Financing Agreement

(Emergency Locust Response Project)

between

REPUBLIC OF KENYA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF KENYA ("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) apply to and form part of this Agreement.

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of thirty nine million, three hundred thousand Euro 39,300,000 (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

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

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

2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.

2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; or (b) zero percent (0%) per annum; on the Withdrawn Credit Balance.

2.06. The Payment Dates are May 1 and November 1 in each year.

2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.08. The Payment Currency is Euro.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the MPA Program. To this end, the Recipient shall: (a) carry out Parts 1, 3 and 4 of the Project through MoALFC; and (b) cause Part 2 of the Project to be carried out by the Participating Counties, all in accordance with the provisions of Article V of the General Conditions and, 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 County Governments Act shall have been amended, suspended, abrogated or waived so as to materially and adversely affect the ability of the Participating Counties to perform any of their respective obligations under this 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 and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

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

(a) the Project Implementation Manual has been adopted by the Recipient, in the form and substance satisfactory to the Association; and

(b) The Recipient has recruited or appointed, a deputy national Project coordinator, a Part 1 lead officer, 3 Part 2 officers, a Part 3 lead officer, a procurement officer, an environmental safeguards specialist, a social safeguards specialist, and a monitoring and evaluation specialist for the NPCU, with qualifications, experience and terms of reference acceptable to the Association.

5.02. The Effectiveness Deadline is the date thirty days (30) days after the Signature Date.

5.03. For purposes of Section 10.05 (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 Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is the Recipient’s cabinet secretary in charge of finance.
6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

The National Treasury and Planning
Treasury Building, Harambee Avenue
P.O Box 30007-00100
Nairobi, Kenya; and

(b) the Recipient’s Electronic Address is:
Facsimile: 254 20 330426; 254 20 218475

6.03. For purposes of Section 11.01 of the General Conditions: (a) The Association’s address is:

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

(b) the Association’s Electronic Address is:
Telex: Facsimile:
248423 (MCI) 1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF KENYA

By

[Signature]
Authorized Representative

Name: **UKUR YATANI**
Title: **CS/National Treasury**
Date: **28.05.2020**

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]
Authorized Representative

Name: **C. FELIPE SARAMILLO**
Title: **COUNTRY DIRECTOR**
Date: **26.05.2020**
SCHEDULE 1

Project Description

The objectives of the Project are to prevent and respond to the threat to livelihoods posed by the desert locust outbreak and to strengthen Kenya’s system for preparedness.

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

Part 1. Surveillance and Control Measures

Implement a program of activities to limit the growth of existing desert locust populations and curb their spread, while mitigating the risks associated with control measures and their impacts on human health and the environment, including:

1.1. Continuous Surveillance

Carry out continuous surveillance of the locust situation including: (a) surveillance and monitoring of observed breeding and egg-laying areas and the movement of developing nymphs, hopper bands, and adult locust swarms; (b) data collection to assess the locust situation and habitat conditions; (c) data collection and analysis to identify and plan for the control of breeding targets, forecast breeding and migration and evaluate effectiveness of locust control campaigns; (d) aerial and ground targeted assessment of damage to crop and pasturelands caused by locust invasion to guide livelihoods protection and restoration activities; and (e) ongoing collection and analysis of relevant data to monitor and assess the environmental and human health risks associated with locust control operations.

1.2 Control measures

Implement risk reduction, risk management and control measures to reduce locust populations and prevent their spread to new areas through, among others, (a) targeted ground and aerial control operations, including spraying the targeted areas with pesticide; (b) Training of spraying teams and other locust control personnel; (c) carrying out public awareness campaigns on possible environmental and health effects of some of the control measures before, during and after locust control operations; and (d) implementing risk reduction measures and risk management to monitor and assess environmental, human health and safety risks associated with locust control and implement mitigation measures to reduce risks to an acceptable minimum.
Part 2. Livelihoods Protection and Rehabilitation

Implement a program of activities to help protect the poor and vulnerable in locust affected areas from human capital and asset loss, to enhance their access to food, and to rehabilitate livelihoods that have been damaged or destroyed by locust swarms, including:

2.1 Provision of Matching Grants to various Eligible Beneficiaries to facilitate:

(a) Input Support for micro-projects for restoration of crop and livestock production to affected farmers;

(b) strengthening the capacity of Farmer Producer Organizations for, inter alia, preparation and implementation of business Subprojects, as further elaborated in the Project Implementation Manual;

2.2. Carrying out community and multi-community investment programs consisting of specific works including labor intensive activities designed to restore damaged pasturelands and agricultural works ("Subprojects") as further elaborated in the PIM.

