• to develop and to approve a procedure of employment of children under the age of 16 years;

• to develop and introduce in schools (for senior school students), lyceums and colleges the specialized educational programs aimed at the study of the rights of minors and provisions of ILO conventions ratified by the Republic of Uzbekistan;

• to go into the issues on implementation of the “Improving working conditions in the small enterprises” project within the framework of ILO’s technical assistance;

• to establish an institutional framework for ensuring the free hiring of cotton-pickers by farming enterprises through labour market institutions.

• Adoption of other measures also is provided. The Package of Measures contains 40 measures in 5 lines.

*It should be recalled that the Republic of Uzbekistan became a full member of the ILO since March 1992. Up to date Uzbekistan ratified 13 ILO Conventions, including 7 of the 8 fundamental ones.*

The establishment of an institutional framework for ensuring the free hiring of cotton-pickers by farming enterprises through labour market institutions.

The decision making - I quarter of 2015

Implementation - 2015-2016

A joint decision of action agencies

The Board of Farmers,

the Ministry of Labour and Social Security, the Chamber of Commerce,

the Council of Federation of Trade Unions, the Council of Ministers of the Republic of Karakalpakstan, regional khokimiyats and Khokimiyat of Tashkent city

1. To approve the Package of additional measures to implement in 2014-2016 the conventions of the International Labour Organization (ILO) ratified by the Republic of Uzbekistan (hereinafter referred to as the Package of additional measures).

To carry out jointly with the ILO, WB and ADB a research regarding working conditions in agricultural industry concerning the influence of mechanization of cotton works on the labour market, development of proposals on improvement of the system of recruitment of workers employed in agriculture, ensuring their social protection and labour protection.

Years 2014 - 2016

The Research Program

The Ministry of Agriculture and Water Resources, the Ministry of Labour and Social Security, Ministry of Economy, the Council of Federation of Trade Unions,

the Board of Farmers, the Council of Ministers of the Republic of Karakalpakstan, regional khokimiyats and Khokimiyat of Tashkent city.

The unification of the List of occupations with unfavorable working conditions in which an employment of persons under the age of 18 years is prohibited, considering a production modernization, technological upgrading and improving the working conditions, introducing modern requirements for occupational safety and labour protection.

The Ministry of Labour and Social Security of the Republic of Uzbekistan shall:

ensure the coordination of activities of bodies of state and economic administration, local bodies of state authorities and other organizations for ensuring the fulfillment of obligations arising from ratified ILO conventions, and an Action Plan;

establish jointly with the Council of Ministers of the Republic of Karakalpakstan, regional khokimiyats and Khokimiyat of Tashkent city a systematic monitoring and effective control over the prevention of use of forced child labour by organizations and individuals and their compliance with the norms and conditions of underage child labour.

## Theoretical fundamentals of gender

### Theory of the United Nations Organization

- Equal opportunities for Society and All human beings
- Continuation of such opportunities through generations
- Fighting for the role, interest in decision-making and development of human beings

## What is gender and its role?

**Gender** is not a synonym of the concept of women and womanhood, this concept applies equally to men as well and constitutes their social/cultural relations.

**Gender** shall be understood as equality of the rights of women and men.

## **Gender leadership**

The **gender leadership** is the assessment process emerging in all fields and phases for women and men. Women and men should use their efforts effectively and to the highest extent and leave no chance for inequality.

## **Introduction of gender leadership**

It is not only a matter of social justice, but also creation of conditions for sustainable development of human beings. Inculcation of gender leadership, its reasonable use are important. This type of leadership method constitutes analyzing the different aspects of life in terms of gender.

### *Gender theory regulatory acts in Uzbekistan*

- ✓ 1992, The Constitution of the Republic of Uzbekistan (Articles 18,46)
- ✓ 1993, International Conference on Human Rights, Vienna
- ✓ 1995, The labour Code (existence of equal opportunities for exercising the labour right)
- ✓ 1995, The Beijing Platform Movement adopted by the International Women's Forum

- ✓ 1996, UN Convention on the Elimination of all Forms of Discrimination Against Women (CEDAW)
- ✓ 2004, Decree No. 3434 of the President of the Republic of Uzbekistan "On the additional steps to support the performance of the Uzbekistan Women's Committee"
- ✓ 2005, The national platform movement of improvement of women's status in Uzbekistan by 2010
- ✓ 2010, the UN National Actions Movement approved by the Cabinet of Ministers

## **The Constitution of the Republic of Uzbekistan**

**Article 46.** Women and men shall have equal rights.

**Articles 104, 105, 118, 119, 121.** The Criminal Code also shall prohibit infringement or restriction of women's rights.

**Article 19.** The Family Code shall provide that husband and wife shall have equal rights and equal obligations.



Womanhood comprises 60% of population in primary education and girls constitute the majority of 130 mln children not attending the elementary schools.

Women constitute 70% of the 1.3 bn absolutely poor people of the world.



## The gender approach in other countries: an example...



### Some 2009 comparative figures

Human Development Index	Education level (%)		Workforce (%)		Approximate annual per capita income	
	W	M	W	M	W (\$)	M (\$)
<i>Source: HDR-2009</i>						
<b>1. Norway</b>	99.0	99.0	99.0	99.0	46,476	60,394
<b>82. Kazakhstan</b>	99.5	99.6	95.1	87.8	8,831	13,080
<b>84. Armenia</b>	99.3	99.7	77.8	71.6	4,215	7,386
<b>86. Azerbaijan</b>	99.2	99.5	98.0	99.0	4,890	11,037
<b>89. Georgia</b>	99.0	99.0	77.7	75.8	2,639	6,921
<b>119. Uzbekistan</b>	95.1	95.3	73.3	74.0	1,898	2,823
<b>120. Kyrgyzstan</b>	99.1	99.5	79.7	74.9	1,428	2,600
<b>127. Tajikistan</b>	99.5	99.6	54.5	77.2	1,395	2,136
<b>141. Pakistan</b>	39.6	67.7	34.4	43.9	760	4,135
<b>181. Afghanistan</b>	12.0	45.1	36.4	82.8	402	1,885

- ◆ Today, the number of women worldwide exceeds the number of men by 57 mln (China, Pakistan).
- ◆ 14 women in the world are heads of governments and states.
- ◆ 13 women in the world manage over 500 large associations.
- ◆ Parliament women members in Netherlands, Sweden, Iceland and Finland constitute 40-43%.
- ◆ Only 23 countries were able to achieve women's 30% level in parliaments.
  
- ◆ *(For comparison: The women - Senate members in Uzbekistan in 2009 constituted 15%, parliament members - 22%)*.

*The source: UN report "Women in 2010: tendencies and statistics", and information provided by the Uzbekistan Women's Committee*

- ◆ Currently 22% of the 150 Oliy Majlis Legislative Chamber members and 15% of the Senate members are women.
- ◆ In Supreme Court bodies: 14.5% are women.
- ◆ Farming enterprises: 2% are women and 2 women have been awarded the title of the "Hero of Uzbekistan".

The Millennium Declaration was adopted by the UN General Assembly in 2000 and approved by 189 countries of the world including the Republic of Uzbekistan.

Third MDG states: **To promote gender equality and empower women.**

### UN: The Millennium Development Goals

It was agreed by 189 UN member states at the Millennium Summit (September 2000) by 2015:



1. To eradicate extreme poverty and hunger
2. To achieve universal primary education
3. To promote gender equality and empower women
4. To reduce child mortality
5. To improve maternal health
6. To combat HIV/AIDS, malaria, and other diseases
7. To ensure environmental sustainability
8. To develop a global partnership for development

**MEMORANDUM OF UNDERSTANDING**

**regarding cooperation in Uzbekistan**

**between**

**INTERNATIONAL LABOUR ORGANIZATION**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

**OCTOBER 15, 2014**

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This Memorandum of Understanding (“Memorandum”) represents a Statement of Intent by the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (together, the “World Bank” or the “Bank”) and the International Labour Organization (“ILO”) (together the “Parties”), to cooperate, in the light of their common objectives, in Uzbekistan as described below.

