Financing Agreement

(Emergency Infrastructure Renewal Project)

between

REPUBLIC OF CÔTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated 16 JUIL 2012, 2012
GRANT NUMBER H790-CI

FINANCING AGREEMENT

AGREEMENT dated 16 JUIL 2012, 2012, entered into between REPUBLIC OF CÔTE D’IVOIRE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to sixty-four million five hundred thousand Special Drawing Rights (SDR 64,500,000) (“Financing”) to assist in financing the project described in Schedule I to this Agreement (“Project”).

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Payment Dates are March 15 and September 15 in each year.

2.05. The Payment Currency is Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project, and cause the following components and sub-components of the Project to be carried out through the respective implementing agencies (“Implementing Agencies”) as follows, and in accordance with the provisions of Article IV of the General Conditions:

(a) Parts A.1 (a) and (b), B.1 and B.2 of the Project through AGEROUTE;
(b) Parts A.2 and B.3 (b) of the Project through ONEP;

(c) Part A.3 of the Project through DAD;

(d) Part A.4 of the Project through CIE;

(e) Part A.1 (c) of the Project through AGEROUTE and with the technical support of CIE; and

(f) Parts A.1 (d) and B.3 (a) of the Project through DGC and, in the case of health centers, with the technical support of DIEM.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Events of Suspension consist of the following:

(a) Any action has been taken for the dissolution, disestablishment or suspension of operations of any of the Implementing Agencies.

(b) The legislation or other instrument governing the establishment or operations of any of the Implementing Agencies has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Implementing Agency to perform any of its obligations under this Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) The Project Management Contract has been duly executed, on terms and conditions acceptable to the Association, between the Recipient and PCU-EIRP.

(b) The Delegated Management Contracts have been duly executed, on terms and conditions acceptable to the Association, between the Recipient acting through PCU-EIRP and each of the Implementing Agencies.

5.02. The Additional Legal Matters consist of the following:
(a) The Project Management Contract has been duly authorized or ratified by the Recipient and PCU-EIRP, and is legally binding upon the Recipient and PCU-EIRP in accordance with its terms.

(b) Each Delegated Management Contract has been duly authorized or ratified by the Recipient acting through PCU-EIRP, on the one hand, and the Implementing Agency, on the other, and is legally binding upon the Recipient acting through PCU-EIRP, and the Implementing Agency, in accordance with its terms.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

5.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister of Economy & Finance.

6.02. The Recipient’s Address is:

Ministry of Economy & Finance
B.P. V-163
Abidjan
Côte d’Ivoire

Cable: MINFIN Facsimile: 225-20-30-25-25
Abidjan 225-20-30-25-28

6.03. The Association’s Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.
AGREED at J.6 JUIL 2012, as of the day and year first above written.

REPUBLIC OF CÔTE D'IVOIRE

By: 
Authorized Representative

Name: ________________________________

Title: ________________________________

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: 
Authorized Representative

Name: ________________________________

Title: ________________________________
SCHEDULE 1

Project Description

The objective of the Project is to improve access to basic infrastructure in targeted urban and rural areas.

The Project consists of the following parts:

**Part A: Urban Infrastructure Rehabilitation**

1. **Road Rehabilitation.** Rehabilitation of about 80 kilometers of primary and secondary roads in Abidjan, Korhogo, Bouake, Abengourou, San Pedro and Soubre, including: (a) rehabilitation, re-gravelling and paving of selected roads; (b) storm water drainage cleaning and rehabilitation; (c) street lighting rehabilitation; and (d) rehabilitation of damaged/aging schools, health centers and public buildings in the impact areas of rehabilitated roads.

2. **Water Supply.** Carrying out of a program of activities designed to increase access to and improve the quality of water supply services for residents in the peri-urban neighborhoods of Abidjan, Yamoussoukro, Bouake and Korhogo, including: (a) rehabilitation of some of the existing water production infrastructure, and (b) extension of water distribution networks.

