OFFICIAL DOCUMENTS

CREDIT NUMBER 6273-SN

Financing Agreement

(Saint-Louis Emergency Recovery and Resilience Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SENEGAL (“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, deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement, in an amount equivalent to twenty-four million four hundred thousand Euros (EUR 24,400,000) (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plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.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 Payment Dates are April 15 and October 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 Euros.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V 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 Project Implementing Entity’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity 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 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 Conditions of Effectiveness consist of the following: the Subsidiary Agreement: (i) has been executed on behalf of the Recipient and the Project Implementing Entity; and (ii) has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.

5.02. The Effectiveness Deadline is the date ninety (90) 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 its minister in charge of finance.

6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient’s address is:

Ministère de l’Économie, des Finances et du Plan
Rue René N’diaye
B.P. 4017
Dakar
Republic of Senegal; and

(b) the Recipient’s Electronic Address is:

Telex: Facsimile:
3203 G +221-33-821-1630

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 SENEGAL

By

Authorized Representative

Name: _____________________________
Title: ______________________________
Date: ______________________________

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Louise J. Cox
Title: Country Director
Date: 6/22/2018
SCHEDULE 1

Project Description

The objective of the Project is to reduce the vulnerability of populations to coastal hazards along the *Langue de Barbarie* and strengthen urban and coastal resilience planning of the city of Saint-Louis.

The Project consists of the following parts:

**Part A: Meeting immediate needs of the disaster affected population**

1. Carrying out a feasibility study for the design of an emergency resettlement program for the Affected Persons.

2. Dissemination of the feasibility study for the design of the emergency resettlement program through a communication and information campaign.

3. Provision of temporary accommodation and related services for the families that have been affected by the disaster through rental subsidies and installation of temporary housing units to be constructed on a relocation site.

**Part B: Planned relocation of populations living in the highest risk zones in the* Langue de Barbarie***

1. Design and implementation of a citizen engagement and social support strategy to ensure that target beneficiaries are sufficiently involved.

2. Supporting the livelihood of the Affected Persons through the creation and the restoration of socio-economic activities and provision of training to acquire new skills ("Micro-projects").

3. (i) Identification study and analysis of potential relocation sites; (ii) design and works for the development of the relocation site; and (iii) supervision of the relocation site civil works.

4. Study, design and construction of permanent housing for the Affected Persons.

**Part C: Strengthening urban and coastal resilience**

1. Restoration of the liberated area along the *Langue de Barbarie* by conceptualizing and designing a site development plan for the area and carrying out works to reclaim the area.
2. Design of a sustainable and long-term coastal engineering solution to protect the Langue de Barbarie shoreline.

3. Development and operationalization of an early warning system at the local level, including a monitoring mechanism for hazards and areas at risk for the collection, processing and dissemination of data to the population.

4. Development of an urban resilience plan for the city of Saint-Louis by providing an integrated strategy including a broad set of stakeholders, government partners and beneficiary communities.

5. Institutional capacity building through technical assistance for the Project’s main stakeholders to ensure sustainability of the Project’s achievements.

Part D: Contingent emergency response

Contingent Emergency Response (“CERC”) through the provision of immediate response to an Eligible Crisis or Emergency, as needed.

Part E: Project management, monitoring and evaluation

Support the Project management, coordination, monitoring, evaluation, procurement, technical and safeguards audits and mitigation measures related to safeguards, including the Operating Costs, Training, communication and equipment of the Project Implementing Entity, the PSC, the PTC and the Implementing Partners.
SCHEDULE 2

Project Execution

Section 1. Implementation Arrangements

A. Institutional Arrangements.

1. Project Implementation Generally

(a) The Recipient shall carry out the Project (including the procurement and financial management aspects) through the Project Implementing Entity in accordance with the procedures and arrangements set forth in the Project Implementation Manual.

(b) The Recipient shall ensure the recruitment of: (i) an environmental safeguards specialist; (ii) a social safeguards specialist; (iii) a civil engineer; (iv) an urban resilience expert; (v) an assistant in monitoring and evaluation; (vi) a procurement specialist; (vii) an accountant; (viii) a technical assistant; and (ix) a local coordinator to support the day to day monitoring and coordination of the Project activities in Saint-Louis, no later than two (2) months after the Effective Date.

2. Project Steering Committee

(a) The Recipient shall establish and thereafter maintain, at all times during the implementation of the Project, a project steering committee with a composition, mandate, and resources satisfactory to the Association ("Project Steering Committee" or "PSC").

