TECHNICAL ASSISTANCE MANUAL (PART E OF PROJECT OPERATIONS MANUAL)

ELECTRICITY ACCESS SCALE-UP PROJECT (EASP) (UECCC SCOPE - EASP Components 2, 3 and 4)

7 July, 2023

Acronyms

CCS Clean Cooking Solutions

CIRCODU Centre for Integrated Research and Community Development Uganda

CREEC Centre for Research on Energy and Energy Conservation

CSF Credit Support Facility

EASP Electricity Access and Scale-Up Project

EOI Expression of Interest ESCO Energy Service Company

ESMS Environmental and Social Management System

FI Financial Institution
GoU Government of Uganda

MEMD Ministry of Energy and Mineral Development

MFI Microfinance Institution

MIS Management Information System MOU Memorandum Of Understanding NGO Non-Government Organization

PCG Partial Credit Guarantee

PFI Participating Financial Institution (in the CSF)

PUE Productive Use Equipment
POM Project Operations Manual
RBF Results Based Financing

REOI Request for Expression of Interest

RFP Request for Proposal

RHD Refugee and Host Community Districts

SHS Solar Home System
TA Technical Assistance

TRG Technology Risk Guarantee

UECCC Uganda Energy Credit Capitalisation Company

UGX Uganda Shillings
USD United States Dollars

USEA Uganda Solar Energy Association

UNACC Uganda National Alliance on Clean Cooking

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1 Introduction

This Technical Assistance Manual constitutes PART E of the Electricity Access and Scale-up Project (EASP) Project Operations Manual (POM) for Uganda Energy Credit Capitalisation Company (UECCC) (EASP POM for UECCC) as shown in Table 1 highlighted below. It is intended as a manual for providing technical assistance to private companies, financial institutions, and NGOs to enable them to participate effectively in the EASP.

Table 1. Structure of EASP POM for UECCC

EASP POM PARTS	Contents
PART A – Introduction and Annexes	Description of EASP, Roles of Stakeholders, etc.
PART B – Credit Support Facility Manual	LOC to PFIs, Direct Lending, Guarantees
PART C – RBF Manual	RBFs for SHS, Improved CCS and PUE
PART D – Public Institutions Manual	Electrifying and Clean Cooking Solutions
PART E – Technical Assistance Manual	Scope and Implementation of TA Program

The Technical Assistance (TA) Facility is a separate window under EASP and synergizes with the other instruments offered under EASP, namely the Credit Support Facility (CSF), Partial Credit Guarantees (PCGs), Technology Risk Guarantees (TRGs), Results Based Financing (RBF) grants, and public institutions grants. Eligible entities may apply for technical assistance funding together with any of the other instruments.

2 Terms and Conditions

2.1 Purpose of the Facility

The TA Facility will complement UECCC's activities and instruments under EASP. The objective of TA support is to help the Beneficiaries and other project stakeholders build capability and skills and address barriers to effective service delivery.

2.2 Eligible Beneficiaries

Eligible Beneficiaries that receive assistance directly from the TA Facility include the following:

- Participating Financial Institutions (PFIs) in the EASP, and Financial Institutions (FIs) in the process of applying to be PFIs.
- Energy Service Companies (ESCOs) including companies offering Solar Home Systems (SHS), Productive Use Equipment (PUE), and Clean Cooking Solutions (CCS).
- Non-Government Organizations (NGOs) active in solar, clean cooking, or productive use sectors.
- Other stakeholders in EASP including but not limited to:

- a) Technical quality standards and testing agencies.
- b) Clean energy associations, for example Uganda Solar Energy Association (USEA) and Uganda National Alliance on Clean Cooking (UNACC).
- c) Agencies and companies involved in e-waste management.

The list of eligible Beneficiaries may be expanded based on identified need to facilitate EASP implementation.