## **1. Background**

- (a) The Bank is an international development institution whose mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in the developing world. It achieves these objectives by providing loans, concessional financing, technical assistance, and knowledge-sharing services to its member countries and through partnerships with other organizations. The Bank requires that the projects it finances comply with the Bank’s environmental and social policies.
- (b) ILO is a public international organization whose mission is to promote social justice through such means as international labour standards and tripartite social dialogue (involving government, employers’ and workers’ organizations) in order to create decent working conditions, support sustainable enterprises and ensure decent living standards through employment and social protection. In this connection, the ILO’s recently concluded *Decent Work Country Program in Uzbekistan* identifies priorities, objectives, outcomes and performance indicators for cooperation between the ILO and the tripartite constituents of Uzbekistan during the period 2014-2016, in order to provide, among other activities, technical assistance to address questions related to the application of fundamental ILO Conventions on child and forced labour (DWCP 2014-2016).
- (c) The Bank and the ILO have an interest in collaboration as a result of the ILO’s mandate and its agreement with the Government of Uzbekistan on issues of child and forced labor in connection with the production of cotton in Uzbekistan and the Bank’s interest in ensuring adherence to appropriate social safeguards and practices under Bank-financed projects. This collaboration has received support from the Government of Uzbekistan.

## **2. Common Objectives**

- (a) Consistent with their respective mandates, the Parties desire to cooperate in the following activities, together with any other activities that may be added by mutual agreement: (i) ILO participation in the supervision of selected World Bank-financed projects in 2014; (ii) collaboration between the Parties on the elaboration and implementation of an ILO survey of labor recruitment in the agricultural sector and of a World Bank poverty and social impact assessment of mechanization of cotton harvesting in the period 2014-2015; (iii) carrying out

monitoring activity by ILO with respect to child and forced labor issues in connection with selected World Bank-financed projects (“Projects”) in 2015 and 2016, subject to a joint review by the Parties of their collaboration after the cotton harvest in 2015, in order to determine the scope and methods for collaboration thereafter, including on issues of local development, labour policies and child and forced labour.

- (b) Said activities to be carried out by the ILO are expected to include, *inter alia*: periodic site visits; assessments of local context and conditions; interviews, awareness raising; training and preparation of reports. The Parties recognize that such activities will draw upon the ILO’s cooperation with the Uzbek authorities and social partners under the terms provided in the DWCP 2014-2016.

### **3. Forms of Collaboration**

- (a) Further to the achievement of their common objectives, the Parties intend to consider ways to, *inter alia*:
  - (i) share knowledge, ideas and lessons learned;
  - (ii) plan joint activities in areas of common interest;
  - (iii) pool efforts and expertise;
  - (iv) utilize and leverage their existing resources and facilities to mutual advantage and benefit;
  - (v) jointly engage in a dialogue with stakeholders and others interested in activities being pursued under this Memorandum;
  - (vi) collaborate on ways to join with other entities engaged in activities similar, supplemental or related to those being pursued under this Memorandum;
  - (vii) periodically evaluate the effectiveness of working in collaboration with each other, with reference to their respective organizational mandates and priorities.
- (b) For the purposes of carrying out monitoring by ILO in 2015, the Bank and ILO intend to enter into a separate arrangement, to include Terms of Reference (TORs) to be agreed upon by the Parties involving the implementation of the ILO’s methodology and expertise on child and forced labour in connection with the Projects and consistent with the terms of the DWCP 2014-2016. The TORs will include, among other issues budget, timeline and specific financial and other responsibilities of the Parties.

### **4. Intellectual Property**

The Parties recognize the importance of intellectual property rights protecting the materials used for or resulting from the joint activities conducted under the

framework established by this Memorandum. This Memorandum does not grant the right to use materials belonging to or created by either Party. The World Bank will retain intellectual property rights in all materials developed and produced by World Bank, its staff or consultants and the ILO will retain intellectual property rights in all materials developed and produced by the ILO, its staff and consultants.

**5. Names, Marks and Logos**

- (a) The Parties acknowledge that the names and marks “International Bank for Reconstruction and Development,” “IBRD,” “International Development Association,” “IDA,” “World Bank,” and all variations thereof including their associated logos (collectively, the “Bank Name”) and “International Labour Organization,” “International Labour Office”, “ILO,” and all variations thereof including their associated logo(s) (collectively, the “ILO Name”) are the sole and exclusive properties of the Bank and ILO, respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name under this Memorandum.
- (b) The Parties understand and agree that neither Party may use the other Party’s Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party. All uses by one Party of the other Party’s Name in any manner (other than casual or generally accepted uses) shall be subject to the approval of the other Party, which approval will not be unreasonably withheld.

**6. Disclosure and Publicity**

The Parties may acknowledge and disclose to the public this Memorandum and information with respect to the collaborative activities contemplated herein. Such acknowledgment or disclosure may be made in accordance with the Parties’ respective disclosure policies.

**7. Key Points of Contact**

- (a) Each Party hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum:

For the World Bank:

Elisabeth Huybens  
Practice Manager  
Urban Rural and Social Development Global Practice  
Telephone: 202-473-1850  
Email: ehuybens@worldbank.org

For the ILO:

Corinne Vargha  
Chief, Fundamental Principles and Rights at Work Branch  
International Labour Office  
Telephone: +41 22 799 6228  
Fax: +41 22 799 8771  
Email: vargha@ilo.org

**8. Disputes, Controversies and Claims**

- (a) In case of a dispute, controversy, or claim between the Parties arising out of or relating to this Memorandum or an agreement for any activity or project undertaken pursuant thereto, the Parties shall attempt to reach an amicable resolution in good faith.
- (b) Where, in the event of a dispute arising out of or relating to this Memorandum, the parties wish to seek an amicable settlement of that dispute by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

**9. Limits to Agreement**

- (a) This Memorandum does not constitute a legally binding agreement or commitment by either Party to enter into or provide support for any specific activity or project. Specific activities will be implemented pursuant to this Memorandum of Understanding through prior consultation and written agreement(s) between the ILO and the World Bank, including where necessary, the respective financial responsibilities of the parties concerned.
- (b) Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information.
- (c) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
- (d) Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.

- (e) Nothing in this Memorandum can affect or modify the ILO implementation of the DWCP 2014-2016.

**10. Term**

- (a) This Memorandum shall come into effect upon signature by both Parties on the date set forth below. It shall have an initial term from date of effect to 31 December 2016. Unless modified or terminated as provided below, the term of this Memorandum shall be extended upon mutual agreement of the parties.
- (b) To the maximum extent practicable, each activity or project undertaken pursuant to this Memorandum should be fully implemented or at least initiated within the initial term.

**11. Modification and Termination**

This Memorandum may be modified or terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with sixty (60) days prior notice in writing to the other Party.

The Parties have caused this Memorandum to be executed as of the day and date written below.

On behalf of the:  
**International Bank for Reconstruction  
and Development  
And  
International Development Association**

  
**Laura Tuck  
Vice President, Europe and Central Asia  
October 15, 2014**

On behalf of the:  
**International Labour Organization**

  
**Sandra Polaski  
Deputy Director General for Policy  
October 15, 2014**

**Annex 5: Supervision Mission Schedule for RESP II  
Cotton Harvest Season 2014**

Meeting/Field Visits	Venue	WB mission members	RESP II Technical team <sup>10</sup> / Participants
<b>SEPTEMBER 4-5</b>			
Meeting with RRA	RRA office		
Field trip to Tashkent Region to meet with project beneficiaries, WCA “Kukorol Jasur suvchi”	Tashkent region, Buka district	Practice Manager Senior Rural Development Specialist Program Leader	
<b>SEPTEMBER 22-30</b>			
<b>Monday - Tuesday, September 22 – 23</b>			
Field trip to Andijan region to meet with project credit line Beneficiaries and WCAs “Ulugnor” and “Ming-Chinor”	Andijan region, Ulugnor district	Senior Rural Development Specialist Lead Social Development Specialist Acting CM	5 RRA staff
<b>Wednesday - Thursday, September 24-25</b>			
Field trip to Fergana Region to meet with project credit line Beneficiaries and WCAs “Obi Hayot” and “Navbahor”	Fergana region, Yazyavan district	Senior Rural Development Specialist Acting CM Program Leader Social Development Specialist	7 RRA staff
<b>Friday, September 26</b>			
Field trip to Tashkent Region to meet with project credit line Beneficiaries and WCA “Kukorol Jasur suvchi”	Tashkent region, Buka district	Program Leader	4 RRA staff
<b>Monday – Tuesday, September 29-30</b>			
Field trip to Sirdarya region to meet with project Beneficiaries, WCAs “Z-Boyovut,” “Kushkulok bulogi” and “Gallakor”	Syrdarya region, Bayavut district	Social Development Specialist Consultant Program Leader	13 RRA staff
<b>OCTOBER 2-3</b>			
<b>Thursday – Friday, October 2-3</b>			
Field trip to Bukhara Region to meet with project credit line Beneficiaries and WCA “Norhosa”	Bukhara region, Alat district	Consultant Lead Social Development Specialist	
<b>OCTOBER 7-10</b>			
<b>Tuesday-Friday, October 7-10</b>			
Field trip to Samarkand region to meet with project Beneficiaries, WCAs “Bahor bogli suvchilari,” “Pastdargomlik Anhor suvchilari,” “Honchorbog Magistral Mussfo” and “Qurilish Kuksoy suvchilari”	Samarkand region, Pastdargom district	Consultant Social Development Specialist	8 RRA staff
<b>OCTOBER 13-17</b>			

<sup>10</sup> At each site there will be different representatives from RRA.

