CREDIT NUMBER 6016-TG
AMENDMENT TO GRANT NUMBER H664-TG

Financing Agreement
Additional Financing for Agricultural Sector Support Project
between
REPUBLIC OF TOGO
and
INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 9, 2017
FINANCING AGREEMENT

Agreement dated June 9, 2017, entered into between REPUBLIC OF TOGO ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to eighteen million seven hundred thousand Euros (18,700,000 Euros) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule I to this Agreement ("Project").

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

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

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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service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

2.05. The Payment Dates are February 15 and August 15 in each year.

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

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

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the Ministry of Agriculture (MoA) in accordance with the provisions of Article IV of the General Conditions.

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—TERMINATION

4.01. The Effectiveness Deadline is the date 120 days after the date of this Agreement.

4.02. 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 V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister responsible for finance

5.02. The Recipient’s Address is:

Ministry of Economy and Finance
Immeuble CASEF
B.P. 387
Lomé
Togo

Facsimile:
228-2221-0905

5.03. The Association’s Address is:

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

Telex: 248423 (MCI) Facsimile: 1-202-477-6391
AGREED at Lome, Togo, as of the day and year first above written.

REPUBLIC OF TOGO

By

Authorized Representative

Title: Minister of Economy and Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Joelle Businger
Title: Country Manager for Togo
SCHEDULE 1

Project Description

The objectives of the Project are to: (i) rehabilitate and reinforce productive capacities among targeted beneficiaries across Selected Value Chains; and (ii) foster an enabling institutional environment for the development of the agricultural sector, in the Recipient’s territory.

The Project consists of the following parts:

Part A. Promotion of Strategic Food Crops, Export Crops and Freshwater Fish Production

1. (A) Supporting a program of activities aimed at developing production and integration of Food Crop Value Chains by building innovative and sustainable market based mechanisms; such program includes:

   (i) technical assistance to develop and promote sustainable forms of partnerships among organized farmers, processors and traders (e.g., ESOP and Warrantage schemes); and

   (ii) support (e.g., operating costs) to selected producers’ organizations involved in the partnerships mentioned in subparagraph (i) above.

   (B) Provision of Sub-Grants aimed at developing production and integration of Food Crop Value Chains through innovative and sustainable market based mechanisms, including:

   (i) Matching Grants for the promotion of targeted domestic agricultural products to local and regional markets;

   (ii) Competitive Grants to promote innovative initiatives to expand market access for other food/feed crops; and

   (iii) Sub-Grants (other than Matching Grants or Competitive Grants) to purchase and distribute (1) agricultural inputs (e.g., seeds and fertilizer) to selected farmers and producer organizations; and (2) equipment (e.g., rice mills, power generators) to selected food processors and/or traders.

2. (A) Supporting a program of activities aimed at designing and implementing reforms in Export-Oriented Value Chains; such program includes:

   (i) technical assistance (e.g., studies, training, surveys, workshops) to: (a) support farmers and farmers organizations involved in the Export-Oriented Value Chains; (b) support institutional strengthening of selected
producer organizations (e.g., to enable efficient input distribution to farmers); (c) strengthen the governance capacity of selected businesses operating in the Export-Oriented Value Chains; (d) assess the feasibility (e.g., through a strategy assessment study) to: (1) privatize the state-owned company in the cotton sector; and (2) strengthen and/or establish inter-professional boards, and (e) support the gradual regeneration of existing coffee and cocoa plantations (and potential extensions in favorable zones);

(ii) purchase and distribution of planting materials to selected farmers and producer organizations; and

(iii) supporting the operational capacity of: (1) specialized extension services for the production of coffee/cocoa; and (2) the cotton producer organizations.

(B) Provision of Sub-Grants aimed at developing production and integration of Export-Oriented Value Chains through innovative and sustainable market based mechanisms, including Competitive Grants to promote innovative initiatives to expand market access for other export crops.