2.3 Eligible Purposes

The eligible purposes will include but not be limited to the following:

i). For Participating Financial Institutions (PFIs)

- Support to FI to establish an Environmental and Social Management System (ESMS).
- Training in loan appraisal for clean energy lending.

ii). For Energy Service Companies and NGOs active in solar or clean cooking sectors

- Product quality certification and testing including helping ESCOs to design quality products and prepare for product testing, and linkage to testing organisations for example Centre for Research on Energy and Energy Conservation (CREEC) and Centre for Integrated Research and Community Development Uganda (CIRCODU) to facilitate UNBS certification. Helping ESCOs to pay for testing and certification costs.
- Strategic Marketing and Distribution Plans relating to expanding into unserved and underserved areas, including Refugee and Host Community Districts (RHDs).
- IT training to enable interface with UECCC EASP Management Information Systems (MIS) and other digital platforms such as Prospect, business clinics for demonstration/training of clean energy technologies, including SHS, PUE, and CCS.
- Enhancing readiness for meeting ESMS requirements including handling of e-waste. This includes market intelligence and capacity building related to e-waste management.
- Training in UECCC Environmental and Social Management System (ESMS).
- Support to develop company specific ESMP.

iii). For Other stakeholders

- Support to USEA members to address technical/business capacity gaps.
- Support to UNACC members to address technical/business capacity gaps.
- Support to Uganda National Bureau of Standards (UNBS) to address technical quality standards gaps required for EASP implementation.
- Support to technical testing agencies such as CREEC and CIRCODU to address product testing capacity gaps required for EASP implementation.

The eligible purposes for TA will be expanded beyond the above listed during implementation based identified demand and supply side barriers inhibiting effective EASP implementation.

Applicants for TA support can propose other uses. The rationale for the support will be explained in such applications and evaluated on merit by UECCC.

2.4 Selection Criteria for Beneficiaries

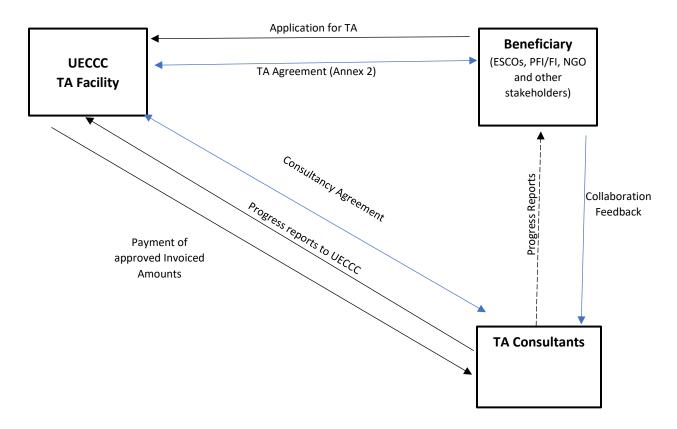
- PFIs and FIs: PFIs that satisfy eligibility criteria under PART B Credit Support Facility (CSF) of the POM qualify to apply for TA under EASP. FIs that satisfy all the eligibility criteria except for the capability to comply with ESMS requirements are eligible to receive TA to build their capability to comply with such requirements.
- **ESCOs**: Energy Service Companies (ESCOs) that satisfy eligibility criteria under PART B (CSF), PART C (RBF) or PART D (Public Institutions) of the POM. ESCOs that satisfy all the eligibility criteria except for the product quality requirements are eligible to receive TA including to achieve required product quality standards.
- NGOs: NGOs active in SHS, PUE or CCS sectors qualify to apply for TA under EASP.
- Registered clean energy associations (e.g., USEA).
- Agencies and companies involved in e-waste management.

2.5 Terms and Conditions of Grants

- **Grant Currency:** Grants may be disbursed in Ugandan Shillings (UGX) or US Dollars (USD) based on the activity.
- **Grant Size:** Grant size will be determined based on the activity to be financed with minimum size of USD 3,000 equivalent and maximum of USD 50,000 or equivalent in UGX. Multiple applications for TA are permitted subject to the maximum of USD 50,000.
- **Payment Conditions:** UECCC will make grant payments directly to consultants against verified deliverables.

3 Implementation Arrangements

Figure 1 – Implementation Arrangements



As shown in Figure 1, the eligible Beneficiary will apply for TA support to UECCC. UECCC will review the application and prepare TORs (pro-forma at Annex 1) for approved TA applications. UECCC will carry out the procurement process and sign a Consultancy Agreement with the selected Consultant for provision of TA Services to the Beneficiary. UECCC will also sign a TA Agreement (pro-forma at Annex 2) with the Beneficiaries of the TA.

