Financing Agreement

West Africa Agricultural Productivity Program (WAAPP) — Senegal Project under the Second Phase of the WAAPP

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 24, 2012

As amended and restated on June 28, 2016
AGREEMENT dated August 24, 2012 as amended and restated on JUNE 28, 2016, entered into between REPUBLIC OF SENEGAL ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

WHEREAS (A) By extending financial assistance in 2007 to the Recipient, the Republic of Ghana and the Republic of Mali, in 2010 to Burkina Faso, the Republic of Côte d'Ivoire and the Federal Republic of Nigeria, and in 2011 to the Republic of Benin, the Republic of The Gambia, the Republic of Liberia, the Republic of Niger, the Republic of Sierra Leone, and the Republic of Togo, the Association has provided support to precedent activities under the first phase of the West Africa Agricultural Productivity Program ("Program") which aims at: (i) implementing the Agricultural Policy ("ECOWAP", as further defined in the Appendix to this Agreement) of the Economic Community of West African States ("ECOWAS"); and (ii) contributing to the sustained agricultural productivity increase in the ECOWAS region’s top priority commodity subsectors;

(B) the Recipient, having satisfied itself as to the feasibility and priority of the project ("Project", as described in Schedule 1 hereto) under the second phase of the Program, has requested the Association to assist in the financing of the Project;

(C) by a financing agreement entered into between the Republic of Ghana ("Ghana") and the Association, ("Ghana Financing Agreement", as further defined in the Appendix to this Agreement), the Association has extend to Ghana a credit in an amount equivalent to thirty-eight million seven hundred thousand Special Drawing Rights (SDR 38,700,000) to assist Ghana in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Ghana Financing Agreement;

(D) Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D.(i) of the Project will be carried out by Le Conseil Ouest et Centre Africain pour la Recherche et le Développement Agricoles ("CORAF", as further defined in the Appendix to this Agreement, or "Project Implementing Entity") (as further defined in the Appendix to this Agreement) with the Recipient’s assistance and, as part of such assistance, the Recipient will make a portion of the proceeds of the credit provided for in Article II of this Agreement available to CORAF as set forth in this Agreement;

(E) The Association has also agreed, on the basis, inter alia, of the foregoing, to extend the credit provided for in Article II of this Agreement to the Recipient upon the
terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the Association and CORAF ("Project Agreement");

(F) Under an agreement dated August 24, 2012, between the Association and the Recipient ("Original Financing Agreement"), the Association agreed to provide the Recipient with a credit ("Original Credit" as further defined in the Appendix to this Agreement) in an amount equivalent to thirty eight million seven hundred thousand Special Drawing Rights (SDR 38,700,000) to assist in financing the project described in Schedule 1 to the Original Financing Agreement ("Original Project"); and

(G) The Recipient has requested the Association to provide additional financial assistance in support of additional activities related to the Original Project by making available to the Recipient an additional credit ("Additional Credit") in an amount of eighteen million four hundred thousand Euros (Euros 18,400,000).

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing to extend such additional assistance to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the Recipient and the Association hereby agree to amend and restate the agreement referred to in Recital (F) with effect as of the Effective Date of this Agreement, to read 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 — CREDIT

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit which consists of: (a) the Original Credit equivalent to thirty eight million seven hundred thousand Special Drawing Rights (SDR 38,700,000); and (b) the Additional Credit of eighteen million four hundred thousand Euros (Euros 18,400,000) to assist in the financing of the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Credit 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 Service Charge payable by the Recipient on the Withdrawn Credit Balance: (i) with respect to the Original Credit shall be equal to three-fourths of one percent (3/4 of 1%) per annum; and (ii) with respect to the Additional Credit shall be equal to the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment; and (b) three-fourths of one percent (3/4 of 1%) per annum.

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

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth: (i) in Schedule 3 (I) to this Agreement with respect to the Original Credit; and (ii) in Schedule 3 (II) to this Agreement with respect to the Additional Credit.

2.07. 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: (i) carry out Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.2.4, C.3 and D.(ii) of the Project through the MA; and (ii) pursuant to the Subsidiary Grant Agreement, cause Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D.(i) of the Project to be carried out by CORAF, all in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.

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 Event of Suspension consists of the following, namely, that the CORAF’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of CORAF to perform any of its obligations under the Project Agreement.

4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs.
ARTICLE V — EFFECTIVENESS; TERMINATION

5.01 The Additional Condition of Effectiveness consists of the following, namely, that the Subsidiary Grant Agreement has been executed on behalf of the Recipient and CORAF.

5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Grant Agreement has been duly authorized by the Recipient and CORAF and is legally binding upon the Recipient and CORAF 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 (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister in charge of finance.

6.02. The Recipient’s Address is:

Ministry of Economy, Finance and Planning
Rue René N’diaye
B.P. 4017
Dakar
Republic of Senegal

Cable address: MINIFINANCES
Telex: 3203 G
Fascimile: (221) 33-821-1630

6.03. The Association’s Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Fascimile: (1) 202-477-6391
AGREED at Dakar, Senegal, as of the day and year first above written.

REPUBLIC OF SENEGAL

By

Authorized Representative

Name: Amadou Ba

Title: Minister of Economy, Finance and Planning

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Louise

Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to scale-up the generation, dissemination and adoption of improved technologies in the Participating Countries' priority agricultural commodity areas.