(b) Without limitation to sub-paragraph (a) above, the PSC shall be chaired by the governor of Saint-Louis and include representatives of all involved technical regional departments, the central government, beneficiary municipalities, the prefect of Saint Louis, the sub-prefect of Rao and representatives of such other ministries or agencies that the Recipient may deem necessary in consultation with the Association.

(c) The Municipality of Saint-Louis through ADC shall serve as the secretariat of the PSC and shall be in charge of: (i) organizing the PSC meetings; and (ii) providing all necessary information on Project performance and monitoring. The PSC shall meet semi-annually and on an ad-hoc basis as necessary.

(d) Without limitation to sub-paragraph (a) above, the PSC shall be responsible, among other things, for: (i) providing overall strategic guidance to ensure implementation of the Project; (ii) eliminating
blockages as a result of bureaucracy that could negatively affect Project implementation as well as integration with other urban development programs; and (iii) ensure coordination of Project activities with the Recipient’s overall program for recovery from the flooding and coastal erosion, all in accordance with the provisions of this Agreement and of the PIM.

3. **Project Technical Committee**

(a) The Recipient shall establish and thereafter maintain, at all times during the implementation of the Project, a project technical committee which shall be responsible for ensuring the resolution of technical and implementation challenges of the Project, with a composition, mandate, and resources satisfactory to the Association (“Project Technical Committee” or “PTC”).

(b) Without limitation to sub-paragraph (a) above, the PTC shall be chaired by the prefect of Saint-Louis and include representatives from the Implementing Partners and key state actors with the requisite qualification and experience to contribute to technical reviews. The PTC shall be assisted by an operational technical group (“OTG”) for the review and pre-approval of the technical aspects of the Project. The OTG shall be co-chaired by DUA and DEEC.

(c) ARD shall serve as the secretariat of the PTC and shall be in charge of: (i) organizing the PTC meetings; and (ii) provide all necessary information on Project performance and monitoring. The PTC shall meet on an ad-hoc basis as necessary.

4. **Implementing Partners**

Without limitation to the provisions of paragraph 1 this Section I.A, and for the purpose of carrying out Project activities, the Recipient shall:

(a) ensure the Project Implementing Entity enters into: (i) Memorandums of Understanding with ARD and the Municipality of Saint-Louis to set out the terms and conditions of their respective participation in the Project; and (ii) an Outputs Agreement with UNOPS in accordance with the Procurement Plan, no later than two (2) months after the Effective Date; and

(b) ensure that ARD, the Municipality of Saint-Louis and UNOPS are being collectively referred to as the “Implementing Partners”.


5. Project Implementation Manual

(a) No later than two (2) months after the Effective Date, the Recipient shall ensure that the Project Implementing Entity:

(i) prepares under terms of reference acceptable to the Association, and furnishes to the Recipient and the Association, an implementation manual for the Project containing detailed arrangements and procedures for:

(A) institutional coordination and day-to-day execution of the Project;

(B) Project budgeting, disbursement and financial management;

(C) eligibility criteria for the Micro-projects;

(D) procurement;

(E) monitoring, evaluation, reporting and communication;

(F) safeguards monitoring and mitigation; and

(G) such other arrangements and procedures as shall be required for the Project;

(ii) update the procedural manual specific to the financial management of the Project as an annex to the Project Implementation Manual;

(iii) affords the Recipient and the Association a reasonable opportunity to exchange views with the Project Implementing Entity; and

(iv) thereafter adopts such Project implementation manual as shall have been approved by the Association ("Project Implementation Manual" or "PIM").

(b) In case of any conflict between the Project Implementation Manual and the provisions of the Legal Agreements, the provisions of the Legal Agreements shall prevail.

(c) Except as the Association shall otherwise agree in writing, the Recipient shall ensure that the Project Implementing Entity does not amend, abrogate or waive any provision of the Project Implementation Manual.
B. Subsidiary Agreement.

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity, on a grant basis, under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement").

2. The Recipient shall carry out its obligations and exercise its rights under the Subsidiary 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 Subsidiary Agreement or any of its provisions.

C. Anti-Corruption.

Without limitation on the provisions of Part A of this Section, the Recipient shall carry out the Project, or cause the Project to be carried out, in accordance with the provisions of the Anti-Corruption Guidelines.

D. Annual Work Plans and Budget.

1. The Recipient shall, not later than December 5 of each year of Project implementation, prepare and furnish to the Association, an annual work plan and budget ("Annual Work Plan and Budget") containing all activities proposed to be included in the Project and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed Annual Work Plan and Budget and thereafter ensure that the Project is implemented in accordance with such Annual Work Plan and Budget as shall have been approved by the Association.