3.1 Applications for Technical Assistance

Eligible Beneficiaries will submit TA proposals including the following:

- **1. Profile on the Applicant**. Type of organisation, main products, services and activities, involvement in relevant projects, business partners, years in business, presence in Uganda, financial reports, ownership.
- 2. Problem statement. The barrier the TA grant will address, e.g. functional areas where the applicant requires assistance, describing the areas that require improvement and how this relates to the objectives of the TA.
- **3. Objectives of the Technical Assistance**. This section explains why the applicant needs TA and how the TA will contribute to the objectives of EASP.
- **4. Scope of Work, deliverables, and expected outcomes**. This section provides an outline of the Terms of Reference for the Consultant.
- **5. Total cost estimate and cost breakdown.** A breakdown of the estimated total cost of the assistance including consulting time and expenses or cost of goods and related direct costs.
- **6. Applicant's contribution**. Contribution of own funds and other donors' funds if any and applicant's staff directly involved, including team leader, job titles and time commitments
- **7. Amount of Grant requested.** Total cost less applicant's contribution if any.
- 8. Proposed Timing. Proposed start and end date of the assignment
- 9. List of Attachments

3.2 Consultancy Agreement between UECCC and Consultants

The Consultancy Agreement between UECCC and the Consultant specifies the scope of services to be rendered, deliverables/milestones, duration of contract, contract amount, key personnel, and reporting in accordance with the TORs (Pro-forma TORs are at Annex 1).

3.3 Technical Assistance Agreement between UECCC and the Beneficiary

The TA Agreement between UECCC and the Beneficiaries (pro-forma at Annex 2) is premised on the Beneficiaries' approved TA application and provides a framework for collaboration in respect of the TA assignment implementation between UECCC, the Beneficiary and the Consultant. It specifies the Beneficiaries' responsibility including but not limited to:

- (a) Ongoing support to the consultant with regard to information sharing, consultative meetings, introduction to key stakeholders etc.
- (b) Permit UECCC or persons designated by UECCC to undertake monitoring of the funded activities.
- (c) Provide Beneficiary acceptance/feedback on deliverables/milestones to UECCC as input towards the payment of Consultant's invoices.
- (d) Provide formal written feedback to UECCC on consultant performance at the end of the assignment.

3.4 Procurement of Consultants/Suppliers

Consultants will be selected through a competitive procurement process undertaken by UECCC in accordance with World Bank Procurement Regulations. UECCC will be responsible for preparing the Terms of Reference (TORs) for the assignment based on the Beneficiary's application for TA.

UECCC will employ the following options for procuring Consultants:

Option 1. UECCC will competitively establish Framework Agreements with consulting firms that are experienced in a broad range of TA areas to carry out multiple assignments. For each TA support agreed with the Beneficiary, the UECCC will select one of the firms among those with an existing Framework Agreement.

Option 2. For less frequently requested TA activities, or for assignments for which no suitable consultant from those that signed the Framework Agreement with UECCC is available, UECCC will competitively procure consulting firms or individual consultants to carry out these assignments.

For both Options 1 and 2, UECCC will sign a TA Agreement with the Beneficiary (proforma TA agreement at Annex 2).

3.5 Grant Disbursement Process

The Consultant will work with the Beneficiary according to the TORs included in the TA Contract. The Consultant will submit assignment completion report for short term assignments to UECCC and interim progress reports for longer term assignments. The Consultant will invoice UECCC as per the payment schedule in the Consultancy Agreement. The Beneficiary will confirm to UECCC that each payment milestone has been completed. UECCC will review the invoice against progress reports and assignment completion reports and, if needed, request additional information from the Beneficiary the Consultant to certify completion of the milestone. UECCC may also visit the site if needed. UECCC will then pay the Consultant directly, according to the agreed payment terms.

3.6 Environmental and Social Requirements

The Beneficiaries and Consultants will be required to comply with the UECCC Environmental and Social Management System (ESMS) requirements. In the event of non-compliance, UECCC has the right to suspend or terminate the TA and Consultancy Agreements, respectively.