The Project constitutes the second phase of the Program, and consists of the following parts:

Part A: Enabling Conditions for Regional Cooperation in Generation, Dissemination and Adoption of Agricultural Technologies

Carrying out of a program aimed at strengthening the mechanisms for cross-border exchange of technologies, so as to allow the Participating Countries to benefit fully from the regional cooperation in technology generation and exchange, encompassing the provision of goods, consultants’ services, training, and the financing of Operational Costs required for:

1. Implementation of ECOWAS Common Regulations

1.1. The dissemination and implementation by the Recipient of regional regulations on seeds, pesticides, fertilizers and veterinary products, once they are adopted, through: (i) the carrying out of action plans for the registration and regulation of veterinary and animal products; (ii) the delivery of workshops and awareness programs for national institutions and major private stakeholders (seeds and fertilizer agro-dealers, seed growers) on the ECOWAS’ regulations and the development of catalogues on seeds and pesticides; (iii) the building of the capacity of the Comité National Consultatif des Semences et Plantes (CNCSP), the Comité National de Réflexion sur les engrais (CNRE) and the Sous Comité National de Gestion des Pesticides (SCNGP) du Comité National de Gestion des Produits Chimiques (CNGPC) of the Recipient’s national seed certification system (DISEM and seed certification staff); and (iv) the upgrading of the Recipient’s national reference laboratories (including the Laboratoire de contrôle et de certification des semences and the Laboratoire de phytopharmacie de la DPV and the Laboratoire Vétérinaire of ISRA) and the quarantine facilities and reference laboratories of the Recipient’s veterinary services; and (v) the carrying out of the ISO certification process for said laboratories.

1.2. The strengthening of the implementation of ECOWAS regulations on seeds, pesticides, fertilizers and veterinary products at the regional level, through: (i) technical services and workshops for the setting up of ECOWAS regional level seeds and pesticides councils; (ii) the development of regional catalogues on seeds
and pesticides; and (iii) the development of the common regulations on fertilizers and veterinary products.

2. Mainstreaming of Regional Strategies into National Action Plans

Carrying out of a program to operationalize regional strategies developed by CORAF into the Participating Countries’ action plans, encompassing:

2.1. The updating and implementation by the Recipient of its national communication action plan to accelerate adoption of innovations in agriculture, including mass communication (national/private frequency modulated stations and television), development of communication materials (documentaries, newsletters and brochures) and diffusion of resource kits on compact discs/digital video discs on innovation practices.

2.2. Carrying out of a program of capacity building for CORAF’s regional communications/information technical network of communications officers, encompassing: (i) the update by CORAF of the regional and national Program websites and the establishment of a web program allowing discussions among the Participating Countries; and (ii) the implementation by CORAF of a distance learning program that will facilitate networking and sharing of best practices among stakeholders and technical networks in the region.

2.3. The development by the Recipient of an action plan to mainstream gender concerns into national research and extension programs, including: (i) updating and implementation of the gender action plans; (ii) capacity building for the gender focal points and training programs on the use of gender approaches and tool kits for stakeholders; (iii) screening of research proposals and extension programs to address the needs of gender; (iv) integration of gender concerns in communication messages; and (v) review and application of case studies on gender in technology generation and dissemination.

2.4. The design and implementation by the Recipient of: (i) a commodity based climate change action plan in line with the national and regional strategies; and (ii) capacity building of relevant stakeholders for the purpose of mainstreaming climate change considerations in agricultural research and extension planning, implementation and monitoring.

2.5. The development by the Recipient of a sustainable financing mechanism for the existing Competitive Agricultural Research Grant (CARG) systems and an appropriate institutional arrangement, through: (i) study tours, advisory services and workshops for the improvement of its policies and financing mechanisms to make the competitive funding schemes more sustainable and robust; (ii) the review of the Recipient’s national legislation and the development of suitable legislation harmonized with the legislation of the other Participating Country; (iii) the
preparation of similarly harmonized financial manuals of procedures for such financing mechanism’s effective, transparent, and participatory management; and (iv) the setting up of suitable monitoring and evaluation systems adequate to supervise and, thereby, ensure the profitable performance of the financing mechanism and its accompanying institutional arrangements.

2.6. The strengthening of the Recipient’s regulatory body for, and management of, intellectual property rights (“IPR”), through: (i) the carrying out of studies on the relevance and return on investment of IPR protection for specific technologies; (ii) the implementation of the registration process of IPR to strategic technological innovations, when the return to investment is justified; and (iii) capacity building for the ISRA on the management of IPR.

2.7. Carrying out by CORAF of a program to implement and monitor the environmental and social management of safeguards policies under the Project, consisting of: (i) capacity building (regional trainings and workshops) for CORAF’s network, to consolidate the Participating Countries’ environmental and social safeguards focal points and stakeholders; (ii) an assessment of the implementation of the safeguard policies, including the ESMF, PMP and RPF; and (iii) studies and workshops to address specific safeguards issues at regional level.

Part B: National Centers of Specialization (NCoS)

Consolidation of the strengthening of the operational capacities of the NCoS of the Participating Countries and support in their transformation into Regional Centers of Excellence on the basis of graduation criteria, encompassing the provision of works, goods, consultants’ services, non-consulting services, training (including academic training), and the financing of Operational Costs and Small Grants required for:

1. The construction and rehabilitation of ISRA/CERAAS selected additional infrastructure, laboratories, research and seed production fields, training centers, offices, staff residences and guest accommodations (including for the ITA, the ISRA/BAME and the ISRA/CNRA), and the provision of equipment required for the purpose.

2. The processing by the Recipient of ISO certification for the ISRA/CERAAS management and laboratories, through technical advisory services, training and workshops.

3. The enhancement by the Recipient of the capacity of research scientists and the facilitation of national, sub-regional and international partnerships for dry cereals crops, including: (i) the preparation and implementation of an annual human resource development plan; (ii) the provision of on the job and academic training programs for young researchers at the level of master’s degree in science and doctor
of philosophy; and (iii) a research exchange program for visiting scientists (mobility of researchers).

4. The development and implementation of ISRA/CERAAS core research and development dissemination programs for dry cereals crops, including: (i) the implementation, through the provision of Small Grants, of priority research activities responding to key constraints along the value chain; (ii) the provision of capacity building and the financing of Operational Costs for research and development networks; and (iii) the development and strengthening of regional and international partnerships, and the establishment of backstopping arrangement from CGIAR institutions and other relevant international research institutions.

5. The strengthening of CORAF with a view: (i) to facilitate and monitor the transition of the CERAAS to a RCoE; (ii) to organize the regional planning workshops of research programs, exchange and training activities and the consolidation of annual regional action plans; (iii) to organize regional workshops to promote and facilitate efficient partnerships with CGIAR centers; and (iv) to undertake regional policy research and market integration initiatives to improve long-term research and development sustainability.

