WAPP Financing Agreement

(Additional Financing for the West African Power Pool (WAPP) Integration and Technical Assistance Project and Amendment to the Original Project Financing Agreement)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WEST AFRICAN POWER POOL
AGREEMENT dated as of the Signature Date, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and the WEST AFRICAN POWER POOL ("Recipient" or "WAPP", as further defined in Section I of the Appendix to this Agreement) for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement) and amending the Original Project Financing Agreement (as defined in Section I of the Appendix to this Agreement).

WHEREAS (A) the Authority of Heads of State and Government of the Economic Community of West African States ("ECOWAS", as further defined in Section I of the Appendix to this Agreement) adopted the ECOWAS Energy Protocol ("EEP"): (i) under the Decision A/Dec.17/01/03 dated January 31, 2003, to serve as the framework for policy reform, institutional development and investments in the energy sector in the ECOWAS member countries; and (ii) in furtherance of the Decision A/Dec.5/12/99 dated December 10, 1999, relative to the development of a cooperative mechanism for pooling the operations of the national power systems of ECOWAS member states into a unified regional electricity market ("West African Power Pool Market" or "Program");

(B) the Association initially provided support to precedent activities under the Program by extending financial assistance to the Republic of Ghana ("Ghana") to finance the First Phase of the Coastal Transmission Backbone Project pursuant to the Development Credit Agreement dated August 31, 2005, between Ghana and the Association;

(C) the Association extended financial assistance again to Ghana and to the Republic of Benin ("Benin") to finance the Second Phase of the Coastal Transmission Backbone Project under the Program pursuant, respectively, to the Financing Agreement between Ghana and the Association dated December 4, 2007, and the Financing Agreement between Benin and the Association dated March 2, 2007;

(D) thereafter, the Association extended financial assistance to the Republic of Mali ("Mali"), the Islamic Republic of Mauritania ("Mauritania") and the Republic of Senegal ("Senegal") to finance the OMVS (Organisation pour la Mise en Valeur du fleuve Sénégal) Felou Hydroelectric Project under the Program pursuant, respectively, to the Financing Agreement between Mali and the Association dated September 13, 2006, the Financing Agreement between Mauritania and the Association dated September 13, 2006, and the Financing Agreement between Senegal and the Association dated September 13, 2006;

(E) subsequently, the Association extended financial assistance to Ghana and Burkina Faso to finance the First Phase of the Inter-Zonal Transmission Hub Project under
the Program pursuant, respectively, to the Financing Agreement between Ghana and the Association dated March 26, 2012 and the Financing Agreement between Burkina Faso and the Association dated August 9, 2011;

(F) by a financing agreement ("Original Liberia Financing Agreement") entered into between the Republic of Liberia ("Liberia") and the Association, the Association extended to Liberia a credit in an amount equivalent to ninety-three million three hundred thousand Special Drawing Rights (SDR 93,300,000) to assist Liberia in financing part of the cost of activities related to the Original Project under the Program on the terms and conditions set forth in the Original Liberia Financing Agreement;

(G) by a financing agreement to be entered into between Liberia and the Association ("Liberia Financing Agreement"), the Association will extend to Liberia a grant in an amount equivalent to sixteen million one hundred thousand Special Drawing Rights (SDR 16,100,000) and a credit in an amount of twenty-two million six hundred fifty-five thousand Dollars (USD 22,655,000) to assist Liberia in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Liberia Financing Agreement;

(H) by a financing agreement to be entered into between the Republic of Sierra Leone ("Sierra Leone") and the Association ("Sierra Leone Financing Agreement"), the Association will extend to Sierra Leone a credit in an amount of fifty-nine million five hundred seventy thousand Dollars (USD 59,570,000) to assist Sierra Leone in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Sierra Leone Financing Agreement;

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

(J) by each of the Letters of Agreement provided, respectively, by the Republic of Côte d'Ivoire ("Côte d'Ivoire"), Benin, Burkina Faso, the Republic of Niger ("Niger") and the Republic Togo ("Togo") (collectively the "Participating Countries" as further defined in Section I of the Appendix to this Agreement), the said aforementioned countries have agreed to, and authorized, that the activities under Part B.1 of the Project be carried out in their respective territories and have declared their commitment to allowing the implementation of the said Project activities with due diligence and efficiency upon the terms and conditions set forth in the respective Letters of Agreement; and

WHEREAS the Association has also agreed, on the basis, inter alia, of the foregoing, to extend the grant provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the Association and the Recipient hereby agree as follows:
ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in Section I of 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 Preamble or in Appendix to this Agreement.

ARTICLE II — GRANT

2.01. The Association agrees to extend to the Recipient, a grant, deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement, in an amount equivalent to twelve million four hundred thousand Special Drawing Rights (SDR 12,400,000) ("Grant"), to assist in financing Part A of the Project:

2.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV 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 Grant Balance.

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

2.05. The Payment Currency is the Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry out the Project through its General Secretariat in accordance with the provisions of Article IV of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

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

(a) The WAPP Articles of Agreement or the EEP, as the case may be, have been amended, suspended, abrogated, supplemented, replaced or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.

(b) A situation has arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out.
(c) Benin, Burkina Faso, Côte d'Ivoire, Niger, or Togo, as the case may be, shall have failed to comply with any of the representations or assurances contained in the respective Letter of Agreement.

(d) A Participating Country has failed to make payment (notwithstanding the fact that such payment may have been made by a third party) of principal, interest, service charges or any other amount due to the Association or the Bank: (i) under any agreement between such Participating Country and the Association; or (ii) under any agreement between such Participating Country and the Bank; or (iii) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Association or the Bank to any third party with the agreement of such Participating Country.