E. Safeguards.

1. The Recipient shall ensure that all activities carried out under the Project are consistent with the Association's social and environmental safeguard policy requirements, as well as its own environmental and social laws and regulations.

2. The Recipient shall ensure that the Project is implemented in accordance with the provisions, guidelines, procedures, timetables and other specifications set forth in the ESMF, the ESIA and the RAP and any Safeguard Documents to be prepared under the Project.
3. The Recipient shall ensure that no planned relocation under Part B of the Project shall be implemented, unless: (i) the RAP has been: (A) prepared and furnished to the Association; (B) approved by the Association; and (C) publicly disclosed; and (ii) (A) all measures required to be taken under said RAP prior to the initiation of said activity have been taken, including, without limitation to the above, providing funds for resettlement compensation when and if required under the RAP; (B) a report, in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP has been prepared and furnished to the Association; and (C) the Association has confirmed that the implementation of said activity may be commenced.

4. Except as the Association shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the Association, the Recipient shall not abrogate, amend, repeal, suspend or waive any provisions of any of the Safeguard Documents, nor shall it permit any other entity participating in the implementation of the Project to do so.

5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association, on a semi-annual basis, reports on the status of compliance with the Safeguard Documents, giving details of: (i) measures taken in furtherance of the Safeguard Documents; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (iii) remedial measures taken or required to be taken to address such conditions.

6. In the event that any provision of either the Safeguard Documents shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

F. Contingent Emergency Response.

In order to ensure the proper implementation of Part D of the Project, the Recipient shall:

1. (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for Part D of the Project, including:

   (i) confirmation of designation of terms of reference for, and resources to be allocated to, the entity responsible for coordinating and implementing Part D of the Project ("Coordinating Authority");

   (ii) specific activities which may be included in Part D of the Project, eligible expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion;
(iii) financial management arrangements for Part D of the Project;
(iv) procurement methods and procedures for Emergency Expenditures to be financed under Part D of the Project;
(v) documentation required for withdrawals of Emergency Expenditures;
(vi) environmental and social safeguard management framework, for Part D of the Project, consistent with the Association’s policies on the matter; and
(vii) any other arrangements necessary to ensure proper coordination and implementation of Part D of the Project;

(b) afford the Association a reasonable opportunity to review said proposed operations manual;

(c) promptly adopt such operations manual for said Part C of the Project as shall have been approved by the Association ("CERC Operations Manual");

(d) ensure that Part D of the Project is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

(e) refrain from amending, suspending, abrogating, repealing or waiving any provision of the CERC Operations Manual without prior approval by the Association.

2. The Recipient shall, throughout the implementation of Part D of the Project, maintain the Project Implementing Entity, with qualified staff and financial resources satisfactory to the Association.

3. The Recipient shall undertake no activities under Part D of the Project (and no activities shall be included in said Part of the Project) unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in Part D of the Project in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

B. Project Financial Audits

The Recipient shall have the Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal is made. 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. 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 Euros)</th>
<th>Percentage of Financed Expenditures to be (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services for the Project except for Part B.2</td>
<td>23,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Micro-projects under Part B.2</td>
<td>1,100,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Emergency Expenditures under Part D of the Project</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>24,400,000</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 9,700,000 Euros may be made for payments made prior to this date but on or after May 1, 2018, for Eligible Expenditures.

   (b) Under Category 2, unless the Recipient has prepared and developed the Project Implementation Manual as set forth in Section I.A.5 of Schedule 2 to this Agreement.

   (c) under Category 3 unless (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities under Part D of the Project in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and (ii) the Recipient has adopted a CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual remain, or have been updated in accordance with the provisions of Section I.F.1(c) of this Schedule 2 so as to be appropriate for the inclusion and implementation of said activities under the Part D of the Project.
2. The Closing Date is June 30, 2023.