Part C: Demand-Driven Technology Generation and Adoption

Carrying out of a program aimed to bridge the gap between research and farmers field productivity levels, by means of broadening the range of adapted technologies across selected priority commodities and the scaling-up of their dissemination and adoption, and encompassing the provision of works, goods, consultants’ services, non-consulting services, training, study tours and workshops and the financing of Operational Costs and Grants for:

1. Demand-Driven Technology Generation

1.1. Regional Window: Expansion of CORAF’s CARG scheme through: (i) the delivery of stakeholder priority-setting workshops; and (ii) the financing of Grants to carry out projects of multi-country team of researchers to research activities, involving at least three ECOWAS countries.

1.2. National Window: Expansion of the national CARG scheme at the FNRAA through: (i) the delivery of the annual stakeholders’ workshops to develop, follow-up and update national research and development action plans for priority-setting in the domain of technology generation and dissemination for each of the targeted value chains; and (ii) to finance Grants for multidisciplinary adaptive research teams to address priority needs of stakeholders along the value chains and test and adapt technologies generated by NCoS in the sub-region.
2. **Accelerated Adoption of Released Technologies**

2.1. Stepping up by the Recipient of the adoption of released technologies developed under the previous phases of the Program in order to bridge the yield gap between farmers and researchers and research and reinforcement of the dissemination of technologies generated under the Project, through: (i) the carrying out of stakeholder workshops at zonal and national levels to prepare national dissemination action plans for released technologies; (ii) the delivery of demonstrations of released technologies responding to beneficiary needs; (iii) the development of efficient extension methodologies including innovation platforms, farmers field fora and farmer days; (iv) the promotion of released technologies through various information systems and communications media with the aim of improving awareness of technology options and expand their use; and (v) participatory training on extension methodologies (including e-extension) and released technologies for agricultural advisory service providers, including national extension services, non-governmental organizations, input providers, farmers organizations, and other private stakeholders.

2.2. Strengthening of CORAF: (i) to undertake policy research and action to promote efficient participative and pluralistic extension systems involving all key stakeholders within a regional think-tank; and (ii) to implement technology awareness action plans developed by relevant regional organizations.

2.3. Strengthening of SUNEOR through the provision of technical assistance and elaborating a new groundnut value chain development strategy and other related studies with the aim of preparing a longer-term program for sustainable development of the groundnut value-chain in the Recipient’s territory.

2.4. Conducting an agricultural enterprises census as part of the general census of enterprises in the Recipient’s territory aiming at updating the national directory of enterprises and associations.

3. **Facilitating Access to Improved Genetic Material**

Expansion by the Recipient of the availability to, and access of, producers to improved genetic materials of seeds, planting materials and animal breeds, especially for the targeted priority value chains, entailing: (i) the development and consolidation of seed production policies and systems taking into account the Recipient’s seed subsidy systems and the implementation of multi-annual seed production planning sessions involving all stakeholders; (ii) the development and improvement of the Recipient’s gene banks with a view to manage biodiversity and climate change through better conservation of its genetic assets; (iii) the upgrading of the capacity of public research stations to produce and store breeder and foundation seeds through investment in irrigation facilities as well as laboratory and storage equipment; (iv) the scaling-up of the production of certified
seeds by private enterprises and farmers organizations; (v) the provision of mini kits of improved seeds to producers to jump-start dissemination and training and technical assistance for seed companies and seed producers; (vi) the acquisition and distribution of about 40,000 tons of certified groundnut seeds; (vii) the provision of storage facilities and agricultural equipment to cooperatives and seed producers’ organizations; and (viii) the development of a transparent and efficient seeds distribution system.

Part D: Project Coordination, Management, Monitoring and Evaluation

Establishment of an effective coordination, management, monitoring and evaluation system for the Project at both: (i) the regional; and (ii) the national levels, thereby ensuring the implementation at each level of suitable financial management and procurement systems by CORAF and the PCU, timely reporting on Project activities, annual training programs for the PCU and the staff of the agencies involved in Project implementation, accurate monitoring and evaluation of regional and national agricultural productivity, and carrying out of a communication strategy, all through the provision of vehicles and goods, consultants’ services, training, non-consulting services, and the financing of Operational Costs.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Responsibilities

1. Ministry in charge of Agriculture (MA)

The Recipient, through its MA, shall assure overall coordination of the Project is carried out by the PCU.

2. National Steering Committee

The Recipient, through the MA, shall maintain throughout Project implementation, the National Steering Committee under terms of reference satisfactory to the Association and vested with responsibility for providing policy guidance and orientation to the national coordination and implementation units of the Project and for ensuring the coherence and integration of the Program within the PNIA. The National Steering Committee shall be chaired by the Recipient’s Minister in charge of agriculture (or his/her designee) and its composition shall include representatives from the government, stakeholders, farmers and the private sector. The National Steering Committee shall meet at least twice each Fiscal Year to undertake, inter alia, the review and approval of the draft AWP&B and the approval of the annual report to be prepared by the Project Coordinator on or about October 31 each year to follow-up on, and assess the progress in, the carrying out of the precedent AWP&B.

3. Project Coordination Unit

The Recipient shall maintain throughout Project implementation the Project Coordination Unit ("PCU"), headed by the Project Coordinator, within the MA under terms of reference and staffed in number and with qualifications satisfactory to the Association, thereby ensuring that the PCU (acting as the National Coordination Unit), oversees and takes all measures necessary for the suitable and timely implementation of Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.3, and D.(ii) of the Project pursuant to the provisions of this Agreement, including without limitation: (i) in general, the coordination and management of the Credit and the carrying out of the procurement, monitoring, evaluation and reporting functions; and (ii) in particular, the assessment of impacts and systematic analysis of lessons learnt and the monitoring of the overall progress in implementing agricultural research activities undertaken within the NCoS. The Recipient, through its Minister in charge of agriculture, shall maintain a Project Coordinator to oversee daily implementation of Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.3, and D.(ii) of the Project and to manage the PCU, which shall comprise any additional staff that may be necessary for the successful
implementation of the Project, and particularly for the strengthening of the PCU in the areas of procurement, communication, financial management and gender. For such purposes, the Recipient shall: (i) maintain the Project Coordinator assisted by key staff appointed by the MA and consisting of one (1) procurement specialist, one (1) disbursement officer, one (1) technical expert, and one (1) monitoring and evaluation officer; and (ii) not later than three (3) months after the Effective Date, recruit for the PCU one (1) administrative and financial officer, one (1) gender specialist, and one (1) communications officer, all on the basis of terms of reference and with qualifications and experience satisfactory to the Association.