Part 3. Coordination and Early Warning Preparedness

Implement a program of activities to strengthen the regional and national capacity for locust surveillance and control operations, including: (a) equipping counties with skills, systems and equipment on forecasting, surveillance and control; (b) establishing and improving regional and national contingency plans for desert locust crises; (c) providing Training and communication channels and standard operating procedures to improve institutional coordination at sub-national, national, regional and international levels; (d) capacity building of select manufacturers to improve production of sufficient quantities of quality biopesticide for use early on in future outbreaks; and (e) establishing and operationalizing a Locust Control Unit (LCU) within the Plant Protection Services Division (PPSD) of MoALFC including recruiting specialized personnel in the areas of entomology, GIS, climate change and climate resilience within the LCU.

Part 4. Project Management

Provision of support for Project management, including financing of Operating Costs, Training, and costs associated with implementation, financial management, procurement, environmental and social management, communications and knowledge management.
SCHEDULE 2
Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Ministry of Agriculture, Livestock, Fisheries and Cooperatives (MoALFC):

   The Recipient shall designate and charge the State Department for Crops and Agricultural Research under MoALFC with overall responsibility for implementation of the Project.

2. National Project Coordination Unit

   (a) The Recipient shall maintain the National Project Coordination Unit ("NPCU"), established within MoALFC, at all times during the implementation of the Project with staffing, mandate, terms of reference and resources, satisfactory to the Association, for the purpose of managing and facilitating the day-to-day implementation and oversight of the Project.

   (b) Without limitation to the provisions of sub-paragraph (a) above, NPCU shall be responsible for inter alia: overall Project implementation, preparation of annual work plans, environmental and social risks management, financial management, procurement, monitoring and evaluation and Project reporting. The NPCU will also be charged with endorsing cash transfers that have been previously scrutinized through the established procedures.

3. The Multi-Institutional Technical Team (MITT)

   (a) The Recipient shall maintain the Multi-Institutional Technical Team ("MITT") on desert locusts, established within MoALFC at all times during the implementation of the Project with staffing, mandate, terms of reference and resources, satisfactory to the Association, for the purpose of ensuring prompt and efficient oversight and overall coordination of implementation of the Project.

   (b) Without limitation to the provisions of sub-paragraph (a) above, MITT shall be responsible for provision of overall policy direction to the implementation agencies under the Project.

   (c) Without limiting the foregoing, the Recipient shall appoint to the MITT representatives from each of: (i) the Ministry of Devolution and the Arid
and Semi-Arid Lands; (ii) the Ministry of Labour and Social Protection; and (iii) the Ministry of Environment and Natural Resources.

4. **The Locust Command Center (LCC)**
   
   (a) The Recipient shall maintain the Locust Command Center (LCC), established within Plant Protection Services Division (PPSD) in MoALFC, at all times during the implementation of the Project with staffing, mandate, terms of reference and resources, satisfactory to the Association, for the purpose of ensuring prompt and efficient oversight and overall coordination of implementation of the Project.
   
   (b) Without limitation to the provisions of sub-paragraph above, the LCC shall be responsible for technical implementation of Part I of the Project.

5. **County Project Coordinating Units**
   
   (a) The Recipient shall cause each Participating County to establish and maintain a County Project Coordinating Unit, at all times during the implementation of Part 2 of the Project with staffing, mandate, terms of reference and resources, satisfactory to the Association as shall from time be required, for the purpose of ensuring prompt and efficient oversight and overall coordination of implementation of Part 2 of the Project.
   
   (b) Without limitation to the provisions of sub-paragraph (a) above, each CPCU shall be responsible for implementation of Part 2 of the Project.

B. **Implementation Arrangements**

1. **Project Implementation Manual**
   
   The Recipient shall adopt a Project Implementation Manual ("PIM") that has been prepared, reviewed and approved by the Association, such manual to be prepared in accordance with terms of reference satisfactory to the Association and setting forth the rules, methods, guidelines and procedures for the carrying out of the Project, including, *inter alia*:

   (a) detailed description of the Project, and the financing and institutional arrangements for implementing the Project at the national, regional, and county levels;
   
   (b) detailed arrangements for social and environmental safeguards, including implementation of the ESCP;
(c) a Sub-Projects handbook for the community and multi-community investments, setting forth the detailed policies and procedures for the Sub-Projects;

(d) Matching Grants Manual for the Matching Grants to Eligible Beneficiaries including a template Matching Grant Agreement;

(e) monitoring, evaluation and reporting procedures for the Project;

(f) disbursement, financial management, auditing and procurement procedures for the Project; and

(g) corruption and fraud mitigation measures.

In the event that any provision of the Project Implementation Manual conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail. The Recipient shall not amend the Project Implementation Manual without the Association’s prior written approval.