3. **Sanitation, Drainage and Flood Prevention.** Implementation of a program of physical investments and associated services designed to reduce the number of people affected by periodic flooding in targeted neighborhoods of Abidjan, including: (a) remediation of: (i) the drainage systems of Gourou and Bay of Cocody catchment areas (Carrefour de l'Indien); (ii) Bonoumin basin, and (iii) Abobo catchment areas (Bokabo, Akeko, and Clouetcha), including reduction of pollution of water discharged into the lagoon of Abidjan (solid waste intake, sediments and organic materials); (b) rehabilitation of storm water networks in Treichville; (c) replacement of storm water covers on the main roads of Abidjan; (d) finalization of the development plan, together with associated works, in view of the establishment of an effective drainage of the Banco basin, and (e) establishment of a new drainage master plan for the cities of Korhogo and Abengourou, actualization of existing drainage master plans for Yamoussoukro and Bouaké, and finalization of ongoing drainage master plans for San-Pedro and Daloa.

4. **Electricity and Public Lighting.** Implementation of a program of activities designed to rehabilitate the public lighting system in Abidjan and Bouake, and extend electricity to households in peri-urban areas in Yamoussoukro and Korhogo, including: (a) rehabilitation of the public lighting network on some of Abidjan's main roads; (b) conversion of existing mixed and mercury vapor lamps.
into high density sodium vapor lamps in Abidjan; (c) rehabilitation and extension of public lighting in Bouake; (d) rehabilitation of electricity distribution network in Yamoussoukro, and extension of the network to peri-urban areas of Kokrenou, Morofé, and Nanan; and (e) extension and rehabilitation of part of the distribution network in Korhogo, along with regularization of illegal connections.

Part B: Rural Infrastructure Rehabilitation

1. **Rural Roads.** Implementation of a road rehabilitation and maintenance program designed to improve a network of about 700 kilometers of rural roads, linking agricultural production areas of the Nawa Region to Soubre, the capital of the Nawa Region, and to improve the linkage between the primary road network of the Bas-Sassandra Region and the Port of San-Pedro.

2. **Bridge Construction.** Construction of the Bassawa Bridge on Comoé River.

3. **Rehabilitation of Economic and Basic Social Infrastructure.** Rehabilitation of existing basic social infrastructure facilities in rural areas of the Nawa Region and more broadly across the district of San Pedro, including: (a) rural water supply systems required to increase access to and improve the quality of water supply; and (b) preparation of a master plan for the development of the town of Soubre, including a feasibility study for a logistics platform for the marketing of agricultural products.

Part C: Project Management and Coordination

Provision of technical advisory services and material support as needed, including training, workshops and study tours, to support management and coordination of the Project, and to reinforce the capacity of selected institutions critical to implementation of the Project, and policy dialogue on road maintenance, sanitation, drainage, and water and electricity supply.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Provisions

1. The Recipient shall:
   
   (a) establish and thereafter maintain a steering committee ("Steering Committee"), to be chaired by the Minister of Economic Infrastructure or his designate, and whose mandate, terms of reference and composition shall be acceptable to the Association: (i) to be responsible for overall guidance and strategic oversight of the Project, and (ii) to verify that activities are coherent with sector strategy and ensure cross-sectoral coordination with other line-ministries.

   (b) designate the PCU-EUIP to be the Project Coordination Unit for the Project ("PCU-EIRP"), to be headed by a Project Coordinator, and to be responsible for coordination, and monitoring and evaluation, of the Project, including: (i) preparation of Annual Work Plans and Budgets; (ii) procurement and financial management matters, and reporting; (iii) communication activities; and (iv) filing and compilation of documents for audit purposes.

2. The Recipient shall ensure that:

   (a) the PCU-EIRP shall, subject to the overall guidance and strategic oversight of the Steering Committee, be responsible for day-to-day coordination, and monitoring and evaluation, of the Project, in close collaboration with the Implementing Agencies;

   (b) in order to complement its existing staff, PCU-EIRP shall, not later than three (3) months after the Effective Date, proceed to the recruitment of a procurement specialist, a procurement assistant and a financial management assistant, all of whom shall have qualifications and experience acceptable to the Association; and

   (c) the positions of Project Coordinator and other key personnel of PCU-EIRP shall be kept filled at all times by persons having qualifications and experience acceptable to the Association.
B. Project Implementation Obligations

1. (a) To facilitate the carrying out of the Project, the Recipient shall conclude a Project Management Contract with PCU-EIRP ("Project Management Contract"), on terms and conditions acceptable to the Association, vesting responsibility in PCU-EIRP for the overall management, and monitoring and supervision, of the Project, and giving details of the role and responsibilities of PCU-EIRP thereunder.