<b>Monday –Tuesday, October 13-14</b>			
Field trip to Andijan region to meet with project credit line Beneficiaries and WCA “Andijon”	Andijan region, Ulugnor district	Senior Environment and Social Specialist Social Development Specialist ILO representative	
<b>Wednesday – Friday, October 15-17</b>			
Field trip to Fergana Region to meet with project credit line Beneficiaries and WCAs “Honobod,” “Koratepa” and “Z. Ganiev”	Fergana region, Yazyavan district	Senior Environment and Social Specialist Social Development Specialist ILO representative	
<b>OCTOBER 20-24</b>			
<b>Monday-Wednesday, October 20-22</b>			
Field trip to Kashkadarya Region to meet with project credit line Beneficiaries and WCAs “Pomuk hayot bulogi,” “Nabi Holturaev” and “Elobod Zarchashmasi”	Kashkadarya, Mirishkor district	Social Development Specialist Senior Country Officer ILO representative	7 RRA staff
<b>OCTOBER 27 - 31</b>			
<b>Monday, October 27</b>			
Wrap-up meeting	WB office Tashkent	Team	

**Supervision Mission Schedule for FVWRMIP  
Cotton Harvest Season 2014**

<b>Meeting/Field Visits</b>	<b>Venue</b>	<b>WB mission members</b>
<b>OCTOBER 7-10</b>		
Field visits to the three project districts: meetings with WCAs beneficiaries and farmers; technical meetings – visits to construction sites	Fergana region (Altaryk, Rishtan and Bagdad districts)	Lead Water Resource Management Specialist, Consultant, Social Development Specialist
<b>OCTOBER 14-17</b>		
Field visits to the three project districts: meetings with WCAs beneficiaries and farmers; technical meetings – visits to construction sites	Fergana region (Altaryk, Rishtan districts)	Lead Water Resource Management Specialist, Social Development Specialist
<b>OCTOBER 20-23</b>		
Field visits to the three project districts: meetings with WCAs beneficiaries and farmers;	Fergana region (Altaryk, Rishtan and Bagdad districts)	Lead Water Resource Management Specialist, Social Development Specialist





## **Annex 7: Relevant Articles from Key Legislation in Uzbekistan**

### **LABOR CODE OF THE REPUBLIC OF UZBEKISTAN**

#### **Article 7. Prohibition of Forced Labor**

Forced labor, i.e. enforcement to labor upon pain of applying any kind of punishment (including by way of maintaining labor discipline) is prohibited.

The labor is not construed as force labor if it requires being performed:

- under the acts of legislation concerning military or alternative service;
- under the conditions of extraordinary situations;
- due to effectiveness of the judgment passed by court;
- on other occasions provided for by law.

#### **Article 71. Enforcement of the Legislation Concerning Employment and the Responsibility of its Violation**

Enforcement of the legislation concerning employment is performed by public and administrative authorities, Ministry of Labor and Social Protection of the Republic of Uzbekistan and its units, labor unions.

Persons guilty of forced labor or violation of Legislation Concerning Employment bear responsibility as set forth by law.

### **§ 2. CONCLUSION OF EMPLOYMENT AGREEMENT**

#### **Article 77. Age Acceptable for Employment**

Employment is accepted from sixteen years old.

For career education of youth it is accepted to employ the students of compulsory schools, post-secondary, training education establishments for light labor if it does not harm their health or moral development, nor violate the studying process, at off-study time – upon the attainment of the age of fifteen with the written consent of the one of the parent or one of the persons substituting the parents.

Employment of the persons under the age of eighteen is performed in compliance of the requirements provided by [article 241](#) of this Code.

#### **Article 95. Temporary Transfer to another Job on the Initiative of the Employer**

Temporary transfer to another job without agreement of employee is acceptable due to manufacturing necessity or idle period. Whereas the employee shall not be transferred to the job with adverse health conditions.

During the period of temporary transfer to another job, employee's payment for labor is performed for active job, but not below average salary.

Temporary transfer deadlines, precise amounts of payments for labor, and the cases of manufacturing necessity are affirmed by collective agreement, and if it is not concluded – determined by the employer with the agreement of representative body of employees.

### **CHAPTER VII. WORKING HOURS**

#### **Article 115. Normal Duration of Working Hours**

Normal duration of employee's working hours shall not exceed forty hours per week.

Within six days working week duration of daily working hours shall not exceed seven hours, and within five days working week – eight hours.

In case of implementation of record of cumulative hours worked, there applied the regulations provided by article 123 of this Code.

#### **Article 116. Shortened Duration of Working Hours**

For special categories of employees due to their age, health conditions, labor conditions, particular labor functions and other regulations concerning labor, and also due to the conditions of labor agreement, shortened duration of working hours without reduction of payment for labor is established.

Shortened duration of working hours is established for:

employees under the age of eighteen (article 242);

employees-disabled persons of groups I and II (part three article 220);

employees, employed for works with severe environment conditions (article 117);

employees with special job category (article 118).

Women with the children under the age of three working in budget-funded institutions or organizations (article 228-1).

#### **Article 117. Shortened Duration of Working Hours for the Employees, Employed for the Works with Severe Environment Conditions**

Shortened duration of working hours of not more than thirty six hours per week is established for the employees suffering physical, chemical, biological, and other manufacture factors hazardous for their health.

*See previous wording.*

The list of such works on the enterprise and the precise duration of working hours during their performance are determined by industrial (tariff) agreements, collective contracts, and if they are not concluded, -- by employer with the agreement of labor union committee or representative body of employees, basing on the procedure of labor conditions assessment, affirmed by Ministry of Labor and Social Protection of the Republic of Uzbekistan and Ministry of Health Care of the Republic of Uzbekistan.

*See. The Procedure of Assessment of Labor Conditions and Workplaces (reg. No. 247 from 28.05.1996).*

*(Part two Article 117 as worded in the Law of the Republic of Uzbekistan dated 12 May 2001, No. 220-II — Registers of Oliy Majlis, 2001, No. 5, art. 89)*

For the employees working with specially hazardous or harsh labor conditions, the deadline duration of working hours is assigned by the Government of the Republic of Uzbekistan.

*See. Deadline Duration of Working Hours for the Employees Working with Specially Hazardous or Harsh Labor Conditions (annex No. 8), affirmed by the Decree by Cabinet of Ministers of the Republic of Uzbekistan dated 11 March 1997 No. 133.*

#### **Article 124. Overtime Work**

Overtime work is concerned to be the working hours exceeding the established duration of daily labor (shift).

Overtime work is applied by the agreement of the employee.

Within the duration of night shift of twelve hours and also for the works with specially hazardous or harsh labor conditions overtime work shall not be allowed.

Assignment of overtime is performed in accordance with restrictions, established by part five article 220 and articles 228, 245 of this Code.

Compensation and payment for overtime work is performed in accordance with article 157 of this Code.

#### **Article 125. Deadline Duration of Overtime Work**

Duration of overtime work for each employee should not exceed four hours per two days running (for the works with hazardous or harsh labor conditions – two hours per day) and one hundred twenty hours per year.

Employer shall maintain precisely daily performance report of each worker, including overtime work.

## **CHAPTER VIII. REST TIME**

### **Article 127. Daily (Shift) Breaks**

The employee, during daily working hours (shift) shall be provided with the break for rest and meal, which is not included in working hours.

The time of break provision and its particular duration are established by internal work regulations, shift schedule or by the agreement between employee and employer.

On the works, where provision of breaks for meal or rest is impossible, the employer shall arrange for the employee meal during working hours. The list of such works, mode and place for meal are established by internal work regulations.

Acts of legislation and other normative acts concerning labor can involve other daily (shift) breaks.

*See. art. 236 of this Code.*

## **CHAPTER IX. PAYMENT FOR LABOR**

### **Article 153. Salary Set**

Salary is set by the agreement between the employer and employee. Payment for labor shall not be lower than minimum earnings established under legislation and is not limited to any maximum.