3. (A) Supporting a program of activities aimed at improving selected fishermen, fish farmers, fish merchants and fish processors (with an emphasis on small rural enterprises, women and youth groups) capacity to manage inland fisheries and develop fish farming; such program includes:

(i) technical assistance (e.g., training and studies) to promote profitable and environmentally sound best management practices;

(ii) the purchase and distribution of fingerlings, feed, and fishing nets; and

(iii) rehabilitation of fingerling hatching centers.

(B) Provision of Sub-Grants aimed at developing the continental fish value chains through innovative and sustainable market based mechanisms, including for the provision of selected inputs and equipment.

4. Supporting a program of activities aimed at developing production and value-added of key commodities chosen for their growth potential and poverty reduction impact; such program includes:

(i) The consolidation of existing ESOP through the construction of small infrastructure and the provision of equipment to improve the quality of processed products, capacity building and marketing of final products.

(ii) The technical assistance to Beneficiaries of micro-projects to improve profitability of their business.
(iii) The support of new beneficiaries through the provision of additional Competitive and Matching Grants.

(iv) The transformation of successful micro-projects into micro or small enterprises through contracting with a specialized service provider.

(v) The information and communication campaign to promote Recipient’s food products on local and regional markets.

5. Supporting three traditional cash crops value chains (cotton, coffee and cocoa) including:

(i) For cotton, institutional strengthening of the producers’ organization (FNGPC).

(ii) For coffee and cocoa, regeneration of existing plantations and extensions in favorable zones and capacity building of their inter-professions, including: technical assistance under the coordination of Togo Institute for Agricultural Extension, provision of quality planting material; support for quality improvement for coffee and cocoa products.

6. Supporting a program of activities aimed at improving the management of inland fisheries and developing fish farming, including:

(i) The supply and access to fingerlings, feed and training.

(ii) The dissemination of improved technologies for fish farming in collaboration with WAAPP.

(iii) The support for a sustainable inland fishery management and for the design and implementation of a sustainable funding mechanism.

Part B. Support for livestock sub-sector development

1. (A) Supporting a program of activities aimed at assisting targeted small farmers develop and enhance production of selected livestock (e.g., small ruminants and poultry); such program includes:

(i) provision of vaccination and parasite treatment;

(ii) provision of equipment and materials related to vaccination campaigns (e.g., cold chain equipment and vehicles);

(iii) provision of improved stocks of small ruminants and poultry as well as related inputs (including feeding kits and veterinary products);
(iv) technical assistance to support: (1) small-scale rural animal husbandry techniques; (2) the vaccination/de-worming campaigns; and (3) re-stocking of livestock;

(v) the construction of quarantine hangers and the rehabilitation of animal transit centers; and

(vi) outreach campaigns aimed at promoting such program to targeted groups.

(B) Provision of Matching Grants to targeted small farmers for the construction/rehabilitation of animal shelters.

2. Supporting a program of activities focusing on three key areas, such program includes:

(i) supporting animal health and disease control through country-wide de-worming and vaccination campaigns for poultry and small ruminants and strengthening the pilot mechanism for revolving fund for vaccine procurement and administration already tested in the implementation of the Original Project;

(ii) supporting the development of small scale commercial poultry and small ruminants’ farms through the Matching Grants scheme as well as training and technical assistance to producers; and

(iii) supporting for processing, quality improvement and increased access to markets for animal products through the establishment of small scale culling areas in key livestock rearing regions in the country and capacity building of livestock producers for better organization of animal products marketing.

Part C. Support for capacity building and sector coordination

1. Strengthening the capacities of the MoA by:

(A) Providing technical assistance to support, *inter alia*:

(i) the implementation of sector coordination tools (planning, monitoring, evaluation, dialogue with other sectors);

(ii) the strengthening of its overall fiduciary capacities (procurement, financial management);

(iii) the improvement of the quality and targeting of public expenditures in the agricultural sector;

(iv) the restructuring of MoA, its directorates (at central and regional/local levels) and specialized agencies; and

(v) the introduction of a results-based management and accountability system.
(B) Assisting with the construction and restoration of selected MoA office buildings.