B. Implementation Modalities

1. **Parts A.1.1, A.2.1, A.2.3, A.2.4 and A.2.5 of the Project: Establishment of Regional Regulations on Seeds, Pesticides, Fertilizers and Veterinary Products**

   For the purposes of carrying out Parts A.1.1, A.2.1, A.2.3, A.2.4 and A.2.5 of the Project, the PCU shall conclude with each concerned Directorate of the MA and suitable public and/or private service providers, a result-based memorandum of understanding under terms and conditions satisfactory to the Association: (i) entrusting responsibility for implementation of such Parts of the Project to the relevant Directorate or service provider; and (ii) setting forth the implementation details and the Directorate or service provider, as the case may be, undertaking to assure the efficient carrying out of such Parts of the Project.

2. **Part B of the Project: National Centers of Specialization (NCoS)**

   For the purposes of carrying out Part B of the Project, the PCU shall enter into an implementation agreement with the ISRA whereby the PCU shall: (i) entrust to the ISRA its implementation responsibilities thereunder; and (ii) ensure Part B.2 is carried out by the ISRA as planned in the AWP&B and in accordance with the provisions of the Project Implementation Manual.

3. **Small Grants under Part B.4 of the Project and Grants under Part C.1.2 of the Project**

   (a) Small Grants under Part B.4 of the Project shall be managed and monitored by the ISRA pursuant to the provisions of the Project Implementation Manual and within the framework of the AWP&B, and shall be made available to the Beneficiaries on the basis of the specific Research Proposals previously validated by the PCU and included and approved in the AWP&B to finance an amount not exceeding the total estimated cost of the activities it will finance.

   (b) The national CARG scheme under Part C.1.2 of the Project shall be managed and monitored by the FNRAA pursuant to the procedures of, and
under the terms and conditions set forth in, the FNRAA Manual of Procedures. The FNRAA shall: (i) evaluate the Grant applications; (ii) decide on which Grants shall receive financing under the Credit; (iii) approve the Grant for disbursement, ensuring it will not exceed the total estimated cost of the activities it will finance and, thereafter, conclude the Grant Agreement with each Beneficiary; and (iv) not assign, amend, abrogate or waive the FNRAA Manual of Procedures or any of its provisions without the Association’s prior agreement.

(c) Without any limitation upon the provisions of the preceding paragraphs (a) and (b), the Recipient shall take all action necessary to ensure that, in making Small Grants and Grants available, as the case may be, the ISRA or the FNRAA, as the case may be, shall obtain rights adequate to protect the interests of the Recipient and those of the Association, including the right:

(i) to suspend or terminate the right of the Beneficiary to use the proceeds of the Small Grant or Grant, as the case may be, or obtain a refund of all or any part of the amount of the Small Grant or Grant then withdrawn, as the case may be, upon the Beneficiary’s failure to perform any of its obligations, respectively, under the Research Proposal or Grant Agreement; and

(ii) to require each Beneficiary: (A) to carry out the activities for which the Small Grant or Grant, as the case may be, was given with due diligence and efficiency and in accordance with sound agricultural, technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient, and under the terms and conditions stipulated in the Project Implementation Manual or the FNRAA Manual of Procedures, as the case may be; (B) to provide, promptly as needed, the resources required for the purpose of the Small Grant or Grant, as the case may be; (C) to procure the goods, works and services to be financed out of the proceeds of the Small Grant or Grant, as the case may be, in accordance with the provisions of this Agreement; (D) (1) to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Small Grant or Grant, as the case may be; and (2) at the Association’s or the Recipient’s request, to have such financial statements audited by independent auditors acceptable to the Association, in
accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (E) upon reasonable request, to enable the Recipient and the Association to inspect the activities, its operation and any relevant records and documents; and (F) to prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

(d) The Recipient shall take all measures necessary to ensure that the ISRA or the FNRAA, as the case may be and when and as appropriate, shall exercise its rights under each Research Proposal or Grant Agreement, as the case may be, in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit.

4. Parts C.2.1 and C.3 of the Project: Support to Accelerated Adoption of Released Technologies and Facilitating Access to Improved Genetic Material; and Part C.2.3 of Project: Strengthening of SUNEOR

The Recipient, through the PCU, shall carry out Parts C.2.1, C.2.3 and C.3 of the Project through contractual arrangements to be concluded with suitable advisory service providers in accordance with the provisions of the Project Implementation Manual.

5. Part C.2.4 of the Project: Census of the Agricultural Enterprises.

For the purpose of carrying out Part C.2.4 of the Project, the Recipient, through the MA, shall enter into a Memorandum of Understanding with the ANSD, under terms and conditions satisfactory to the Association.

6. Selection of Facilities and Stations under Parts B.1 and C.3 (iii) of the Project

In order to maximize the benefits to be derived from the Project, the Recipient, through the PCU, shall:

(a) select: (i) the core facilities of the ISRA/CERAAS, the ITA, the ISRA/BAME and the ISRA/CNRA proposed to be constructed and rehabilitated under Part B.1 of the Project; and (ii) the public research stations proposed to be upgraded under Part C.3 (iii) of the Project, applying the following criterion: the facility or the station has been identified by the management of the ISRA/CERAAS, the ITA, the ISRA/BAME and the ISRA/CNRA, as applicable, on the basis of consultations carried out with its researchers during the preparation of the priority list of works and during the validation of the design of the works; and
thereafter, furnish to the Association for approval for financing out of the proceeds of the Credit the list of the facilities and stations as so selected.