2. Annual Work Plans and Budget

The Recipient, through the MoALFC, shall prepare and furnish to the Association for its approval, not later than January 31 of each fiscal year of the Recipient during the implementation of the Project, or such later date as the Association may agree, the Annual Work Plans and Budget containing all activities to be carried out in the following fiscal year of the Recipient, modified in a manner satisfactory to the Association, taking into account the Association’s comments and views on the matter.

C. County Participation Agreements.

1. To facilitate the carrying out of Part 2 of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Category 2 and 3 of the table set forth in Section III.A of this Schedule available to the Participating Counties under a subsidiary agreement (“County Participation Agreement”) between the Recipient and each County, under terms and conditions approved by the Association, which shall include the following; and conditions approved by the Association, which shall include:

(a) The Participating County shall not be required to repay the proceeds of the subsidiary financing received from the Recipient;

(b) the obligation of the Participating County to carry out Part 2 of the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, technical, financial, environmental, social, labor and occupational health and safety standards and practices,
and provide promptly as needed, the facilities, services and other resources required for Part 2 of the Project;

(e) the obligation of the Participating County to: (i) exchange views with the Recipient, and the Association with regard to the progress of Part 2 of the Project, and the performance of its obligations under the County Participation Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Part 2 of the Project;

(d) the obligation of the Participating County to promptly notify the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 2 of the Project, including but not limited any Project-related accidents and incidents, such as, for example, fatalities, or allegations of gender-based violence associated with the Project;

(e) the obligation of the Participating County to carry out Part 2 of the Project in compliance with the Anti-Corruption Guidelines, Procurement Regulations, ESMP and associated documents and the PIM;

(f) the obligation of the Participating County to: (i) 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 Part 2 of the Project; and (ii) 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; and,

(g) the right of the Recipient to take remedial actions against the Participating County, in case the Participating County shall have failed to comply with any of its obligations under the County Participation Agreement, which actions may include, inter alia, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the Subsidiary Financing transferred to each Participating County pursuant to their respective County Participation Agreement (as the case may be).

2. The Recipient shall exercise its rights under the County Participation Agreement 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 County Participation Agreement or any of its provisions.
3. In case of any conflict between the terms of the County Participation Agreement and those of this Agreement, the terms of this Agreement shall prevail.

D. Matching Grants

For purposes of carrying out Part 2.1. of the Project, the Recipient shall cause each Participating County to make a portion of the Financing available under Category 2 as cash (Matching Grants) to the Eligible Beneficiaries. Each Matching Grant shall be provided under a Matching Grant agreement (Matching Grant Agreement) with the respective Eligible Beneficiaries on terms and conditions approved by the Association, and in accordance with the terms and conditions in the PIM including the Matching Grants manual therein.

E. Environmental and Social Standards.

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.

2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:

   (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;

   (b) sufficient funds are available to cover the costs of implementing the ESCP;

   (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and

   (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. The Recipient shall ensure that:

   (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and
the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, \textit{inter alia:} (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

(b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, explosions, spills, and any workplace accidents that result in death, serious or multiple injury, pollution, or any violent labor unrest or dispute between the Recipient or the National Youth Service (assigned to carry out locust control operations under the Project) and local communities, any case of sexual exploitation and abuse, sexual harassment and violence against minors, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar quarter, covering the calendar quarter.
Section III.  Withdrawal of the Proceeds of the Financing

A.  General

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in EUR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services,</td>
<td>21,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>Training and Operating Costs for Part 1, 3 and 4 of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Matching Grants under Part 2.1 of the Project</td>
<td>13,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, Training, Operating Costs,</td>
<td>4,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>and consulting services for Sub-Projects under Part 2.2 of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>39,300,000</td>
<td></td>
</tr>
</tbody>
</table>

B.  Withdrawal Conditions; Withdrawal Period

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

   (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed €9,825,000 may be made for payments made prior to this date but on or after March 1, 2020, for Eligible Expenditures under category 1 that have been agreed with the Association; or
(b) under Category (1) unless and until the Recipient has implemented the applicable material measures and actions including preparing, carrying out consultation on, adopting and publicly disclosing relevant environmental and social assessment/management plans and instruments as set forth in the Environmental and Social Commitment Plan relating to disbursement of Financing for Part I of the Project; or

(c) under Category 2 and 3 unless and until:

(i) the Recipient and each Participating County (as required), has implemented the applicable material measures and actions including preparing, carrying out consultation on, adopting and publicly disclosing relevant environmental and social assessment/management plans and instruments as set forth in the Environmental and Social Commitment Plan relating to disbursement of Financing for Part 2 of the Project; and

(ii) each County Participation Agreement has been duly executed and delivered to the Association.