(C) Providing vehicles and office equipment (including, software, internet access).

2. Supporting the MoA's (namely, the Operational Coordination Delegation) capacity in the areas of Project management, coordination, administration, monitoring and evaluation, through, inter alia: (i) technical assistance to assist with: (1) policy reforms and the establishment of sustainable delivery mechanisms in the agriculture sector, as well as (2) the day-to-day implementation and management of the Project; and (ii) the purchase of equipment and materials.

3. Supporting the MoA's capacity to manage and provide financial assistance instruments (e.g., grants, matching grants, competitive grants, credit guarantees and other instruments) through the provision of technical assistance (including, training, studies, workshops).

4. Strengthening the capacities of the MoA, particularly its decentralized entities and autonomous agencies to coordinate the implementation of the Project and manage other PNIASAN investments by:

   (i) the support to continued implementation of RBMAS, fiduciary management and monitoring and evaluation systems;

   (ii) the training plan of MoA staff to ensure effective capacity building;

   (iii) the critical technical studies to accompany sector policy;

   (iv) the support to the implementation framework for the management of financial instruments.
SCHEDULE 2
Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall, throughout the implementation of the Project, maintain the following implementation and coordination arrangements:

(1) The MoA shall, through its General Secretariat, be responsible for the overall supervision and coordination of the Project.

(2) Inter-Ministerial Steering Committee

(a) The Recipient shall maintain the Steering Committee with functions and resources, each satisfactory to the Association.

(b) Without limitation to the provisions of paragraph (a) above, the Steering Committee shall provide, *inter alia*, strategic guidance for Project implementation and mediate political decisions that have an impact on the Project.

(c) Without limitation to the provisions of paragraph (a) above, the Steering Committee shall be chaired by the minister of the MoA and shall be comprised of, *inter alia*, representatives from the ministries responsible for finance, planning, environment and community development as well as representatives from the private sector, producer organizations and civil society.

(3) Agricultural Sector Technical Steering Committee

(a) The Recipient shall maintain the Agricultural Sector Technical Steering Committee with functions and resources satisfactory to the Association.

(b) Without limitation to the provisions of paragraph (a) above, the Agricultural Sector Technical Steering Committee shall be responsible, *inter alia*, for: (i) generally monitoring sector trends and performances; (ii) facilitating dialogue and reviewing programs and projects under implementation, including the Project; (iii) monitoring and coordinate actions of all partners involved in the implementation of the Project; (iv) reviewing and approving annual work plans for the Project and providing recommendations for improvement; (v) reviewing and approving annual reports (technical and financial) before submission to the Steering Committee; and (vi) organizing performance reviews for the Project.
(c) Without limitation to the provisions of paragraph (a) above, the Agricultural Sector Technical Steering Committee shall be chaired by the General Secretary of the MoA and shall include: (i) the MoA’s director of planning; and (ii) representatives from, *inter alia*, producer organizations, the MoA’s technical and administrative directorates, agricultural sector programs or projects, the MoA’s specialized agencies, civil society, private operators, and technical and financial partners.

(4) **Operational Coordination Delegation**

(a) The Recipient shall maintain the Operational Coordination Delegation with functions and resources satisfactory to the Association.

(b) Without limitation to the provisions of paragraph (a) above, the OCD shall be responsible for the implementation of the Project, including: (i) planning, programming, and budgeting the financed activities; (ii) preparation and management of the contractual partnership with the public and private delivery agencies, and with producers organizations; (iii) supervision, control of the field activities; (iv) administration of the technical functions (procurement, financial management, monitoring and evaluation, feedback of beneficiaries; and (v) preparation of financial and project reports.

(c) Without limitation to the provisions of paragraph (a) above, the OCD shall be comprised of, *inter alia*: (i) a national coordination manager for the Project; (ii) an officer responsible for financial management; (iii) an officer responsible for programming (including, monitoring and evaluation); and (iv) a specialist responsible for procurement.