3.7 Reporting, Monitoring & Evaluation

Monitoring will be by means of progress reports prepared by the Consultant based on predefined milestones, reviewed by the Beneficiary and submitted by the Consultant to UECCC with documentation attached, if needed, to verify achievement of milestones. UECCC also has the right to conduct site visits to verify the achievement of milestones.

UECCC shall incorporate a summary of these progress reports into its quarterly performance reports to Government of Uganda and World Bank. The reports will be in a format in Annex 3.

4 Technical Assistance Implemented by UECCC

The following activities undertaken by UECCC or by consultants hired by UECCC are eligible for TA under the EASP. The activities to be undertaken will be planned on an annual basis and submitted as part of UECCC's Annual Workplan to the World Bank for approval.

- Conducting a range of studies in the energy sector on market intelligence assessments to increase understanding and uptake of solutions for clean cooking, clean fuels, and incomegenerating activities.
- ii). Conduct assessments to inform implementation of the priority areas identified for closing the gender gaps, and refugees and their host communities.
- iii). Provide training to participating ESCOs on women empowerment and gender mainstreaming in service delivery (e.g., gender planning, gender strategy, gender action plan and building in gender incentives to achieve gender-oriented targets).
- iv). Capacity development of participating PFIs, ESCOs, NGOs and other stakeholders in support of lending for energy access such as Credit Appraisal, Monitoring and Evaluation and other identified areas.
- v). Offering technical support to improve business efficiency of private energy companies, PFIs and other stakeholders such as NGOs in assessing options for expanding the market for increased access to quality energy products and services, including in RHDs.
- vi). Strengthening the capacity of stakeholders to effectively deliver energy solutions for refugees and their host communities,
- vii). Capacity Development of UECCC including but not limited to:
 - a. IT systems required for EASP implementation (remote monitoring and implementation monitoring, management information system, customer relationship management, financial management and reporting).
 - b. Training of UECCC staff based on needs assessment, including benchmarking study tours to other projects relevant to EASP.
- viii). Development of the EASP marketing strategy including a project specific communication manual for RBF to be adopted by each company.
- ix). Assist MEMD with conducting consumer awareness and education about the benefits of modern energy technologies, including in RHDs. This also includes generating knowledge about e-waste, such as disposal strategies, health risks posed by the technology solutions, and other related issues. End-beneficiaries that will benefit from consumer awareness programs and learning about new opportunities arising from the consumer awareness and education include private entrepreneurs, small and medium enterprises, farmers, and households.

5 Technical Assistance Manual - Annexes

Annex 1 – Pro-Forma Terms of Reference for the Technical Assistance

UGANDA ENERGY CREDIT CAPITALISATION COMPANY ELECTRICITY ACCESS SCALE UP PROJECT (EASP)

TERMS OF REFERENCE FOR TECHNICAL ASSISTANCE FOR THE CONSULTANT

1.0 BACKGROUND

2.0 PURPOSE OF THIS CONSULTANCY

The main objectives of the consultancy will be as follows: -

3.0 SCOPE OF SERVICES

The consultant will undertake the following tasks:

3.1 Task 1: [DEFINITION]

Key Deliverable for Task 1: {DELIVERABLES}

3.2 Task 2: [DEFINITION]

Key Deliverable for Task 2: [DELIVERABLES]

3.3 Task 3: [DEFINITION]

Key Deliverable for Task 3: -[DELIVERABLES]

{ETC. FOR OTHER TASKS AS NEEDED]

4.0 CONSULTANT REQUIREMENTS AND QUALIFICATIONS

5.0 DELIVERABLES AND TIMELINES

Deliverables	Content	Required	Payment
		time (in	
		number of	
		days from	
		contract	
		signing)	
Total Days			100%

6.0 REPORTING

The Consultant will report to the [UECCC CONTACT]. Formal reports will be submitted to:

The Managing Director, Uganda Energy Credit Capitalisation Company Amber House, Plot 29/33 Kampala Road, 3rd Floor, Block E P.O Box 29725 KAMPALA

7.0 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT UECCC will provide the Consultant with [DESCRIPTION]