*See previous wording.*

Forms and systems of payment for labor, bonuses, fringe benefits, increments, incentive rewards are established in collective contracts and other local acts, accepted by employer in coordination with labor union committee or representative body of employees. Payment for labor is performed, as a rule, by cash. Payment for labor in kind is prohibited, except for the cases affirmed by the Government of the Republic of Uzbekistan.

For the employees of budget-funded institutions or organizations, and also state enterprises, minimum earnings are established by legislation.

In the places with unfavorable natural and climatic or household conditions the regional coefficients and increments of payment for labor are established.

The list of places, where the regional coefficients and increments are applied, and also their usage and values are affirmed by the Government of the Republic of Uzbekistan.

### **Article 155. Minimum Earnings**

Monthly payment for labor of the employee, who completely performed work time standards and responsibilities determined for this period, shall not be less than established by law tariff one according to Unified Tariff System of payment for labor.

Minimum earnings do not include fringe benefits, increments, incentive rewards, increased payment for declining from normal working hours (articles 157, 158), and also regional coefficients (part four of article 153).

### **Article 161. Terms of Payment for Labor**

Terms of payment for labor are established in collective contract or any other local normative act and shall be paid at least half-monthly. In exceptional circumstances for the specific categories of employees there can be established other terms of payment for labor by the Government of the Republic of Uzbekistan.

In case of concurrency of payment day with weekend or public holiday day, the payment is performed on a day preceding.

In case of the termination of labor contract, the payment of all amounts due to employee is performed in accordance with article 110 of this Code.

In collective contract there can be foreseen employer's responsibility for the delay of the payment for labor compared to the established terms due to the fault of employer.

## **CHAPTER XIII. LABOR SAFETY**

### **Article 219. Employee Right to Refuse Works Endangering Life and Health**

The employee shall immediately inform the employer about the arisen circumstances endangering life and health. In case of verifying these circumstances by the bodies performing inspection and control of labor safety, the employer shall take measures upon their clearing. If the required measures were not taken, the employee possesses the right to refuse performing of such works until the circumstances endangering life and health are cleared. For this period the employee preserves the average earning.

## **CHAPTER XIV. SUPPLEMENTARY GUARANTEES AND PRIVILEGES FOR THE SPECIAL CATEGORIES OF EMPLOYEES**

### **§ 1. SUPPLEMENTARY GUARANTEES FOR THE WOMEN AND PERSONS EXECUTING FAMILY OBLIGATIONS**

#### **Article 225. The Works Prohibited for Women Labor**

The women labor is prohibited for the works with unfavorable labor conditions and also for underground works, except for some underground works (non-physical activities or sanitary or public services).

The lift and transportation operations with the heavy objects exceeding limitation norms are prohibited for the women.

The list of the works with unfavorable labor conditions, where women labor is prohibited and loading limits for women during lift and transportation operations with heavy objects are affirmed by Ministry of Labor and Social Protection of the Republic of Uzbekistan and Ministry of Health Care of the Republic of Uzbekistan in consultation with the Council of the Trade Unions Federation of the Republic of Uzbekistan and with employers' representatives.

#### **Article 228-1. The Right of Women with Children under the age of three and Working in Budget-Funded Institutions or Organizations, for Shortened Duration of Working Hours**

For women with the children under the age of three, working in budget-funded institutions or organizations, the duration of working hours is established of not more than thirty five hours per week.

Payment for labor of women, mentioned in part one of this article, in case of shortened working hours is performed in the same amount as for the employees of corresponding categories with full daily working hours.

### **§ 2. SUPPLEMENTARY GUARANTEES FOR THE YOUTH**

#### **Article 241. The Works Prohibited for Labor of Persons under the Age of Eighteen**

The labor of persons under the age of eighteen is prohibited for the works with unfavorable labor conditions and also for underground works, and other works endangering health, safety or morality of such category of employees.

The lift and transportation operations with the heavy objects exceeding limitation norms are prohibited for the persons under the age of eighteen.

The list of the works, mentioned in part one of this article and loading limits for the persons under the age of eighteen during lift and transportation operations with heavy objects are affirmed by Ministry of Labor and Social Protection of the Republic of Uzbekistan and Ministry of Health Care of the Republic of Uzbekistan in consultation with the Council of the Trade Unions Federation of the Republic of Uzbekistan and with employers' representatives.

**Article 245. Prohibition of Enlisting the Persons under the Age of Eighteen to Night, Overtime Works and Works on Public Holidays**

Enlisting of the persons under the age of eighteen to night, overtime works and works on public holidays is prohibited.

**CODE OF THE REPUBLIC OF UZBEKISTAN ON ADMINISTRATIVE RESPONSIBILITY**

**SPECIAL PART**

**Chapter V. ADMINISTRATIVE RESPONSIBILITY FOR DELICTS WITH INFRANGE OF RIGHTS AND LIBERTIES OF CITIZENS**

**Article 49. Violations of Requirements on Impermissibility of Labor of Minors** Labor service of minors on the works, which can endanger their health, safety or morality, is subject to fines at the rate from one to three minimum earnings.

**Article 51. Administrative Enforcement to Labor**

Administrative enforcement to labor in any form, except the cases established by law, is subject to fines at the rate from one to three minimum earnings

**CRIMINAL CODE OF THE REPUBLIC OF UZBEKISTAN**

**SPECIAL PART SECTION ONE**

**OFFENSES AGAINST PERSON**

**Chapter VI. Offenses against Liberty, Honor and Dignity**

**Article 135. Human Traffic**

Human traffic, that is human sales, enlistment, transporting, transmitting, concealment or receiving for exploitation purposes is punishable by deprivation of liberty for the period from three to five years.

The same acts committed:

- a) by means of kidnapping, use of force or threat of violence or any other forms of enforcement;
- b) against two or more persons;
- c) against the person in helpless state scienter for the guilty;
- d) against the person endowed by the guilty;
- e) repeatedly or by dangerous recidivist;
- f) collusive by group of persons;
- g) in connection with official position;
- h) with the carrying of complainant across the State Border of the Republic Of Uzbekistan or detainer abroad;
- j) by means of using forged along with suppressing, concealment or destroy the complainant's identity papers;

k) with the aim of transplant obtaining, are punishable by deprivation of liberty for the period from five to eight years.

The same acts:

a) committed against the person under the age of eighteen scienter for the guilty;

b) resulted in complaint's death or other severe consequences;

c) committed by especially dangerous recidivist;

d) committed by organized group or in its favor, are punishable by deprivation of liberty for the period from eight to twelve years.

#### **Article 138. Perforce Illegal Deprivation of Liberty**

Perforce illegal deprivation of liberty of anyone is subject to fines at the rate of up to fifty minimum earnings or correctional labor up to three years, or deprivation of liberty up to three years.

The same act associated with:

a) causing corporal hurt;

b) keeping in the conditions endangering life and health is punishable by deprivation of liberty for the period from three to five years.

#### **Article 148. Violation of Right for Labor**

Scienter illegal discharge or non-compliance with the court decisions of reinstatement in work, committed after appliance of administration sanctions for the same acts is subject to fines at the rate up to twenty five minimum earnings or deprivation of particular right up to three years, or correctional labor up to three years.

Scienter illegal refusal to hire or discharge from work of woman due her pregnancy or childcare is subject to fines at the rate up to twenty five minimum earnings or deprivation of particular right up to three years, or correctional labor up to three years.

### **SECTION SIX OFFENCES AGAINST PUBLIC SAFETY AND PUBLIC ORDER**

#### **Chapter XVII. Offences against Public Safety**

#### **Article 257. Violation of the Labor Safety Regulations**

Violation of the regulations of security means, industrial sanitary or other regulations of labor safety by the person responsible for their following, resulted in moderate or severe bodily injury is subject to fines at the rate up to twenty five minimum earnings or deprivation of particular right up to five years, or correctional labor up to three years, or deprivation of liberty with the period up to three years.

The same act that resulted in:

a) human death;

b) other severe consequences, —

is punished by deprivation of liberty with the period up to five years with deprivation of particular right

### **SECTION EIGHT LEGAL EFFECT OF TERMS**

**Human exploitation** — Exploitation of prostitution of other persons or another form of sexual exploitation, forced labor or services, slavery or customs similar to slavery, servile status or seizing of human organs or tissues.