(b) The Recipient shall, through PCU-EIRP, conclude a delegated management contract ("Delegated Management Contract"), on terms and conditions acceptable to the Association, with each of the Implementing Agencies, vesting responsibility in each of the Implementing Agencies for the management of their respective Parts of the Project, and specifying their respective roles and responsibilities thereunder.

(c) The Recipient shall exercise its rights and carry out its obligations under the Project Management Contract and each Delegated Management Contract in such manner as to protect the interests of the Recipient and the Association, and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Project Management Contract or any Delegated Management Contract, or any of the provisions thereof.

2. (a) Not later than three (3) months after the Effective Date, the Recipient shall, subject to the prior approval of the Association, update, adapt or otherwise amend the Project Implementation Manual, including the Financial and Accounting Manual, as needed to reflect the specific content and design of the Project, and ensure consistency with its objective.

(b) The Recipient shall implement the Project in accordance with the Project Implementation Manual, including the Financial and Accounting Manual; provided, however, that, in case of any discrepancies between the provisions of the Project Implementation Manual or the Financial and Accounting Manual, and those of this Agreement, the provisions of this Agreement shall prevail.

(c) Except as the Association shall otherwise agree, the Recipient shall not amend or waive any provision of the Project Implementation Manual or the Financial and Accounting Manual if, in the opinion of the Association, such amendment or waiver may materially and adversely affect the implementation of the Project.
3. The Recipient shall:

(a) not later than eighteen (18) months after the Effective Date, undertake, in conjunction with the Association, a mid-term review of the Project (the "Mid-term Review"), covering the progress achieved in the implementation of the Project;

(b) not less than three (3) months prior to the beginning of the Mid-term Review, prepare under terms of reference satisfactory to the Association, and furnish to the Association, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient continued carrying out of the Project and the achievement of the objective of the Project during the period following such date; and

(c) following the Mid-term Review, act promptly and diligently in order to take, or cause to be taken, any corrective action deemed necessary by the Association to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objective of the Project.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Safeguards

1. The Recipient shall:

(a) not later than three (3) months after the Effective Date, prepare and adopt an Environmental and Social Management Framework ("ESMF") and a Resettlement Policy Framework ("RPF"), both of which shall be acceptable to the Association and fully compliant with the Association's social and environmental policies, taking steps as needed to ensure that they are both duly disclosed and made publicly available for public consultations; and

(b) proceed thereafter to implement the Project in accordance with the ESMF, RPF and other Safeguard Instruments.

2. Where required in terms of the ESMF or RPF, for the purposes of any component or subcomponent of the Project, the Recipient shall proceed to have a RAP or EMP, or other Safeguard Instrument, as the case may be:
3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and furnish to the Association, as part of the Project Reports, reports in form and substance satisfactory to the Association on the status of compliance with the Safeguard Instruments, giving details of:

(a) measures taken in furtherance of such Safeguard Instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and

(c) remedial measures taken or required to be taken to address such conditions.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and set forth in the Project Implementation Manual. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than forty-five (45) after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association, as part of the Project Report, after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the
Financial Statements shall cover the period of one Fiscal Year. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants' Services. All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the following additional provisions, namely: i) except with the Association's prior concurrence, the Recipient shall not reject all bids or, if only one bid is received, the sole bid, and solicit new bids, and ii) the point system shall not apply, and bids shall not be rejected on the ground that they are either too high or too low; (c) Shopping; and (d) Direct Contracting.
C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Selection based on Consultants’ Qualifications; (c) Single-source Selection of consulting firms; (d) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (e) Single-source procedures for the Selection of Individual Consultants.

D. **Review by the Association of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. **Withdrawal of the Proceeds of the Financing**

A. **General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the category of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocation of the amount of the Financing to the Category, and the percentage of expenditures to be financed for Eligible Expenditures in the Category:
### Table

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, works, consultants' services,</td>
<td>64,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs and Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td>64,500,000</td>
<td></td>
</tr>
</tbody>
</table>

### B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $12,500,000 equivalent may be made for payments made prior to this date but on or after January 16, 2012, for Eligible Expenditures.