7. **Project Implementation Manual**

The Recipient, through the PCU, shall: (i) take all action required to carry out Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.3 and D.(ii) of the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual; (ii) submit recommendations to the Association for its consideration for changes and updates of the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objective of Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.3 and D.(ii) of the Project; and (iii) not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the Association’s prior agreement. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

8. **Training under Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.3 and D.(ii) of the Project**

For the purposes of the training (including academic training) to be financed under Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.3 and D.(ii) of the Project and to be delivered through study tours, workshops, seminars, conferences, and on the job training, the Recipient shall:

(a) furnish to the Association for its approval, not later than January 31 of each year, a training program including an explanation of how such training is consistent and conducive to the objective of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;

(b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and

(c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each training and the benefits to be derived therefrom.

9. **Annual Work Plan and Budget (AWP&B)**

The Recipient, through the PCU, shall:
(a) prepare a draft AWP&B for each Fiscal Year, setting forth, *inter alia*:
(i) a detailed description of planned activities for Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.2.4, C.3 and D.(ii) of the Project for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) responsibility for execution of said Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;

(b) on or about November 30 of each Fiscal Year and after considering the comments provided by the National Steering Committee, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B taking into account the Association’s views and recommendations thereon; and

(c) adopt and sign the final version of the AWP&B in the form approved by the Association not later than December 31 of such Fiscal Year.

10. CORAF Arrangements: Subsidiary Grant Agreement

(a) For the purposes of carrying out Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D.(i) of the Project, the Recipient shall make the proceeds of the Credit allocated from time to time to Categories (2)(b) and (4) available to CORAF on a grant basis under a subsidiary grant agreement to be entered into between the Recipient and CORAF, under terms and conditions approved by the Association (“Subsidiary Grant Agreement”).

(b) The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Grant Agreement or any of its provisions. Notwithstanding the foregoing, if any of the provisions of the Subsidiary Grant Agreement is inconsistent with the provisions of this Agreement or the Project Agreement, the provisions of this Agreement or the Project Agreement, as the case may be, shall prevail and govern.

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 Covenants

1. Works under Parts B.1, C.3 (iii), and C.3 (vii) of the Project

Prior to the award of each contract for works under Parts B.1, C.3 (iii), and C.3 (vii) of the Project, the Recipient, through the PCU, shall: (i) furnish to the Association a written attestation for the specific site where the works will be undertaken that the works shall not cause or result in Resettlement or submit to the Association for its review and approval the related site-specific Resettlement Action Plan (RAP) in accordance with the provisions of the Resettlement Policy Framework (RPF) and in form and substance satisfactory to the Association; (ii) submit to the Association for its review and approval the related site-specific Environmental and Social Impact Assessment (ESIA) or Environment and Social Management Plan (ESMP), as the case may be, in accordance with the provisions of the ESMF and in form and substance satisfactory to the Association; (iii) consult upon and disclose the site-specific ESIA or ESMP and RAP, if there is one, as approved by the Association; and (iv) thereafter, ensure that the relevant mitigation and monitoring provisions of the ESIA or ESMP, as the case may be, and RAP, if applicable, are appropriately included in the works contract concluded for the site and that they are implemented in the carrying out of Parts B.1, C.3 (iii), and C.3 (vii) of the Project.

2. Pest Management Plan

The Recipient, through the PCU, shall follow and apply at all times in the implementation of Parts B and C of the Project the provisions of the Pest Management Plan in a timely manner, ensuring that: (i) mitigation and monitoring measures acceptable to the Association are designed and implemented with due diligence and employing appropriate environmental expertise; and (ii) adequate information on the implementation of the measures contained in the PMP is appropriately included in the Progress Reports referred to below in Section II.A.1.

3. Environmental and Social Screening Arrangements

The Recipient shall take all measures required on its behalf so that the ISRA: (i) screens, under Parts B.4 and C.1.2 of the Project, the activities under the Research Proposals and Grants proposals submitted for financing out of the proceeds of the Credit; (ii) ensures that each Beneficiary: (A) carries out an appropriate site-specific Environmental and Social Impact Assessment (ESIA) or Environment and Social Management Plan (ESMP), as the case may be, and a Resettlement Action Plan, if there is Resettlement, for each such activities in accordance with the provisions of the ESMF and RPF, as the case may be, and in form and substance satisfactory to the Association; and (B) consults upon and discloses the site-specific ESIA or ESMP, as the case may be, and the RAP, if there is one, as approved by the Association; (iii) verifies (through its own staff, outside experts, or existing environmental/social institutions) before approving the
Research Proposal or Grant proposal that the activities meet the environmental and social requirements of appropriate national and local authorities and that they are consistent with the Association’s applicable environmental and social assessment and safeguard policies and comply with the environmental and social review procedures set forth in the Project Implementation Manual or the CGIAR manual of procedures, as the case may be; and (iv) thereafter, ensure that the relevant mitigation and monitoring provisions of the ESIA or ESMP, as the case may be, and RAP, if there is one, are appropriately implemented.

4. **Biosafety Requirements**

The Recipient shall carry out Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.3 and D.(ii) of the Project pursuant to its obligations under, and in accordance with environmental safeguards and international good practice and standards consistent with those of, the Cartagena Protocol on Biosafety.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project and Completion Reports**

1. The Recipient, through the PCU, shall monitor and evaluate the progress of Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.2.4, C.3 and D.(ii) 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 the National Monitoring and Evaluation Indicators. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association and CORAF not later than forty-five (45) days after the end of the period covered by such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.2.4, C.3 and D. (ii) of the Project and related plan required pursuant to that Section shall be furnished to the Association and CORAF not later than four (4) months after the Closing Date.