## **Annex 8: Decree on Implementation of ILO Convention**

DECREE OF CABINET OF MINISTERS OF REPUBLIC OF UZBEKISTAN

### **On additional measures on implementation of conventions of International Labour Organization (ILO) ratified by Republic of Uzbekistan in 2014—2016**

For the purposes of further implementation of conventions of International Labour Organization (ILO) ratified by Uzbekistan, improvement of law and taking of additional measures on prohibiting of forced and mandatory labour, as well as prevention of the worst forms of child labour, Cabinet of Ministers **decrees:**

- Approve Complex of additional measures on implementation of conventions of ILO in 2014 — 2016 ratified by Uzbekistan (further — Complex of measures) as per Annex.

- Ministries and agencies of Uzbekistan take required actions on timely and sound implementation of approved Complex of measures.

- Ministry of Labour and Social Security of Uzbekistan:

Secure coordination of activity of the state and economic bodies, local authorities and other organizations on fulfillment of obligations resulting from the ratified conventions of ILO, and Complex of measures;

In conjunction with Council of Ministers of Karakalpakstan, khokimiyats of provinces and Tashkent city arrange a systemic monitoring and affective control over prohibiting be organizations, as well as by persons of forcing the children to labour and observation by them regulations prescribed by the law and labour conditions of the minors.

- Recommend to Federal Council of Trade Unions of Uzbekistan, Chamber of Commerce and Industry of Uzbekistan, Farmers' Council of Uzbekistan in conjunction with concerned ministries and agencies to participate in monitoring and controlling of implementation by organizations of the provisions and requirements of ratified ILO conventions, as well as conducting among the subjects of entrepreneurship of the targeted public awareness campaign on application of labour regulations, occupational health and safety, prohibiting of forced and child labour.

- Ministry of Foreign Affairs of Uzbekistan shall bring to the notice of concerned international organizations the information about ongoing work in Uzbekistan on implementation of ILO conventions.

- Control on fulfilment of this Decree shall be entrusted on the First Deputy Prime Minister of Uzbekistan R. Azimov.

**Prime Minister of Uzbekistan    Sh. Mirzиеv**

City of Tashkent, 27 May 2014, No. 132

**Annex to Decree of Cabinet of Ministers dated 27 May 2014 No. 132**

**Complex of additional measures on implementation of ILO conventions ratified by Uzbekistan  
in 2014 — 2016**

No.	Description	Due date	Mode of implementation	Action by
<b>I. Improvement of national law according to ratified ILO conventions</b>				
1.	Informing of Legislative House and Senate of Oliy Majlis about decisions taken at sessions of International Labour Conference, with proposals on improvement of national social-labour law, based on provisions of ratified conventions, according to ILO Charter.	Annually	Information on decisions taken at ILC session	Ministry of Labour and Social Security, Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Foreign Affairs
2.	Participation in discussion of draft law of Uzbekistan «On social partnership» in Houses of Oliy Majlis. Work on clarification of goals and importance of this Law for efficient activity of social partnership parties in labour law.	III quarter of 2014 2014-2015	Participation in discussion of draft law Plan of joint measures	Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Labour and Social Security, Ministry of Justice, concerned ministries & agencies
3.	Elaboration draft law of Uzbekistan «On occupational health and safety» (in new edition), meeting the current requirements of the market economy and measures taken on further deepening, improvement, liberalization of economy, strengthening of public and private partnership, development entrepreneurship and labour law in the country.	Submission: to Cabinet of Ministers — III quarter of 2015 to Oliy Majlis — I quarter of 2016	Draft law	Ministry of Labour and Social Security, Ministry of Economy, Ministry of Finance, Ministry of Health, Ministry of Justice, State Committee for Architecture & Construction, Federal Council of Trade Unions, Chamber of Commerce and Industry, concerned ministries & agencies
4.	Stocktaking with the purpose of revision of departmental legal acts in terms of provision of additional guarantees for women and youth in relation to their compliance with ILO conventions and laws of Uzbekistan, formulation of proposals on improvement of existing regulations.	Stocktaking — III quarter of 2014 Formulation of proposals — IV quarter of 2014	Policy brief	Ministry of Labour and Social Security, Federal Council of Trade Unions Uzbekistan, Kamolot Youth Movement, Republican Research Centre for Employment, Labour and Social Security
5.	Revision and amending of maximum permissible lifting and carrying objects by hand for women according to procedure envisaged in Article 225, Labour Code of Uzbekistan.	IV quarter of 2014	Joint decision of implementers	Ministry of Health, Ministry of Labour and Social Security, Federal Council of Trade Unions Uzbekistan, Chamber of Commerce and Industry
6.	Unification of the list of works in unfavourable labour conditions where labour of persons under 18 years old is prohibited, taking account of modernization of production, technological rearmament and improvement of conditions, introduction of current requirements of occupational health and safety.	I quarter of 2015	Joint decision of implementers	Ministry of Labour and Social Security, Ministry of Health, Federal Council of Trade Unions, Chamber of Commerce and Industry
7.	Elaboration and approval of procedures of employment of children under 16.	IV quarter of 2014	Order of Ministry of Justice on approval of Regulation on procedures of employment of children under 16	Ministry of Labour and Social Security, Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Justice
<b>II. Implementation of ratified ILO conventions on forced and child labour</b>				

No.	Description	Due date	Mode of implementation	Action by
8.	Preparation of statistical data on a quantity of employees under the age of 18 based on statistical reporting under forms 1-T (annual), 1-KB (annual) and 1-FX (annual).	Annually within 2014 — 2016	Collection of statistical data and information	State Committee for Statistics, Ministry of Labour and Social Security
9.	National monitoring with application of methodology and tools of International Program on the Elimination of Child Labour, ILO, affective control over prohibiting to the entities and persons to use the child labour, observation of regulations of the law, labour conditions minors and requirements by them, as well as provisions of ratified Conventions No. 138 and No. 182 on child labour.	Annually at the stated time	Program of monitoring and inspections schedule	Steering Group on Child Labour, Ministry of Labour and Social Security, Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Public Education, Council of Ministers of Karakalpakstan, khokimiyats of provinces and Tashkent city
10.	Provision of efficient leisure for the student at all schools and colleges, including in rural area, stirring up of the work of hobby groups on interests of the students and sport sections.	According to the schedule	Holding of additional classes, hobby groups, sport sections	Ministry of Public Education, Ministry of Higher & Vocational Secondary Education, Center for Vocational Secondary Education, Kamolot Youth Movement, Council of Ministers of Karakalpakstan, khokimiyats of provinces and Tashkent city
11.	Elaboration and approval of joint integrated action plan on participation of employers and employees in implementation of ILO conventions on forced and child labour.	III quarter of 2014	Joint Action plan	Chamber of Commerce and Industry, Federal Council of Trade Unions, Farmers' Council
12.	Taking integrated measures on job placement of college graduates, including by organization of early assignment of the graduates of educational institutions to the concrete enterprises, carrying out of specialized job opportunities fairs.	Annually	Complex of measures	Council of Ministers of Karakalpakstan, khokimiyats of provinces and Tashkent city, Center for Vocational Secondary Education, Ministry of Labour and Social Security, commercial banks
13.	Elaboration and introduction in schools (for upperclassmen), lyceums and colleges of the relevant training programs directed at studying of rights minors and provisions of ratified by Uzbekistan ILO conventions.	2014 — 2016	Decisions of implementers	Ministry of Public Education, Ministry of Higher & Vocational Secondary Education, Center for Vocational Secondary Education
<b>III. Interaction, elaboration and implementation of Programs of Cooperation with ILO</b>				
14.	Submission of updated information to ILO about ratified conventions No. 29, No. 47, No. 52, No. 98, No. 100, No. 103, No. 105, No. 111, No. 122, No. 135, No. 138, No. 154, No. 182.	According to ILO Charter	Annually updated information on implementation of ratified ILO conventions	Ministry of Labour and Social Security, Ministry of Public Education, Ministry of Higher & Vocational Secondary Education, Ministry of Health, Federal Council of Trade Unions, Chamber of Commerce and Industry, Farmers' Council, Interdepartmental Working Group (IWG)
15.	Preparation and submission of the policy note to ILO on conventions ratified and non-ratified by Uzbekistan, as well as ILO recommendations.	Annually	Analytical information	Ministry of Labour and Social Security, Ministry of Foreign Affairs, Federal Council of Trade Unions, Chamber of Commerce and Industry
16.	Taking required measures on implementation of Country Program on decent work of Uzbekistan for 2014 — 2016.	2014 — 2016	Action plan of implementers	Ministry of Labour and Social Security, Federal Council of Trade Unions Uzbekistan, Chamber of Commerce and Industry, Ministry of Foreign Affairs
17.	Examine the possibility of participation of Uzbekistan in International Program on the Elimination of Child Labour, ILO.	IV quarter of 2014	Decisions of implementers	Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Labour and Social Security, Ministry of Public Education, Center for Vocational Secondary Education,