B. **Anti-Corruption**

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

C. **Safeguards**

1. The Recipient shall ensure that, throughout the implementation of the Project, the Project, shall be implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Safeguard Documents.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association, in accordance with Section II of this Schedule 2 to this Agreement, reports on the status of compliance with the Safeguard Documents, giving details of:

   (a) measures taken in furtherance of the Safeguard Documents;
(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and
(c) remedial measures taken or required to be taken to address such conditions.

D. Project Implementation Manual

1. The Recipient shall adopt and thereafter implement the Project in accordance with the Project Implementation Manual; provided, however, that, in the event of any conflict between the provisions of the PIM and those of this Agreement, this Agreement shall prevail.

2. Except as the Association shall otherwise agree, the Recipient shall not amend or waive any provision thereof if, in the opinion of the Association, such amendment or waiver may materially and adversely affect the implementation of the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and set forth in the PIM. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association 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 the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six (6) months after the Closing Date.

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, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

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

4. The Recipient shall disclose the audited Financial Statements in a manner acceptable to the Association. The Recipient agrees that upon receipt of the Financial Statements, the Association shall make them available to the public in accordance with the Association's policy on access to information.

Section III. **Procurement**

A. **General**

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

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

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

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

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and 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 and Works and Non-Consulting Services**

The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding:</td>
</tr>
<tr>
<td>(b) Limited International Bidding:</td>
</tr>
<tr>
<td>(c) Shopping: and</td>
</tr>
<tr>
<td>(d) Direct Contracting</td>
</tr>
</tbody>
</table>
3. **Requirements for the National Competitive Bidding.** The following additional procedures shall apply to National Competitive Bidding:

   (i) Each bidding document and contract financed out of the proceeds of the Financing shall provide that the bidders, suppliers, contractors and their subcontractors, agents, personnel, consultants, service providers, or suppliers shall permit the Association, at its request, to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Association; and the deliberate and material violation of such provision may amount to an obstructive practice as defined in the Procurement Guidelines.

   (ii) The invitation to bid shall be advertised in national newspapers with wide circulation;

   (iii) The bid evaluation, qualification of bidders and contract award criteria shall be clearly indicated in the bidding documents.

   (iv) The bidders shall be given adequate response time (at least four weeks from the date of the invitation to bid or the date of availability of bidding documents, whichever is later) to prepare and submit their bids.

   (v) The contracts shall be awarded to the lowest evaluated bid, provided that it is qualified.

   (vi) The eligible bidders, including foreign bidders, shall not be precluded from participating.

   (vii) No community preference margin shall be granted to contractors from other country than Recipient's country.

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 table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.
D. **Review by the Association of Procurement Decisions**

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

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

A. **General**

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

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing 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 Credit Allocated (expressed in EURO)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, works, and non-consulting-services, consultants’ services, Training and Operating Costs under Parts A, B and C of the Project; except Part A(4)(iii) and Part B(2)(ii) of Section II</td>
<td>16,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>Sub-grants under Part A(4)(iii) and Part B(2)(ii) of Section II</td>
<td>2,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>18,700,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is June 15, 2020.
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 February 15 and August 15, commencing August 15, 2023 to and including February 15, 2055</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

Section 1. Definitions

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

2. "Agricultural Sector Technical Committee" means the Agricultural Sector Technical Steering Committee (Comité Technique de Pilotage du Secteur Agricole) established pursuant to the Recipient inter-ministerial decree no. 2011-022/PR on February 9, 2011.


4. "Beneficiary" means a community, farmer/producer organization and/or individual which or who is a beneficiary of a Sub-Grant for a Sub-Project.

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

6. "Competitive Grant" means a grant to be made to a competitively selected Beneficiary out of the proceeds of the Financing for a Sub-Project under Parts A.4(iii) and B.2(ii) of the Project (as more fully set out in the PIM).


8. "Environmental and Social Management Framework" or "ESMF" mean the Recipient’s document entitled “Cadre de Gestion Environnementale et Sociale du Projet d’Appui au Secteur Agricole”, dated January 21, 2017 detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels, and (b) the actions needed to implement these measures, including monitoring and institution strengthening.