Annex 2 - Pro-Forma Technical Assistance Agreement between UECCC and Beneficiary

THIS AGREEMENT is made on this Day of202					
BETWEEN					
UGANDA ENERGY CREDIT CAPITALISATION COMPANY LIMITED a Company registered in accordance with the Companies Act vide registration noand having its registered office at Plot 29/33 Kampala Road 3rd Floor Block E Amber House P.O Box 29725, Kampala (hereinafter referred to as 'UECCC' which expression shall where the context so admits, include its successors in title and assigns)					
AND					
AND herein afterwards collectively referred to as "the parties".					
WHEREAS, the Government of Uganda (GOU) has approved the Electricity Access Scale-UP project (EASP) funded by the World Bank and GOU has agreed to make available to the UECCC part of the Financing under the Subsidiary Financing Agreement dated					
WHEREAS , the EASP provides for Technical Assistance Grants, with the aim of building the capacity of companies, financial institutions and NGOs to more effectively participate in activities that contribute to the success of EASP.					
WHEREAS, the Beneficiary has qualified to receive Technical Assistance on the basis of its Application for TA submitted to UECCC.					
WHEREAS, (Consultant) has been selected to undertake the Technical Assistance assignment in accordance with the Term of Reference (ToRs) at Annex 1					

NOW THE PARTIES AGREE AS FOLLOWS

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide a framework for collaboration in respect of the TA assignment implementation between UECCC, the Beneficiary and the Consultant in accordance with the ToRs in Annex 1 and the Consultancy Agreement signed between UECCC and the Consultant.

2. Technical Assistance Grant

- 2.2 The Parties agree that the Technical Assistance is provided solely for the purposes specified in Clause 2.1 above and shall not be applied to any other purpose.
- 2.3 The Technical Assistance assignment will be executed by (Consultant) in accordance with the TORs in Annex 1 and the Consultancy Agreement signed between UECCC and the Consultant.

3. NATURE OF OBLIGATIONS

3.1 **Obligation of UECCC**

- (a) Supervise the Consultant.
- (b) Disburse TA grant amount for completed milestones as per the payment schedule included in the signed Consultancy Agreement.

3.2 **Obligation of the Beneficiary**: The Beneficiary **undertakes** to UECCC that it shall:

- (a) Provide ongoing support to the Consultant with regard to information sharing, consultative meetings, introduction to key stakeholders, access to premises/site etc.
- (b) Permit UECCC, the World Bank or persons designated by UECCC to undertake monitoring of the funded activities including site visits on dates agreed with the Beneficiary.
- (c) Provide Beneficiary acceptance/feedback on deliverables/milestones to UECCC as input towards the payment of Consultant's invoices.
- (d) Provide formal written feedback to UECCC on Consultant performance at the end of the assignment.

COMMENCEMENT OF THE AGREEMENT

This Agreement commences on the date of signing by both parties.

VALIDITY OF AGREEMENT

The validity of this Agreement is subject to availability of funds at UECCC during project duration. Any cancellation or modification from the World Bank or Government of Uganda in any form that affects availability or modification of the funds will have similar effect on this Agreement.

DURATION OF AGREEMENT

CONDITIONS FOR PAYMENT OF THE GRANT

Payment of each Grant Instalment will be made by UECCC directly to the Consultant, subject to the following conditions being satisfied:

- The Consultant having completed each Grant Payment Milestone with satisfactory deliverables, as defined in the ToRs.
- The Consultant having submitted a Disbursement Request to UECCC with attached invoice and evidence of achievement of each milestone.
- The Consultant having submitted satisfactory progress reports to UECCC on previously completed milestones.

SUSPENSION OF THE TA AGREEMENT BY UECCC

Notwithstanding the foregoing provisions, UECCC may suspend this Agreement by not less than one (1) month's written notice of suspension to the Beneficiary upon the happening of any of the following:

- i) When the Beneficiary is not compliant with the UECCC E&S requirements (available at the UECCC website- www.ueccc.or.ug).
- ii) Suspension of the IDA Financing Agreement by the World Bank and/or the Subsidiary Financing Agreement by the Government of Uganda

TERMINATION OF THE AGREEMENT BY UECCC

Notwithstanding the foregoing provisions, UECCC may terminate this Agreement by not less than one (1) month's written notice of termination to the Beneficiary upon the happening of any of the following:

- i). The Beneficiary is declared insolvent or becomes bankrupt or enters any arrangement with creditors.
- ii). The Consultant is declared insolvent or becomes bankrupt or enters any arrangement with creditors.
- iii). The Consultant has obtained the award of the assignment or any portion of the TA Grant Amount through fraud or misrepresentation.
- iv). Termination of the IDA Financing Agreements by the World Bank and/or the Subsidiary Financing Agreement by the Government of Uganda.