No.	Description	Due date	Mode of implementation	Action by
				Ministry of Health, Farmers' Council, concerned ministries & agencies
18.	Working out of issues on implementation of project «Improvement of labour conditions in small enterprises» under technical assistance of ILO.	III quarter of 2014	Draft Action plan	Chamber of Commerce and Industry, Ministry of Labour and Social Security, Federal Council of Trade Unions
19.	Elaboration and implementation of ILO Program on competitive growth in small enterprises at the Centre on development entrepreneurship under the Chamber of Commerce and Industry.	III quarter of 2014	Draft Program	Chamber of Commerce and Industry, Ministry of Labour and Social Security, Federal Council of Trade Unions
20.	Arrangement of visit of experts technical support on issues of decent work for implementation of Country Program ILO decent work for 2014 — 2016.	2014 — 2016	Arrangement of visit	Ministry of Labour and Social Security, Chamber of Commerce and Industry, Federal Council of Trade Unions
21.	Introduction of modular training system for trade unions staff under the technical support of ILO Bureau for countries of Eastern Europe & Central Asia.	IV quarter of 2014	Action plan	Federal Council of Trade Unions in conjunction with ILO Bureau for countries of Eastern Europe & Central Asia
22.	Organization of systemic work on development of cooperation with International Trade Union Confederation (ITUC) and International Organization of Employers (IOE), as well as bilateral relations with organizations of employers and trade unions' centers of the countries being ILO Bureau for countries of Eastern Europe & Central Asia responsibility. Discussion of joining of Federal Council of Trade Unions Uzbekistan to ITUC, and Chamber of Commerce and Industry — to IOE.	Approval — III quarter of 2014 Implementation — 2014 — 2016	Complex of measures on cooperation with ITUC and IOE	Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Foreign Affairs
23.	Taking measures on development of cooperation with the organizations of employees and employers of the developed countries in implementation of ILO conventions by Uzbekistan.	2014 — 2016	Action plan	Chamber of Commerce and Industry, Federal Council of Trade Unions, Ministry of Foreign Affairs
24.	Conducting of survey in conjunction with ILO, WB and ADB on labour conditions in agriculture in terms of impact of mechanization of cotton works on the labour market, with formulation of proposals on improvement of employment of employees engaged in agriculture, securing of their social protection, and occupational health and safety.	2014 — 2016	Program of survey	Ministry of Agriculture & Water Resources, Ministry of Labour and Social Security, Ministry of Economy, Federal Council of Trade Unions, Farmers' Council, Council of Ministers of Karakalpakstan, khokimiyats of provinces and Tashkent city
25.	Creation of institutional base for ensuring of free employment of the cotton pickers by farmers through labour market institutes.	Decision making — I quarter of 2015 Implementation — 2015-2016	Joint decision of implementers	Farmers' Council, Ministry of Labour and Social Security, Chamber of Commerce and Industry, Federal Council of Trade Unions, Council of Ministers of Karakalpakstan, khokimiyats of provinces and Tashkent city
26.	Studying of international experience on ILO recommendations related to further implementation of conventions in terms of possibility of their ratification by Uzbekistan, including conventions Nos. 81, 87, 129, 132, 144, 183.	Approval of schedule of study — III quarter of 2014 Formulation of proposals — 2014 — 2016	Schedule of study and list of ILO recommendations and conventions, proposals	Ministry of Labour and Social Security, Ministry of Justice, Ministry of Foreign Affairs, Federal Council of Trade Unions, Chamber of Commerce and Industry, Tashkent State Law University

No.	Description	Due date	Mode of implementation	Action by
<b>IV. Capacity building of ILO's social partners in Uzbekistan</b>				
27.	Organization of training at educational centers of ILO in Moscow and Turin for the staff of Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Labour and Social Security.	Approval — III quarter of 2014 Implementation — 2014 — 2016	Training Programs, in consultation with ILO	Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Labour and Social Security
28.	Consideration of possibility to hiring in each big district and city of the republic a staffing position of the state labour inspectors within strength ceiling of management personnel of the territorial divisions of Ministry of Labour and Social Security, for securing of control over observation of law on labour and requirements of ILO conventions on forced and child labour.	I quarter of 2015	Decisions of implementers	Ministry of Labour and Social Security, Ministry of Justice
29.	Establishment within the Chamber of Commerce and Industry of Uzbekistan the Centre on training of entrepreneurs and other employers in basics of law on labour and provisions of ILO conventions.	IV quarter of 2014	Articles of association for establishment of centre on training of entrepreneurs	Chamber of Commerce and Industry, Ministry of Labour and Social Security, Federal Council of Trade Unions, Farmers' Council, with assistance of ILO
30.	Training of farmers on the ground in training module ILO «Occupational health and safety of farmers».	Approval — III quarter of 2014 Implementation — 2014 — 2016	Training schedule	Federal Council of Trade Unions, Farmers' Council Uzbekistan, Chamber of Commerce and Industry, Ministry of Labour and Social Security, Council of Ministers of Karakalpakstan, khokimiyats of provinces and Tashkent city
31.	Inclusion of training courses on ratified ILO conventions in Training Programs of Academy of Public Administration under the President of Uzbekistan focused on training: staff of ministries & agencies: khokims, deputy khokims of cities and districts; heads of educational institutions; chairpersons of district and city women's committees; representatives of Makhallya Fund on the ground and chairpersons of rural citizens' meetings; chairpersons of provincial and district departments of Kamolot Youth Movement; chairpersons of provincial and district Farmers' Councils	Approval — III quarter of 2014 Implementation — 2014 — 2016	Training schedule	Academy of Public Administration under the President of Uzbekistan, Federal Council of Trade Unions, Ministry of Labour and Social Security, Center for Vocational Secondary Education, Ministry of Public Education, Chamber of Commerce and Industry, Kamolot Youth Movement, Women's Committee, Council of Ministers of Karakalpakstan, khokimiyats of provinces and Tashkent city
<b>V. Public awareness campaign on implementation of ratified ILO conventions</b>				
32.	Preparation and broadcast of TV- and radio programs with participation of specialists and representatives of NGOs on observation and implementation of basic provisions of ILO conventions, ratified by Uzbekistan.	Approval — III quarter of 2014 Implementation — 2014 — 2016	Joint plan of preparation and broadcast of programs	National Television and Radio Broadcasting Company, Federal Council of Trade Unions, Chamber of Commerce and Industry, Farmers' Council
33.	Wide public awareness campaign with foreign partners, including through diplomatic representations of Uzbekistan about implementation of ILO conventions ratified by Uzbekistan.	2014 — 2016	Preparation of informative materials	Ministry of Labour and Social Security, Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Foreign Affairs

No.	Description	Due date	Mode of implementation	Action by
34.	Regular publication in mass media and placement at websites of relevant organizations information about implementation of Uzbekistan ratified ILO conventions.	2014 — 2016	Timetable of implementers	Ministry of Labour and Social Security, Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Foreign Affairs, Ministry of Justice, Ministry of Public Education, Center for Vocational Secondary Education
35.	Conducting of seminars, conferences (or other measures with involvement of foreign partners) on implementation of ILO conventions ratified by Uzbekistan, with invitation of representatives of ILO Secretariat, ITUC, IOE, Sub-regional ILO Bureau in Moscow and other International Organizations.	2014 — 2016	Program of seminar, conference	Ministry of Labour and Social Security, Federal Council of Trade Unions, Chamber of Commerce and Industry, concerned ministries & agencies
36.	Briefing on measures taken for implementation of ILO conventions and recommendations.	Annually	Conducting of briefing	Ministry of Labour and Social Security, Federal Council of Trade Unions, Chamber of Commerce and Industry, Ministry of Foreign Affairs, concerned ministries & agencies
37.	Translation and publication of ILO guidebooks for employers in the Uzbek and Russian languages on employment, job placement of youth, prohibiting of engagement of children in the worst forms of child labour, as well as implementation of provisions of ILO conventions, including guidebooks «Prohibiting of forced labour» (guidebook for employers); «Labour market: employability skills for youth»; «Working with youth — advise to small business».	III quarter of 2014	Series of guidebooks	Chamber of Commerce and Industry, Ministry of Labour and Social Security, Ministry of Higher & Vocational Secondary Education
38.	Regulation through labour contracts of provision of additional privileges for women and youth.	2014 — 2016	Labour contracts	Federal Council of Trade Unions, Ministry of Labour and Social Security, Chamber of Commerce and Industry, concerned ministries & agencies
39.	Meetings in Round Table format with participation of representatives of ministries & agencies, active trade unionists and employers of the republic for discussion of urgent social-economic problems of employment, labour and social security .	Annually	Discussion of problems in social-labour sphere with drawing up recommendations	Federal Council of Trade Unions, Chamber of Commerce and Industry, concerned ministries & agencies
40.	Conducting of Round Table dedicated to World Day of decent work, with participation of representatives of Public and International Organizations.	Annually	Program of Round Table	Federal Council of Trade Unions, Ministry of Labour and Social Security, Chamber of Commerce and Industry, concerned ministries & agencies