2. The Closing Date is May 19, 2023.

Section IV. Other Undertakings

1. Without limitation to its obligations under this Agreement and under Section 5.13 of the General Conditions, which sets out that the Procurement Regulations apply to the Project, the Recipient hereby represents and warrants that the Procurement Regulations prevail over the requirements set forth in Recipient's applicable procurement laws and regulations, including but not limited to Kenya's Procurement Act.

2. Without limitation to paragraph C(ii) of Section III.B.1 of Schedule 2 to this Agreement, the Recipient undertakes and warrants that it shall not disburse any proceeds of the Financing to a Participating County to undertake activities under Part 2 of the Project, unless and until there is a duly executed County Participation Agreement with the respective Participating County.
# SCHEDULE 3

## Repayment Schedule

<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 May and November:</td>
<td></td>
</tr>
<tr>
<td>commencing November 1, 2025 to and including May 1, 2045</td>
<td>1.65%</td>
</tr>
<tr>
<td>commencing November 1, 2045 to and including May 1, 2050</td>
<td>3.40%</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 3.05 (b) of the General Conditions.
APPENDIX

Section I. Definitions

1. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

2. "Basis Adjustment to the Service Charge" means the Association’s standard basis adjustment to the Service Charge 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.

3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.


5. "County Project Coordinating Units" means unit implementing Part 2 of the Project established by each Participating County pursuant to Section I.A.5 of Schedule 2 to this Agreement.

6. "County Participation Agreements" means the agreements referred to in Section I.C. of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to each Participating County, as the same may be amended from time to time with the prior written agreement of the Association; and such term includes all schedules to the County Participation Agreement.

7. "Eligible Beneficiaries" means locust affected farmers, farmer groups and Farmer Producer Organizations that qualify as eligible beneficiaries under the PIM for the purpose of Part 2.1 of the Project.

8. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated April 23, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

10. “Input Support” means crop seeds/seedlings, fodder seeds/seedlings; crop nutrition and protection inputs, animal health inputs; and in some cases, animal breeds for restocking.


12. “Labor Payments” means the wages to be made to community workers for carrying out works under the Subprojects.

13. “Locust Command Center” means the unit established within PPSD in MoALFC and referred to in Section I.A. of Schedule 2 to this Agreement.

14. “Locust Control Unit” means the unit to be established under Part 3 of the Project.

15. “Matching Grants” means grants to Eligible Beneficiaries under Part 2.1 of the Project.

16. “Matching Grants Agreement” means an agreement between each Participating County and Eligible Beneficiary for providing Matching Grants.

17. “Matching Grants Manual” means the manual to be prepared by the Recipient and the Participating Counties for purposes of Part 2.1 of the Project and annexed to the PIM.
18. "Ministry of Agriculture, Livestock, Fisheries and Cooperatives" or "MoALFC" means the Recipient's ministry in charge of agriculture, livestock, fisheries and cooperatives and any successors thereto.

19. "Ministry of Environment and Natural Resources" means the Recipient's ministry in-charge of environment and natural resources and any successors thereto.


22. "MPA Program" means the multiphase programmatic approach program designed to prevent and respond to the threat to livelihoods posed by the desert locust outbreak, and to strengthen national and regional systems for preparedness.

23. "Multi-Institutional Technical Team" means the team established in MoALFC and referred to in in Section I.A.3 of Schedule 2 to this Agreement.

24. "National Project Coordination Unit" means the unit established in MoALFC referenced in Section I.A.2 of Schedule 2 to this Agreement.

25. "National Youth Service" means Recipient’s national youth service established pursuant to the National Youth Service Act No.17 of 2018.

26. "Labour Payments" means payments to community members for work they have undertaken under the Sub-Projects.

27. "Locusts" or "locusts" means desert locusts.

28. "Operating Costs" means the incremental expenses incurred on account of Project implementation based on the Annual Work Plan and Budget, and consisting of, audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, bank fees, communication and insurance costs, internet service charges, media and advertising expenses, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, and salaries of Project staff and Labour Payments, but excluding the salaries of the Recipient’s civil servants, meeting allowances, other sitting allowances, salary top ups and all honoraria.

29. "Participating Counties" means the counties identified under the Project Implementation Manual.
30. “Plant Protection Service Division” means the plant protection service division established in MoALFC.


32. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.

33. “Project Implementation Manual” means the manual for the Project to be prepared by the Recipient and referred to in Section I.B.1 of Schedule 2 to this Agreement.

34. “Farmer Producer Organizations” means registered farmer groups listed in the PIM.

35. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.

36. “Sub-Projects” means a subproject to be carried out under Part 2.2 of the Project, in accordance with PIM including the Sub-Projects handbook.

37. “Training” means the reasonable cost of training under the Project, as approved by the Association and included in the Annual Work Plan and Budget, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

38. “Water Sources” means water sources means any water sources within the Recipients territory excluding international waterways.