CONFIDENTIALITY:

- a) Save as indicated in (b) below, neither Party shall directly or indirectly reveal, report, publish or disclose confidential information to any person, firm or corporation not expressly authorized by the other Party to receive such information or use such information.
- b) UECCC may, at any time, provide to the World Bank, the Ministry of Energy and Mineral Development or any other authorized arm of Government, information relating to the Technical Assistance Grant Agreement.
- c) For purposes of this Agreement, Confidential Information means:
 - i) any information relating to the Technical Assistance Agreement including but not limited to, forecasts, accounting records or any other financial information which, if disclosed, could negatively affect a Party to this Technical Assistance Agreement. Confidential information also includes related information that may be disclosed in connection with financial information, including but not limited to identification and account numbers, PINs, passwords, the identity or financial status of investors or partners, or other information conveyed in writing or in discussion that is indicated to be confidential.
 - ii) any information which is non-public, confidential, technical, or proprietary in nature, including third-party information and, where applicable, technical; or business information, regardless of form, furnished or disclosed by the Disclosing Party to the Receiving Party whether or not the Receiving Party has indicated that

such information is confidential but which the Receiving Party should reasonably expect to be confidential.

d) Confidential Information shall not include information that:

- i) is now or becomes generally known or readily available to the public, other than through a breach of this Agreement;
- ii) is subsequently, lawfully and in good faith obtained from a third party owing no obligation of confidentiality to the Disclosing Party and without breach of this Agreement; or
- iii) the Receiving Party can establish was in its possession prior to the date of disclosure of such Confidential Information by the Disclosing Party
- iv) is independently developed by the Receiving Party. without use of or reference to any Confidential Information of the Disclosing Party.

MONITORING

In carrying out the activities under this agreement, the Beneficiary undertakes to provide access to UECCC and the World Bank or any persons authorised by them, upon issuance of notice to visit and carryout checks as they may deem necessary on the funded activities.

INDEMNITY

The Beneficiary agrees and declares that UECCC is totally and absolutely free of any form of liability or responsibility for any act, omission in relation to this Agreement save where such Act results from willful misconduct by UECCC acting in its corporate capacity as an institution under the EASP.

APPLICABLE LAW AND GOVERNING LANGUAGE:

The Law applicable to this agreement shall be the Ugandan Law. The governing language of this agreement shall be English.

DISPUTE RESOLUTION:

All disputes arising between the parties shall be resolved amicably by the parties, failure of which the matter shall be referred to the courts of law in Uganda.

NOTICES:

- i) Notice shall be deemed to have been duly given, made or sent when it shall be delivered by hand or mail, or fax, to the party to which its required or permitted to be given or posted at the address of such party hereinafter specified, or such other address as such party shall have designated by notice to the party giving such notice or making such request.
- ii) The notices under clause (i) above shall be in writing addressed as follows:

For UECCC

The Managing Director,
Uganda Energy Credit Capitalisation Company
P.O. Box 29725
Kampala

For the Beneficiary	
P O Box	

IN WITNESS WHEREOF the parties hereto put the signatures and seals on the date first above-mentioned.

For UECCC:				
Name				
Title				
Date:		 	_	
Witness				
Sign	_	 	_	
Name				
Title				
For Beneficiary:				
Name	_			
Title				
Date:				

EASP POM UECCC PART E – Technical Assistance Manual

Witness		
Sign	-	
Name	_	
Title		

Annex 3— UECCC Reporting to GOU and World Bank

Name of Beneficiary	Date of Consultancy/Supply Agreement	Name of consultant/Supplier	Total Contract Amount	Contract amount Disbursed	UECCC assessment of Progress, against Milestones