9. "Environmental and Social Impact Assessment" or "ESIA" mean the Recipient’s document prepared and disclosed in accordance with the Environmental and Social
Management Framework with respect to the Project, that include an “Environmental and Social Management Plan” or “ESMP” and that details: (i) the measures to be taken during the implementation and operation of the Project to eliminate, mitigate or offset adverse environmental or social impacts, or to reduce them to acceptable levels.

10. “ESOP” means Entreprises Services et Organisations Paysannes (Business Services and Producer Organizations).

11. “Export-Oriented Value Chains” means the value chains associated with the production and distribution of coffee, cacao and cotton (and any other export-oriented value chain agreed from time to time by the Association).


13. “Food Crop Value Chains” means the value chains associated with the production and distribution of rice, maize, soybeans, and cassava (and any other food/feed crop value chain agreed from time to time by the Association).


15. “ITRA” means Institut Togolais de Recherche Agronomique (Togolese Institute for Agricultural Research).

16. “Matching Grant” means a grant to be made to a Beneficiary out of the proceeds of the Financing for a Sub-Project under Parts A.4(iii) and B.2(ii) of the Project, for which the Beneficiary must provide a matching contribution (in cash or in kind), as further detailed in the PIM.

17. “Ministry of Agriculture, Livestock, and Water Resources” or “MoA” mean the Recipient’s ministry in charge of, among others, agriculture, or any successor thereto.

18. “Operating Costs” means the reasonable incremental operating expenses, based on annual budgets approved by the Association, incurred on account of operation and maintenance costs incurred in connection with the implementation of the Project, including costs related to office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, per diem, but excluding the salaries and indemnities of officials and public servants of the Recipient’s civil service.

19. “Operational Coordination Delegation” or “OCD” mean the Operational Coordination Delegation assigned to the Project pursuant to the Recipient inter-ministerial decree no. 2011-022/PR on February 9, 2011.
20. "Original Financing Agreement" means the financing agreement for a Republic of Togo Agriculture Support Project between the Recipient and the Association, dated, as amended to the date of this Agreement (Credit No. H664-TG).

21. "Original Project" means the Project to be financed by the Association under the Original Financing Agreement.

22. "Pest Management Plan" or "PMP" mean the Recipient's document entitled "Projet d'Appui au Secteur Agricole - Plan de Gestion des Pestes et des Pesticides" dated October 2010, describing the actions and policies required or appropriate to promote and support the safe, effective and environmentally-sound pest management under the Project, as such Pest Management Plan may be amended from time to time, and such term includes all schedules and agreements supplemental to the Pest Management Plan.


26. "Procurement Plan" means the Recipient's procurement plan for the Project, dated February 21, 2017 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.

27. "Project" means the project described in Schedule 1 to this Agreement.

28. "Project Implementation Manual" or "PIM" mean a manual, in form and substance acceptable to the Association, to be adopted by the Recipient for the Project, containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, coordination, social and environmental safeguards, financial, administrative and accounting procedures, and such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

29. "RBMAS" means Results Based Management and Accountability System.

30. "Resettlement Action Plan" or "RAP" mean the Recipient's document prepared and disclosed in accordance with the Resettlement Policy Framework with respect to the Project, which, inter alia: (i) contains a census survey of Affected Persons and valuation of assets; (ii) describes compensation and other resettlement assistance to
be provided, consultation to be conducted with Affected Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation; and (iii) contains a timetable and budget for the implementation of such measures.

31. "Resettlement Policy Framework" or ‘RPF’ mean the Recipient’s document entitled “Projet d’Appui au Secteur Agricole – Cadre de Politique de Réinstallation de la Population” dated December 2010, containing guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Affected Persons, as amended from time to time with the prior written consent of the Association.

32. “Safeguard Documents” means collectively or individually the Environmental and Social Management Framework, the Resettlement Policy Framework, and the Pest Management Plan, the Environmental and Social Management Plans and the Resettlement Action Plans prepared in connection with the Project, if any.