2. The Closing Date is December 31, 2016.

### Section V. Other Undertakings

#### A. Annual Work Plans and Budgets

1. (a) Except as provided in paragraph (b) below, the Recipient shall, not later than December 15 in each calendar year, prepare and furnish to the Association, for review and approval, a proposed Annual Work Plan and Budget for the forthcoming Fiscal Year, and proceed thereafter to implement such Annual Work Plan and Budget, as approved by the Association.

   (b) The first Annual Work Plan and Budget required under the Project shall be furnished not later than one month after the Effective Date.

2. For purposes of any proposal for training or workshops to be included under an Annual Work Plan and Budget, the Recipient shall ensure that each such proposal shall include:

   (a) details of: (i) the objective and content of the training or workshop envisaged, (ii) the selection method of institutions or individuals conducting such training or workshop, (iii) the expected duration and an
estimate of the cost of the training or workshop, and (iv) the candidates selected to attend the training or workshop; and

(b) an undertaking on the part of such candidates to submit a brief report indicating what skills have been acquired and how these skills will contribute to enhance their performance or otherwise contribute to the attainment of the objective of the Project.

B. Counterpart Funds Account

1. Without limitation upon its other obligations under this Agreement, the Recipient shall:

(a) open and maintain in a commercial bank acceptable to the Association, a counterpart funds account ("Counterpart Funds Account") to be maintained and operated on terms and conditions satisfactory to the Association, and managed by the PCU-EIRP, into which it shall deposit from time to time its counterpart contribution corresponding to its share of the cost of the Project for each Fiscal Year;

(b) not later than the last day of every quarter, beginning in the first quarter of FY13, deposit into the Counterpart Funds Account an amount corresponding to one fourth of the Recipient’s share of the cost of the Annual Work Plan and Budget for that Fiscal Year as set forth in the following table or in accordance with such other schedule as may be agreed from time to time between the Recipient and the Association:

<table>
<thead>
<tr>
<th>Fiscal Year (FY) Period</th>
<th>Amount of Counterpart Funds (in millions of FCFA)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quarterly</td>
</tr>
<tr>
<td>FY 2013</td>
<td>3,750.00</td>
</tr>
<tr>
<td>FY 2014</td>
<td>5,000.00</td>
</tr>
<tr>
<td>FY 2015</td>
<td>3,750.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>50,000.00</td>
</tr>
</tbody>
</table>

(c) ensure that funds deposited into the Counterpart Funds Account shall be used only for the purposes of defraying the cost of expenditures incurred which are part of the Annual Work Plan and Budget and consistent with the objective of the Project.
APPENDIX

Definitions


2. "Annual Work Plan and Budget" means an annual work plan and budget referred to in Section V.A.1 of Schedule 2 to this Agreement.


4. "Category" means the category set forth in the table in Section IV of Schedule 2 to this Agreement.

5. "CIE" means Compagnie Ivoirienne d'Electricité, the Recipient's Ivorian Electricity Company, a public limited company established and operating according to the laws of Recipient, and governed by Decree No. 90-1389, dated October 25 1990, vesting responsibility for the generation, transmission and distribution of electricity in Côte d'Ivoire in the holder of the public service concession, or any successor thereto.


7. "DAD" means Direction de l'Assainissement et du Drainage, the Sanitation and Drainage Directorate of MCUA, or any successor thereto.

8. "Delegated Management Contract" means a Delegated Management Contract ("Convention de Maîtrise d'Ouvrage Délégée") referred to in Section I.B.1 (b) of Schedule 2 to this Agreement.

9. "DGC" means Direction Générale de la Construction, the General Directorate of Construction of MCAU, or any successor thereto.

10. "DIEM" means Direction des Infrastructures, de l'Équipement et de la Maintenance, the Directorate of Infrastructure and Equipment of MSLS, or any successor thereto.

11. "Displaced Persons" means one or more persons who, on account of the execution of the Project, have experienced or would experience direct economic
and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.

12. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s Environmental and Social Management Framework, referred to in Section I.D.1 (a) of Schedule 2 to this Agreement, giving details of the policies and procedures designed to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental impacts, or reduce such impacts to acceptable levels, along with procedures for the protection of cultural property, as such ESMF may be amended from time to time, subject to compliance with the same approval formalities as applied to the adoption of the ESMF.

13. “Environmental Management Plan” or “EMP” means an Environmental Management Plan, acceptable to the Association and deemed consistent with the ESMF, and adopted for the purposes of a specific component or subcomponent of the Project, giving details of specific actions and measures required to give effect to the provisions of the ESMF, along with the procedural and institutional measures needed to implement such actions and measures, as such EMP may be amended from time to time, subject to compliance with the same approval formalities as applied to the adoption of the EMP.

14. “EUIP” means the Emergency Urban Infrastructure Project, in support of which the Association has extended to the Recipient an original grant (Grant No. H397-CI) as well as an additional financing (Grant No. H591-CI).


16. “Fiscal Year” or “FY” means the Recipient’s fiscal year commencing on January 1 and ending on December 31 of the same year.

17. “Franc CFA” or “FCFA” means Franc de la Communauté Financière d’Afrique, the Recipient’s currency.


19. “Implementing Agency” means any one of Implementing Agencies referred to in Section 3.01 of this Agreement, namely; AGEROUTE, ONEP, DAD, CIE and
DGC; and "Implementing Agencies" means all or any two or more such Implementing Agencies.


21. "MSLS" means Ministère de la Santé et de la Lutte Contre le SIDA, the Recipient's Ministry of Health and HIV-AIDS Prevention, or any successor thereto.

22. "ONEP" means Office National de l'Eau Potable, the Recipient's National Water Supply Agency, a state-owned enterprise established pursuant to Decree No. 2006-274, dated August 23, 2006, and existing and operating pursuant to laws of Recipient, or any successor thereto.

23. "Operating Costs" means incremental recurrent expenditures incurred for purposes of implementation of the Project on account of local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications' expenses, but excluding the salaries of officials and public servants of the Recipient's civil service.


25. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 11, 2012, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

26. "PCU-EIRP" means the Project Coordination Unit referred to in Section I.A.1 (b) of Schedule 2 to this Agreement.

27. "PCU-EUIP" means the Project Coordination Unit established and operating under the EUIP.

28. "Project Implementation Manual" or "PIM" means Project Implementation Manual established pursuant to the EUIP, and made applicable thereto, as the same may be updated or adapted for purposes of this Project or otherwise amended from time to time, with the approval of the Association, and such term includes any schedules and attachments supplemental to the Project Implementation Manual.
29. "Project Management Contract" means the Project Management Contract referred to in Section I.B.1 (a) of Schedule 2 to this Agreement.

30. "Resettlement Action Plan" or "RAP" means a Resettlement Action Plan acceptable to the Association and deemed consistent with the RPF, and adopted for the purposes of a specific component or subcomponent of the Project, giving details of specific actions and measures required to give effect to the provisions of the RPF, along with the relevant procedural and institutional measures applicable, as such RAP may be amended from time to time, subject to compliance with the same approval formalities as applied to the adoption of the RAP.

31. "Resettlement Policy Framework" or "RPF" means the Recipient's Resettlement Policy Framework, referred to in Section I.D.1 (a) of Schedule 2 to this Agreement, giving details of the policies and procedures governing compensation, rehabilitation and resettlement assistance in favor of Displaced Persons, as such RPF may be amended from time to time, subject to compliance with the same approval formalities as applied to the adoption of the RPF.

32. "Safeguard Instruments" means the ESMF and RPF, along with any RAP, EMP or other instrument designed to promote or facilitate compliance with social and environmental safeguards, adopted for the purposes of any specific component or subcomponent of the Project.

33. "Steering Committee" means the steering committee referred to in Section I.A.1 (a) of Schedule 2 to this Agreement.

34. "Training" means training and training-related activities under the Project, including seminars, workshops and study tours, together with all costs associated with travel and subsistence allowances for training participants, trainers’ fees, rental of training facilities, preparation and reproduction of training materials and other activities reasonably incidental to the preparation and implementation of training activities.