**B. Mid-Term Review**

The Recipient, through the PCU, shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the National Monitoring and Evaluation Indicators, the carrying out of Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.3 and D.(ii) of the Project and the achievement of the objective thereof;

- 19 -
(b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about May 15, 2015, a report integrating the results of the monitoring and evaluation activities and setting out the measures recommended to ensure the efficient carrying out of Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.3 and D.(ii) of the Project and the achievement of the objective thereof during the period following such date; and

(c) review with the Association, on or about July 15, 2015, or such later date as the Association shall request, the report referred to in the preceding paragraph (b), and, thereafter, take all measures required to ensure the efficient completion of Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.3 and D.(ii) of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report and the Association’s views on the matter.

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 not later than forty-five (45) days 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 (1) Fiscal Year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) 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 Credit 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 Credit 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 the Procurement Guidelines, or 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: (i) Limited International Bidding; (ii) National Competitive Bidding, subject to the additional provisions and modifications set forth in the following paragraph of this Section III.B; and (iii) Shopping.

3. The following provisions shall apply to National Competitive Bidding: (i) bids shall be advertised in national newspapers with wide circulation; (ii) bid evaluation, bidder qualification and award criteria shall be specified clearly in the bidding documents; (iii) bidders shall be given an adequate response time (minimum four weeks following the date of the invitation to bid or the date of availability of the bidding documents, whichever is later) to prepare and submit bids; (iv) bids shall be awarded to the lowest evaluated bidder; (v) eligible bidders, including foreign bidders, shall not be precluded from participating; and (vi) no preference margin shall be granted to domestic contractors.

### 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: (i) Quality-based Selection; (ii) Selection under a Fixed
Budget; (iii) Least Cost Selection; (iv) Selection based on Consultants’ Qualifications; (v) Single-source Selection of consulting firms; (vi) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (vii) 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 Credit

A. General

1. The Recipient may withdraw the proceeds of the Credit 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 in each Category.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Credit (“Category”), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Original Credit Allocated (expressed in SDR)</th>
<th>Amount of the Additional Credit Allocated (expressed in Euro)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) under Parts B.1 and C.3 (iii) of the Project</td>
<td>610,000</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(b) under Part C.3 (vii) of the Project</td>
<td>0</td>
<td>1,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, consultants’ services, non-consulting services, training, study tours,</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
workshops and  
Operational Costs:

| (a) under Parts A.1.1,  
A.2.1, A.2.3, A.2.4,  
A.2.5, A.2.6, B.1, B.2,  
B.3, B.4, C.1.2 (i),  
C.2.1, C.3 (i) through  
C.3(v) and D.(ii) the Project  
| 20,100,000 | 0 | 100% |
| (b) under Parts A.1.2,  
A.2.2, A.2.7, B.5, C.2.2 and D.(i) of the Project  
| 910,000 | 0 | 33.33% |
| (c) under Parts C. 2.3, C. 2.4, C.3 (vi) through  
C.3 (viii) of the Project  
| 0 | 16,600,000 | 100% |
| (3) Small Grants under Part B.4 of the Project and  
Grants under Part C.1.2 of the Project  
| 14,200,000 | 0 | 100% of the research costs covered by the Small Grant or Grant |
| (4) Grants under Part C.1.1 of the Project  
| 1,680,000 | 0 | 33.33% of the research costs covered by the Grant |
| (5) Unallocated  
| 1,200,000 | 0 |
| **TOTAL AMOUNT**  
| 38,700,000 | 18,400,000 |

3. For the purposes of this Section, the term “training” means expenditures incurred by CORAF and the PCU to finance the cost under the Project of training fees, pedagogical materials, travel, accommodations, per diem, and insurance.

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

(a) under Categories (2)(b) and (4) of the Original Credit, until and unless the Ghana Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness have been fulfilled; and
(b) for Eligible Expenditures under Category 2(e) of the Additional Credit for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed Euros 3,700,000 may be made for payments made prior to this date but on or after February 15, 2016.

2. The Closing Date is December 31, 2018
SCHEDULE 3

Repayment Schedule

I. Repayment Schedule for the Original Credit

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each March 15 and September 15:</td>
<td></td>
</tr>
<tr>
<td>commencing on September 15, 2022, to and including March 15, 2032</td>
<td>1%</td>
</tr>
<tr>
<td>and commencing on September 15, 2032, to and including March 15, 2052</td>
<td>2%</td>
</tr>
</tbody>
</table>

II. Repayment Schedule for the Additional Credit

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each September 15 and March 15, commencing September 15, 2022, to and including March 15, 2054</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
APPENDIX

Definitions

1. “Annual Work Plan and Budget” and “AWP&B” mean the annual work plan and budget to be prepared on an annual basis by the PCU (as hereinafter defined) and CORAF for the Project.

2. “ANCAR” means the Recipient’s “Agence National de Conseil Agricole et Rural” within the MA (as hereinafter defined), which is responsible for extension and dissemination of technologies.

3. “ANSD” or “Agence Nationale de la Statistique et de la Démographie” means the administrative structure within the Recipient’s ministry responsible for statistics, created pursuant to Decree No. 2005-436, dated May 23, 2005.


5. “BAME” means the “Bureau d’Analyses Macro-economiques” of the ISRA (as hereinafter defined), a research unit in economy and social sciences to understand better the changes in the Senegalese rural world.

6. “Basis Adjustment” means the Association’s standard basis adjustment for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.

7. “Beneficiary” means: (i) a physical or legal person qualified to receive a Grant (as hereinafter defined) under the CORAF’s Manual of Procedures (as hereinafter defined) or the FNRAA Manual of Procedures (as hereinafter defined), as the case may be; and (ii) a researcher which, according to the Project Implementation Manual (as hereinafter defined), qualifies as a Project beneficiary under Part B.4 of the Project; and “Beneficiaries” means more than one Beneficiary.

8. “CAADP” the Comprehensive Africa Agriculture Development Programme, the agricultural programme of the New Partnership for Africa’s Development (NEPAD), whose overall goal is to eliminate hunger and reduce poverty through agriculture and which brings together diverse key players - at the continental, regional and national levels - to improve co-ordination, to share knowledge, successes and failures, to encourage one another, and to promote joint and separate efforts to achieve CAADP goals.
9. "CARG" means the existing scheme of Competitive Agricultural Research Grants, a sub-regional and national financing mechanism aimed at financing competitive grants in the agriculture sector.