### Annex 9: Correspondence Chronology Table

Project	Date	incoming/ outgoing	Subject	sent to/ received from	addressed to	Comments
<b>RESP-II (P109126)</b>	20-Sep-13	0341o/13	Social Aspects review mission, Sep 24-Oct 4, 2013	COM	R. Azimov, First Deputy Prime Minister	MW visit
	10-Oct-13	0371o/13	Amendments to the Project Documents Strengthening the Requirements Against Child and Forced Labor	RRA	N. Najimov, General Director, Rural Restructuring Agency	listed documents required amendment with FCL issues
	3-Jul-14	0287o/14	RESP-II, GEF Sustainable Agriculture & Climate Change Mitigation Project - SPN Mission, May 20-June 3, 2014 - ML and AM	COM	R. Azimov, First Deputy Prime Minister	Post mission letter and AM
	10-Sep-14	0379o/14	RESP-II SPN Mission, September-November, 2014	COM	R. Azimov, First Deputy Prime Minister	Mission announcement letter and field visits agenda
	22-Sep-14	0408o/14	SKJ RFM with Azimov for Sep 22 or 23	COM	R. Azimov, First Deputy Prime Minister	Meeting request to discuss potential measures to mitigate any social risks in RESP-II and FVWRMP during cotton harvest campaign 2014 - meeting was not confirmed
	22-Sep-14	0408o/14	RESP-II SPN Mission, September-November, 2014 - revised MAL	COM	R. Azimov, First Deputy Prime Minister	Revised MAL and field visit agenda
<b>TPM in Cotton Sector</b>	30-Oct-13	email by TK	TPM draft TOR in English	UFRD	R. Gylyamov, Executive Director, Fund for Reconstruction and Development of RUz, Sh. Vafaev, Deputy Director	
	1-Nov-13	email by OD	WB Portfolio Pending issues	UFRD	R. Gylyamov, Executive Director, Fund for	Along with other issues, FCL issue was also mentioned under item #3.

Project	Date	incoming/ outgoing	Subject	sent to/ received from	addressed to	Comments
					Reconstruction and Development of RUz	
	18-Feb-14	0065o/14	Additional Measures to address FCL - response to Azimov's letter on February 6, 2014	COM	R. Azimov, First Deputy Prime Minister	Summarizing the agreement on TPM and GRM
	25-Mar-14	CF-1-2/8-1078	Saidova_comments on TPM TOR	MOE	SJK	Response to WB letter dd Feb 18 and comments on TOR and list of TWG
	28-Apr-14	0187o/14	Preparatory Mission visit, May 12-14, 2014	COM	R. Azimov, First Deputy Prime Minister	Mission announcement letter and agenda
	16-Jun-14	0253o/14	Preparatory mission Management letter and AM	COM	R. Azimov, First Deputy Prime Minister	Post mission letter and AM
	25-Jul-14	0322o/14	TPM in Cotton Sector Upcoming mission, August 4-8, 2014	COM	R. Azimov, First Deputy Prime Minister	Mission announcement letter and agenda
	18-Aug-14	0343o/14	SJK proposed visit and RFM with Azimov during Aug 21-29.2014	COM	R. Azimov, First Deputy Prime Minister	RFM to discuss TPM issues before cotton harvest starts - meeting was not confirmed
	19-Aug-14	0345o/14	TPM in Cotton Sector Upcoming mission, August 4-8, 2014 - Post mission letter and AM	COM	R. Azimov, First Deputy Prime Minister	Post mission letter and AM
	3-Sep-14	0358o/14	Additional meeting request for SJK with Norbaeva and Vafaev for September 8, 2014	COM	R. Azimov, First Deputy Prime Minister	Additonal meeting request with Norbaeva and Vafaev to brief social issues in ARD projects: RESP-II, SKWRMIP and HDP.
	11-Sep-14	0389o/14	Third Party Monitoring and Feedback Mechanism_ Upcoming mission_Sep 23 - visit of Ekaterina Romanova, Social Development Specialist	COM	R. Azimov, First Deputy Prime Minister	Introduction of Ekaterina Romanova, Social Development Specialist

Project	Date	incoming/ outgoing	Subject	sent to/ received from	addressed to	Comments
	26-Sep-14	01-09/2796	Additional measures on child and forced labor issues: letter from Ministry of Labor addressed to Laura Tuck	MoLSS	Laura Tuck	Provided clarifications on additional measures implemented to avoid FCL issues in Uzbekistan
	29-Sep-14	0421o/14	Survey on social impact of mechanization in the cotton sector (P151288), Mission October 7 - 11, 2014	COM	R. Azimov, First Deputy Prime Minister	Visit of Rob Swinkels and Ekaterina Romanova to prepare and discuss study on the social impacts of the mechanization of the cotton sector.
<b>SKWRMIP</b>	17-Oct-13	0430o/13	Additional Measures in the bank funded projects to Address Social Issues	COM	R. Azimov, First Deputy Prime Minister	Letter was sent out on Dec 3, 2014, after receipt of the original signed copy.
	29-Sep-13	0354/13	Additional Requirements for Board presentation	COM	R. Azimov, First Deputy Prime Minister	
	29-Nov-13	0429o/13	Cotton Quota in the South Karakalpakstan Project Area	MOF	R. Azimov, First Deputy Prime Minister	Follow up ltr on mtg with Sj and Azimov held on Oct 7, 2014
	20-Dec-13	0454o/13	Additional Measures in Bank funded Projects to Address Social Issues & Cotton Quota in the SK Project area	MOF	R. Azimov, First Deputy Prime Minister	RFM with SJ and Azimov for Jan 8, 2014
	13-Jan-14	0009o/14	Preparation mission, January 20-29, 2014_MAL	COM	R. Azimov, First Deputy Prime Minister	Mission announcement letter with agenda
	13-Jan-14	0013o/14	Additional Measures in Bank funded Projects to Address Child and Forced Labor	COM	R. Azimov, First Deputy Prime Minister	Follow up letter on the held meeting on January 8, 2014

Project	Date	incoming/ outgoing	Subject	sent to/ received from	addressed to	Comments
	5-Feb-14	CI-1-2/8-4-572	Saidova to SJK_comments to TPM TOR	MOE	SJK	Follow up on the meeting SJK and Azimov on Jan 8, agreed to allocate funds from RESP-II and FVWRMP to carry out the monitoring, and provided comments to TPM TOR.
	6-Feb-14	БИО/13-02/2-50	Yusupov to SJK confirming to allocate funds from FVWRMP to carry out social assessment with TPM and FCL for SKWRMIP	MOF	SJK	confirmed to allocate 35K from FVWRMP to carry out additional social assessment for SKWRMP.
	21-Jan-14	0024o/14	Field trip to south Karakalpakstan	COM	R. Azimov, First Deputy Prime Minister	Additional letter requesting GOU additional field visit to SK to visit cotton field, ginneries and meet farmers
	22-Jan-14	0028o/14	Request for a meeting with CER	CER	B. Eshonov, Director, Center for Economic Research, RUz	RFM with CER to discuss economic aspects of mechanized cotton harvesting
	23-Jan-14	0030o/14	Request for a meeting with M. Abdullaev, Dep. Min of Fin	MOF	M. Abdullaev, Deputy Minister of Finance	RFM to discuss options of developing cotton mechnization in SKWRMIP
	23-Jan-14	0032o/14	Request for a meeting with Tashkent Tractor Plant (TTZ)	TTP	Mamadaliyev, Director of Tashkent Tractor Plant	RFM to discuss issues of mechanized cotton harvesting, models of tractors, certified in UZ and get aquinted with design engineering bureau of TTF.
	10-Feb-14	0048o/14	Post mission letter and AM	COM	R. Azimov, First Deputy Prime Minister	
	15-Feb-14	NoTH-05/267	Ltr from Norbaeva, Federation Council of Trade Unions (FCTU) of RUz	FCTU	TK	Request for a meeting
	28-Feb-14	0082o/14	Appraisal mission announcement letter, Mar 10-14, 2014	COM	R. Azimov, First Deputy Prime Minister	Mission announcement letter with agenda