Section IV. Other Undertakings

A. Counterpart Funds Account

1. Without limitation upon its other obligations under Section 5.03 of the General Conditions, the Recipient shall:

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

   (b) not later than the last day of every quarter, beginning in the 1st quarter of FY2019, deposit into the Counterpart Funds Account an amount corresponding to the Recipient's minimum share of the cost of the Annual Work Plan and Budget for that Fiscal Year as set forth in the following table or in accordance with such other schedule as may be agreed from time to time between the Recipient and the Association:

<table>
<thead>
<tr>
<th>Fiscal Year (FY) Period</th>
<th>Amount of Counterpart Funds (in Euros)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2019</td>
<td>609,796</td>
</tr>
<tr>
<td>FY 2020</td>
<td>990,919</td>
</tr>
<tr>
<td>FY 2021</td>
<td>990,919</td>
</tr>
<tr>
<td>FY 2022</td>
<td>838,470</td>
</tr>
<tr>
<td>FY 2023</td>
<td>381,123</td>
</tr>
<tr>
<td>TOTAL</td>
<td>3,811,227</td>
</tr>
</tbody>
</table>

   (c) ensure that funds deposited into the Counterpart Funds Account shall be used only for the purposes of defraying the cost of expenditures incurred which are part of the Annual Work Plan and Budget and consistent with the objective of the Project.
**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 April 15 and October 15</td>
<td></td>
</tr>
<tr>
<td>commencing October 15, 2024 to and including April 15, 2056</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 3.05 (b) of the General Conditions.
APPENDIX

Definitions

1. “ADC” means Association de Développement Communautaire, the technical support department of the Municipality of Saint-Louis.

2. “ADM” means Municipal Development Agency (Agence de Développement Municipal), a not-for-profit private association, created the Constitutive General Assembly adopting its articles of incorporation (statuts), dated July 8, 1997 and established in accordance with the Recipient’s laws, by the Official Declaration no. 14406/MINT/DAGAT/DEL/AS, dated April 22, 2010 and operating pursuant to the laws of the Recipient, as the same may be amended from time to time.

3. “Affected Persons” means a person who as a result of a disaster is affected in any of the following ways: (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 the affected person must move to another location; and “Affected Person” means any of the Affected Persons.

4. “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.

5. “ARD” means Agence de Développement Régionale, the Recipient’s regional development agency.

6. “Basis Adjustment to the Interest Charge” means the Association’s standard basis adjustment to the Interest 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.

7. “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.

8. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

9. “CERC Operations Manual” means the operations manual referred to in Section I.F.1(c) of Schedule 2 to this Agreement, to be adopted by the Recipient.
for purposes of Part C of the Project in accordance with the provisions of said Section.

10. "DEEC" means Direction Régionale de l’Environnement et des établissements classés, the Recipient’s regional department of environment and classified entities.

11. "DUA" means Direction de l’Urbanisme et de l’Architecture, the Recipient’s department of urban planning and architecture.

12. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

13. "Emergency Expenditure" means any of the Eligible Expenditures for goods, works and/or services, as detailed in the CERC Operations Manual, required to carry out one or more of the activities provided for under Part D of the Project.

14. "ESIA" or "Environmental and Social Impact Assessment" means an assessment, approved by the Association for the Project, to be carried out by the Recipient to evaluate the Project’s potential environmental and social risks and impacts in its area of influence, examine alternatives and identify ways of mitigating and managing adverse environmental and social impact throughout Project implementation, as the same may be amended from time to time with the agreement of the Association.

15. "ESMF" or "Environmental and Social Management Framework" means the framework to be disclosed in the Recipient’s territory and on the Bank’s website, in form and substance satisfactory to the Association, setting out modalities to be followed in assessing the potential adverse environmental impact, including impact on natural habitats, physical cultural resources, associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact.

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


18. "Memorandum of Understanding" means the memorandums to be entered into between the Project Implementing Entity and ARD and Municipality of Saint-Louis, as applicable, as set out in paragraph 4 of Section 1.A of Schedule 2 to this Agreement.
19. "Municipality of Saint-Louis" means the organization in charge of the management of the city of Saint-Louis, including: (i) the mayor and his/her deputies which represent the executive authority at the local level; and (ii) the municipal council which is the deliberative body in charge of the municipality affairs.

20. "Operating Costs" means the incremental operating expenses, based on annual budgets approved by the Association, on account of the Project, consisting of operation and maintenance costs of office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, salaries of contractual staff, travel and supervision costs including per diem, but excluding the salaries and indemnities of officials and public servants of the Recipient's civil service.

21. "Outputs Agreement" means an agreement for the delivery of development assistance outputs for the Project, in form and substance acceptable to the Association.


23. “Project Implementing Entity” means ADM.


25. "RAP" or “Resettlement Action Plan” means a resettlement action plan to be prepared by the Recipient setting out, for a particular activity, including planned relocations, if any, supported under the Project, actions and measures for compensation and resettlement of Affected Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with the RAP, as such plan may be revised from time to time with prior written approval of the Association.

26. “Safeguard Documents” means the ESMF, the ESIA and the RAP and any safeguards instruments required to be prepared under the Project.

27. “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.
28. "Training" means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.