33. “Selected Value Chains” means the Food Crop Value Chains, the Export Oriented Value Chains and value chains associated with aquaculture (fish), continental (inland) fisheries and livestock (and any other value chain agreed from time to time by the Association).

34. “Steering Committee” means the Inter-ministerial Strategic Steering Committee (Comité Interministériel de Pilotage Stratélique – CIPS) established pursuant to the Recipient inter-ministerial decree no. 2011-022/PR on February 9, 2011.

35. “Togo Institute for Agricultural Extension” means Institut de Conseil Agricole et d’Appui Technique du Togo, the public entity in charge of agricultural extension countrywide in Togo.

36. “Training” means the reasonable costs of training under the Project, based on the annual work plans and budgets approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances 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.

37. “WAAPP” means the West African Agricultural Productivity Program.
Section II Amendments to the Original Financing Agreement

The Original Financing Agreement is amended as follows:

1. Part A of the Project set forth in Schedule 1 to the Original Financing Agreement is amended by adding the following activities:

**Part A. Promotion of Strategic Food Crops, Export Crops and Freshwater Fish Production**

4. Supporting a program of activities aimed at developing production and value-added of key commodities chosen for their growth potential and poverty reduction impact; such program includes:

   (i) The consolidation of existing ESOP through the construction of small infrastructure and the provision of equipment to improve the quality of processed products, capacity building and marketing of final products.

   (ii) The technical assistance to Beneficiaries of micro-projects to improve profitability of their business.

   (iii) The support of new Beneficiaries through the provision of additional Competitive and Matching Grants.

   (iv) The transformation of successful micro projects into micro or small enterprises through contracting with a specialized service provider.

   (v) The information and communication campaign to promote Recipient's food products on local and regional markets.

5. Supporting three traditional cash crops value chains (cotton, coffee and cocoa) including:

   (i) For cotton, institutional strengthening of the producers’ organization (FNGPC).

   (ii) For coffee and cocoa, regeneration of existing plantations and extensions in favorable zones and capacity building of their inter-professions, including: technical assistance under the coordination of Togo Institute for Agricultural Extension, provision of quality planting material; support for quality improvement for coffee and cocoa products.

6. Supporting a program of activities aimed at improving the management of inland fisheries and developing fish farming, including:

   (i) The supply and access to fingerlings, fish feed and training.
(ii) The dissemination of improved technologies for fish farming in collaboration with WAAPP.

(iii) The support for a sustainable inland fishery management and for the design and implementation of a sustainable funding mechanism.

3. Part B of the Project set forth in Schedule 1 to the Original Financing Agreement is amended by adding the following activities:

**Part B. Support for livestock sub-sector development**

2. Supporting a program of activities focusing on three key areas, such program includes:

   (i) supporting animal health and disease control through country-wide de-worming and vaccination campaigns for poultry and small ruminants and strengthening the pilot mechanism for revolving fund for vaccine procurement and administration already tested in the implementation of the Original Project;

   (ii) supporting the development of small scale commercial poultry and small ruminants' farms through the matching grants scheme as well as training and technical assistance to producers;

   (iii) supporting for processing, quality improvement and increased access to markets for animal products through the establishment of small scale culling areas in key livestock rearing regions in the country and capacity building of livestock producers for better organization of animal products marketing.

3. Part C of the Project set forth in Schedule 1 to the Original Financing Agreement is amended by adding the following activities:

**Part C. Support for capacity building and sector coordination**

4. Strengthening the capacities of the MoA, particularly its decentralized entities and autonomous agencies to coordinate the implementation of the Project and manage other PNIASAN investments by:

   (i) the support to continued implementation of RBMAS, fiduciary management and monitoring and evaluation systems;

   (ii) the training plan of MoA staff to ensure effective capacity building;

   (iii) the critical technical studies to accompany sector policy;

   (iv) the support to the implementation framework for the management of financial instruments.

The Closing Date in Section IV.B.2 of Schedule 2 to the Original Financing Agreement is extended to June 15, 2020.