10. "Cartagena Protocol on Biosafety" means the document adopted in Montreal, Canada, on January 29, 2000, as a Protocol to the 1992 Nairobi Convention on Biological Diversity, the objective of which is to contribute to ensuring an adequate level of protection in the field of the safe transfer, handling and use of genetically modified organisms resulting from modern biotechnologies that may have adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, and specifically focusing on transboundary movements.

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

12. "CERAAS" means the "Centre d'Etude Régional pour l'Amélioration de l'Adaptation à la Sécheresse", a research center of the ISRA (as hereinafter defined) with the general objective of proposing plant varieties adapted to drought, methods of analysis and decision-making tools, which contribute to improving and/or stabilizing agricultural production in arid and semi-arid zones.

13. "CGIAR" means the Consultative Group on International Agriculture Research, a global partnership that unites organizations engaged in research for sustainable development with the funders of this work.

14. "CNRA" means the "Centre National de Recherches Agronomiques" of Bambey, a research center of the ISRA (as hereinafter defined) in the groundnut basin of the Recipient’s territory.

15. "Comité National de Réflexion sur les Engrais" and "CNRE" mean the Recipient’s National Fertilizer Council within the MA (as hereinafter defined).

16. "Comité National de Gestion des Produits Chimiques" and "CNGCP" mean the Recipient’s national council within the ministry in charge of the Environment.


18. "CORAF" means the West and Central African Council for Agricultural Research and Development, a regional organization aimed to strengthen national agricultural research system and to promote agricultural productivity and competitiveness.
19. "CORAF’s Legislation" means collectively the Registration Act (enregistrement) of the Republic of Senegal MAE No. 0892 MAESE dated December 20, 1989, CORAF’s Statutes dated June 2008, and CORAF’s Governance Manual dated June 20, 2008, pursuant to which CORAF has been established and is functioning.

20. "CORAF’s Manual of Procedures” means the Manual of Procedures adopted by CORAF in December 2008 and revised in July 2010, as the same may be amended from time to time in a manner satisfactory to the Association.

21. “DPV” means the Recipient’s “Direction de la Protection des Végétaux” responsible for the national plant protection within the MA (as hereafter defined).


23. “Environmental and Social Impact Assessment” or “ESIA” means a site-specific report, to be prepared in accordance with the parameters laid down in the ESMF (as hereinafter defined) and acceptable to the Association, identifying and assessing the potential environmental and social impacts of the activities to be undertaken under the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures.

24. “Environmental and Social Management Framework” and “ESMF” means the Recipient’s framework dated February 1, 2012, and revised on February 12, 2016, which: (i) sets forth standards, methods and procedures specifying how technological research activities under the Project whose location, number and scale are presently unknown shall systematically address environmental and social issues in the screening and categorization, sitting, design, implementation and monitoring phases during Project implementation; (ii) systematizes the environmental and social impact assessment required for such activities before Project execution; and (iii) stipulates the procedures for conducting site-specific environmental impact assessments, be they limited environmental impact assessments or full environmental impact assessments.

25. “Environmental and Social Management Plan” or “ESMP” means a site-specific environmental and social management plan to be prepared in accordance with the parameters laid down in the ESMF and acceptable to the Association, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the Project activities to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.

26. “Fiscal Year” means the twelve (12) month period corresponding to any of the Recipient’s or CORAF’s fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.
27. "FNRAA" means the Recipient's "Fonds National de Recherches Agricoles et Agro-alimentaires", a competitive research grant scheme established and operating pursuant to the Recipient's Decree No. 99-85 dated February 4, 1999.

28. "FNRAA Manual of Procedures" means the manual developed and adopted by the FNRAA on October 11, 2011, and setting forth the procedures for and the terms and conditions for the national competitive grant scheme to be financed under Part C.1.2 of the Project, as the same may be amended from time to time in a manner satisfactory to the Association.


30. "Ghana Financing Agreement" means the financing agreement for activities related to the Project, dated September 25, 2012, entered into between Ghana and the Association, as such financing agreement may be amended from time to time. "Ghana Financing Agreement" includes all appendices, schedules and agreements supplemental to the Ghana Financing Agreement.

31. "Grant" means a grant made or proposed to be made by CORAF or the FNRAA, as the case may be, to a Beneficiary under, respectively, Parts C.1.1 or C.1.2 of the Project.

32. "Grant Agreement" means the agreement between CORAF or the FNRAA, as the case may be, and a Beneficiary for the purposes of providing a Grant under, respectively, Parts C.1.1 or C.1.2 of the Project.

33. "ISO" means the International Organization for Standardization, responsible for issuing standards for certification.

34. "ISRA" means the Senegalese Agricultural Research Institute ("Institut Sénégalais de Recherches Agricoles"), the Recipient's leading agricultural research institution which works on matters related to crop and animal production, sanitary (including phyto sanitary) and veterinary issues, fishing and forest products, and rural socio-economy.

35. "ITA" means the Recipient's Institut de Technologie Alimentaire, a research institute responsible for food processing within the ministry in charge of industry.

36. "MA" means the Recipient's ministry in charge of agriculture, or any successor thereto acceptable to the Association.

37. "National Coordination Unit" or "NCU" means the Project Coordinating Unit (as hereinafter defined).
38. "National Monitoring and Evaluation Indicators" means the agreed monitoring and evaluation indicators set forth in the Project Implementation Manual (as hereinafter defined) to be utilized by the Recipient to measure the progress in the implementation of Parts A.1.1, A.2.1, A.2.3, A.2.4, A.2.5, A.2.6, B.1, B.2, B.3, B.4, C.1.2, C.2.1, C.2.3, C.2.4, C.3 and D.(ii) of the Project and the degree to which the objective thereof is being achieved.

39. "National Seed Council" means the Recipient's "Comité National Consultatif des Semences et Plants" or "CNCSP" within the MA.

40. "National Steering Committee" means the committee established by the Recipient within the MA pursuant to the provisions of the Financing Agreement between the Recipient and the Association (West Africa Agricultural Productivity Program (WAAPP) Support Project) dated June 21, 2007, for Credit No. 4288-SE.