Project	Date	incoming/ outgoing	Subject	sent to/ received from	addressed to	Comments
	12-Mar-14	0099o/14	Revised appraisal mission dates to Mar 17-20.2014	MOF, MOE, UFRD, MAWR	M. Abdullaev, Deputy Minister of Finance, S. Shermatov, Deputy Minister of Economy, Sh. Vafaev, Deputy Director, Fund for Reconstruction and Development of RUz, Sh. Khamraev, Deputy Minister of Agriculture and Water Resources	Notification letters that the mission was postponed to one week.
	12-Mar-14	0103o/14	Response TK to Narbaeva	FCTU	T. Narbaeva, Chair, Federation Council of Trade Unions of RUz	Proposed to meet with HQ based staff during their next visit to UZ
	13-Mar-14	0109o/14	RFM with TTZ	TTZ	Mamadaliyev, Director, Tashkent Tractor PLant	RFM to follow up on meeting held in January regarding cotoon harvesting machineraies
	14-Mar-14	0111o/14	Apprasial mission_revised mission dates to Mar 24-28,2014	MOE, MOF, MAWR	M. Abdullaev, Deputy Minister of Finance, S. Shermatov, Deputy Minister of Economy, Sh. Khamraev, Deputy Minister of Agriculture and Water Resources	Notification letter that mission dates were postponed to two weeks
	19-Mar-14	0122o/14	RFM with Azimov for SJK for March 25, 2014	COM	R. Azimov, First Deputy Prime Minister	RFM to discuss CASA1000 and cotton quota of SKWRMIP.
	24-Mar-14	0131o/14	RFM with Teshaev for IdJ for March 27, 2014	MAWR	Sh. Teshaev, Minister of Agriculture and Water Resources	RFM to discuss technical aspects of the mechanization of cotton harvesting to be supplied under SKWRMIP

Project	Date	incoming/ outgoing	Subject	sent to/ received from	addressed to	Comments
	27-Mar-14	0136o/14	SKWRMIP Agreed actions prior Project Appraisal	COM	R. Azimov, First Deputy Prime Minister	Follow up on the meeting SJK and Azimov on March 25 and presenting agreed actions including revised TOR for TPM
	1-Apr-14	0146o/14	SKWRMIP: TOR for TPM and Feedback Mechanism and revised TMP TOR based on MOE comments	MOE	G. Saidova, Minister of Economy	Follow up letter on the held meeting with SJK and Saidova on Mar 28, response to MOE comments on TPM TOR and summarizing the reached agreement on the issue
	3-Apr-14	0149o/14	Final Preparation mission, April 7-11, 2014, MAL	COM	R. Azimov, First Deputy Prime Minister	Mission announcement letter with agenda
	8-Apr-14	0157o/14	Final Drfat PAD - updated with relevant covenants including TPM	COM	R. Azimov, First Deputy Prime Minister	Describes most significant changes that were incorporated
	7-May-14	0205o/14	Revisions to Negotiated PAD, LA and FA	MOF	B. Yusupov, 1 <sup>st</sup> Deputy Minister of Finance	Describes proposed amendments to PAD, LA and FA, including EAMP and Social Assessments
	24-May-14		Signed minutes of Project Negotiations		Sh. Vafaev, Deputy Director, Fund for Reconstruction and Development of RUz and Ijsbrand de Jong, TTL	Document includes items re TMP, FCL
	11-Jun-14	ГC-1-2-8-70 and ГC-1-2-8-71	Saidova to LT and JF on achieved progress and cooperation with ILO in FCL issues to support SKWRMIP and HDP projects at Board date.	MOE	Laura Tuck and Joerg Frieden	

Project	Date	incoming/ outgoing	Subject	sent to/ received from	addressed to	Comments
	1-Jul-14	0285o/14	SKWRMP and HDP: SKJ response to Mrs. G. Saidova on cooperation with the International Labor Organization	MOE	G. Saidova, Minister of Economy	Acknowledgement of Saidova's letter on achieved progress and cooperation with ILO to be presented at Board date of SKWRMIP and HDP.
	28-Aug-14	0352o/14	SKWRMIP_MAL_Sep5-11 mission	COM	R. Azimov, First Deputy Prime Minister	Mission announcement letter with agenda and Dina Umali-Deininger's visit
	5-Sep-14	0369o/14	SKWRMIP_MAL_Sep16-20 mission	COM	R. Azimov, First Deputy Prime Minister	Additional field visit and meeting requests for Maurizio Guadani
<b>FVWRMIP</b>	10-Dec-13	0445o/13	MTR mission, Nov 10-22, 2013, Post mission letter	COM	R. Azimov, First Deputy Prime Minister	AM
	2-Jul-14	0284o/14	FVWRMIP and SKWRMIP technical mission July 14-19, 2014, MAL	COM	R. Azimov, First Deputy Prime Minister	Mission announcement letter and agenda
	8-Aug-14	0336o/14	FVWRMIP and SKWRMIP technical mission July 14-19, 2014, Post mission letter and AM	COM	R. Azimov, First Deputy Prime Minister	Post mission letter and AM
	29-Sep-14	0420o/14	FVWRMP: technical mission, October 8-17, 2014	COM	R. Azimov, First Deputy Prime Minister	Mission announcement letter and agenda
<b>HDP</b>	23-Dec-13	0458o/13	HDP Preparation mission, Nov 4-Dec7, 2013 - Post mission letter and AM	COM	R. Azimov, First Deputy Prime Minister	Am contains strengthening FCL issues
	12-Feb-14	0055o/14	HDP: Social Assessment Consultant	RRA	N. Najimov, General Director, Rural Restructuring Agency	request support to conduct social assessment using unallocated funds of RESP-II

Project	Date	incoming/ outgoing	Subject	sent to/ received from	addressed to	Comments
	29-Apr-14		HDP: Signed minutes of the project Negotiations on April 29, 2014		B. Yusupov, 1 <sup>st</sup> Deputy Minister of Finance and D. Khidirov, TTL	FCL is mentioned under the safeguards items.
<b>Additional materials</b>	April, 2014		RESP-II PIU has developed a presentation on child labor and gender issues and used during spring farmer trainings in the regions and disseminated to WCAs and farmers.	RRA		
	27-May-14	132	On additional measures on implementation of conventions of International Labour Organization (ILO) ratified by Republic of Uzbekistan in 2014—2016	COM	Sh. Mirziyoev, Prime Minister of RUz	
	3-Jun-14	email shared by Elena Karaban	Uzbek-German Forum: "Forced Labor in Uzbekistan - Report on the 2013 Cotton Harvest"			Full report at: <a href="http://uzbekgermanforum.org/wp-content/uploads/2014/06/Forced-Labor-in-Uzbekistan-Report-2013.pdf">http://uzbekgermanforum.org/wp-content/uploads/2014/06/Forced-Labor-in-Uzbekistan-Report-2013.pdf</a>
	8-Aug-14	Minutes No. 111	On measures on harvesting 2014 cotton crop	COM	Sh. Mirziyoev, Prime Minister, RUs	Mwvting held in COM on Aug 6, 2014, and item 3 emphasizes not to involve school pupils, secondary and higher education students below 18 years old.
	28-Aug-14	Decision No. 719	On measures of large-scale involvement of voluntary helpers (participants of hashar) to Jizzakh and Sirdarya regions of the Republic in connection with the beginning of 2014 cotton harvesting campaign	Tashkent city khokim	Usmanov, Mayor of Tashkent city	

<p>CER – Center for Economic Research  COM – Cabinet of Ministers  FCTU – Federation Council of Trade Unions  MAWR – Ministry of Agriculture and Water  MOE – Ministry of Economy Resources  MOF – Ministry of Finance</p>	<p>MoLSS – Ministry of Labour and Social Security  RRA – Rural Restructuring Agency – Project Implementation Unit for RESP-II  TOR – Terms of Reference  TTP (TZ) – Tashkent Tractor Plant  UFRD – Uzbek Fund for Reconstruction and Development</p>
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### Annex 10: Map Second Rural Enterprise Support Project