41. "NC0S" means a National Center of Specialization, an entity responsible for conducting research on a specific commodity, the results of which can be adapted by another ECOWAS member.

42. "Operational Costs" means expenditures incurred to finance the cost under the Project of: (i) salaries of the staff of CORAF and the PCU (as hereinafter defined) (excluding civil servants) and state contributions thereon; (ii) per diem and travel expenses of the staff to perform their responsibilities under the Project; (iii) fuel and vehicle maintenance and insurance; (iv) communication technology (including, without limitation, internet and telephone); (v) building security and maintenance; (vi) translation services, photocopies and publications; (vii) bank commissions; and (viii) utilities and office supplies.

43. "Original Credit" means a credit in the amount equivalent to thirty eight million seven hundred thousand Special Drawing Rights (SDR 38,700,000) provided to the Recipient under the Original Financing Agreement, Credit No. 5135-SN, dated August 24, 2012.

44. "Original Financing Agreement" means the agreement dated August 24, 2012, between the Recipient and the Association (Credit No. 5135-SN).

45. "Original Project" means the project described in Schedule 1 of the Original Financing Agreement.

46. "Participating Countries" means collectively the Recipient and Ghana, and "Participating Country" means individually each and any of the Participating Countries.

47. "Pest Management Plan" and "PMP" means the Recipient's plan dated February 1, 2012, and updated on February 12, 2016, which: (i) addresses the concerns
relating to the Project risks associated with potential increases in the use of pesticides for agricultural production, intensification and diversification and controlling disease vector populations arising from irrigation schemes; (ii) sets forth mitigation and monitoring measures to be taken during Project implementation and operation to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels; (iii) recommends institutional measures to strengthen national capacities to implement the mitigation and monitoring measures; and (iv) as part of the implementation arrangements, identifies national agencies and other partners that could play a vital role in the success of the Project.


50. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated March 4, 2016, 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.

51. “Project Coordination Unit” and “PCU” means the technical and fiduciary coordinating unit established by the Recipient’s Ministerial Decision No. 005620 dated August 22, 2006, within the MA pursuant to the provisions of the Financing Agreement between the Recipient and the Association (Agricultural Services and Farmers’ Organization Program) dated July 26, 2006, for Credit No. 4187-SE.

52. “Project Coordinator” means the person appointed by the Recipient as the Coordinator of the PCU.

53. “Project Implementation Manual” means the manual adopted by the Recipient through the PCU on February 6, 2012, for the purposes of defining the detailed implementation arrangements for the Project, and setting forth, inter alia: (i) the detailed Project staffing plan for each stakeholder; (ii) the Project monitoring and evaluation modalities; and (iii) the terms, procedures and conditions for the initial management and operation of the national CARG scheme, as the same may be amended from time to time with the agreement of the Association.

54. “Research Proposal” means the signed research agreement between the ISRA and a Beneficiary for the purposes of providing a Small Grant under Part B.4 of the Project.
55. “Regional Center of Excellence” and “RCoE” means a regional center of excellence which fulfills the following criteria to the satisfaction of the Association: (i) quality of research teams; (ii) ISO label certification of relevance of the programs implemented by the RCoE vis-à-vis regional priorities and needs; (iii) regional research program planning and networking; (iv) efficiency of information and communication strategy of agricultural research results; (v) contribution to significant capacity building of the national agricultural research and advisory system through partnership with the CGIAR and the African Research Institute in West Africa; and (vi) quantity and quality of “ready-to-go” agricultural innovations efficiently generated and delivered.

56. “Resettlement” means: (i) the involuntary (i.e., an action that may be taken without a person’s informed consent or power of choice) taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation.

57. “Resettlement Action Plan” or “RAP” means a site-specific resettlement action plan to be prepared in accordance with the parameters laid down in the RPF (as hereinafter defined), acceptable to the Association, to be developed for each Project site which involves Resettlement, and covering the following: (i) a baseline census and socioeconomic survey information; specific compensation rates and standards; policy entitlements related to any additional impacts identified through the census or survey; description of Resettlement sites and programs for improvement or restoration of livelihoods and standards of living; an implementation schedule for Resettlement activities; and detailed cost estimate; (ii) measures designed to ensure that the displaced persons: (A) are informed about their options and rights pertaining to Resettlement, consulted on, offered choices among, and provided with technically and economically feasible Resettlement alternatives; and (B) provided prompt and effective compensation at full replacement cost for losses of assets attributable directly to the Project; (iii) if the impacts include physical relocation, that the displaced persons are: (A) provided assistance (such as moving allowances) during relocation; (B) provided with residential housing, or housing sites, or, as required, agricultural sites for which a combination of productive potential, locational advantages, and other factors is at least equivalent to the advantages of the old site; and (C) offered support after displacement, for a transition period, based on a reasonable estimate of the time likely to be needed to restore their livelihood and standards of living; (iv) affordable and accessible grievance procedures, taking into account the
availability of judicial recourse and community and traditional dispute settlement mechanisms; and (v) provision of development assistance in addition to compensation measures, such as land preparation, credit facilities, training, or job opportunities.

58. "Resettlement Policy Framework" or "RPF" means the resettlement policy framework adopted by the Recipient on February 1, 2012, and updated on February 2, 2016, setting forth, inter alia, a brief description of the Project and components for which land acquisition and Resettlement are required, the principles and objectives governing Resettlement preparation and implementation, and a description of the process for preparing and approving site-specific Resettlement Action Plans.

59. "Small Grant" means a grant made or proposed to be made by the ISRA to a beneficiary under Part B.4 of the Project.

60. "Sous Comité National de Gestion des Pesticides" and "SCNGP" mean the Recipient’s national sub-committee for pesticide management within the National Committee for Chemical Products Management of the MA.

61. "Subsidiary Grant Agreement" means the agreement pursuant to which the Recipient shall make a portion of the proceeds of the Credit available to CORAF.

62. "SUNEOR" means the largest oil industry in the Recipient’s territory.