4.02. The Additional Events of Acceleration consist of the following:

(a) Any event specified in paragraph (a) of Section 4.01 of this Agreement occurs.

(b) Any event specified in paragraphs (c) and (d) of 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 Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

5.02. 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 date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Secretary General.

6.02. For purposes of Section 10.01 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: E-mail:
248423 (MCI) (1) 202-477-6391 hkerali@worldbank.org

6.03. For purposes of Section 10.01 of the General Conditions:

(a) the Recipient's address is:

West African Power Pool
06 BP 2907
Cotonou
Republic of Benin; and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:
(229) 21 37 4121 96 kisiengui@ecowapp.org
(229) 21 37 71 43
AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: KATRINA SHARKEY
Title: COUNTRY MANAGER
Date: 18/12/17

WEST AFRICAN POWER POOL

By

[Signature]

Authorized Representative

Name: S. A. L<1
Title: S C WAPP
Date: 18/12/17
SCHEDULE 1

Project Description

The objective of the Project is to increase the technical integration of the Recipient's network.

The Project constitutes the first phase of the Program, and consists of the Original Project and the following additional parts:

Part A: Supply Alternatives Studies and Project Preparation Support

Carrying out by the Recipient of a program to ensure that the generation capacity along the transmission line to be constructed under Part A.1 of the project described, respectively, in Schedule 1 to the Liberia Financing Agreement and the Sierra Leone Financing Agreement, is developed in the medium- to long-term in a timely manner and in accordance with least cost principles, encompassing the carrying out of preparatory institutional, legal, pre-feasibility/feasibility, and environmental and social impact assessment studies and safeguards instruments for potential hydropower plants or energy infrastructure and the provision of workshops, training and goods as required for the purpose.

Part B: Integration of the Recipient Network and Strengthening of the Recipient

1. Integration of the Recipient Interconnected Network

Carrying out by the Recipient of a synchronization program aimed to establish a sub-regional market for electricity on the basis of a suitably interconnected and synchronous operation of the regional transmission networks of six power utilities in the ECOWAS region, encompassing: (i) the updating of a feasibility study to determine the equipment needs and the installation of the equipment in the power utilities; (ii) the leasing of such equipment on a gratis basis to the power utilities; and (iii) the operation and maintenance of the equipment by the power utilities to control frequency and load/supply.

2. Strengthening of the Recipient

Strengthening of the Recipient, with particular emphasis on capacity building of the PIPES and the ICC, to support the Recipient in: (i) the development, implementation and monitoring of the WAPP priority projects; (ii) deploy the operational security and mitigation plan for the power pool operation; (iii) the implementation of a certification process for the network operators to allow better coordination between control centers involved in the regional energy exchanges; and (iv) the completion of a study to establish a road map for the market and a tariff methodology for the regional electricity market and the development of standardized market operating rules for the WAPP Market zone.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. General Secretariat

The Recipient shall carry out the Project through the General Secretariat. To that end, the Recipient shall maintain the General Secretariat adequately provided with financial resources and staffed, throughout Project implementation, with professionals (including a procurement specialist, among others) hired under terms of reference and with qualifications and experience satisfactory to the Association.

B. Safeguards

1. The Recipient shall take all action required on its behalf to ensure that the Project is implemented in accordance with the provisions of the Environmental and Social Management Plan (ESMP) in a manner satisfactory to the Association.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall compile and furnish to the Association on a quarterly basis, or promptly whenever the circumstances warrant, reports on the status of compliance with the ESMP, giving details of:

   (a) measures taken in furtherance of the ESMP;

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

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

3. The Recipient shall promptly take all remedial measures referred to in paragraph 2 of this Section B as shall have been agreed by the Association.

4. The Recipient shall, not later than three (3) months after the Effective Date, establish and, thereafter maintain throughout Project implementation, an independent panel of experts, under terms of reference and staffed with personnel with qualifications and experience satisfactory to the Association, which shall include a dam specialist, a geologist, a hydrologist, a hydraulic engineer, an electro-mechanical engineer, an environmental specialist, a social specialist and a health and safety specialist, with the purpose of, inter alia, providing advice on any potential riparian issues, technical design, construction procedures, dam
safety, environmental, social and health safety aspects to support and inform the development of the studies being undertaken under the Project.

5. The Recipient shall ensure that terms of reference for a plan for construction supervision and quality assurance, an instrumentation plan, an operation and maintenance plan and an emergency preparedness plan for a potential hydropower project for the St. Paul River, are prepared, all satisfactory to the Association and duly incorporating and taking into consideration the requirements of the Association's safeguard policies.

6. The Recipient shall ensure that all technical assistance under the Project, the application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference to ensure that the technical assistance takes into consideration, and calls for application of, the Association’s safeguard policies and the relevant Participating Countries' own laws relating to the environment and social aspects.

7. The Recipient shall, not later than three (3) months after the Effective Date, establish and, thereafter maintain throughout Project implementation, a focal team vested with the main responsibility of providing technical and operational support to HLSC, all under terms of reference and staffed with personnel with qualifications and experience satisfactory to the Association. The focal team will be composed of a Project coordinator, a technical coordinator, two (2) junior engineers and other experts, such as solar or social and environment safeguard experts, which may be called upon to reinforce the team if and as needed. The focal team will be responsible, inter alia, for: (i) providing technical inputs to the terms of reference of the studies to be carried out under the Project; (ii) facilitating the provision of documentation to the consultants; (iii) reviewing the studies progress reports to ensure quality and relevance of the outputs; (iv) providing summaries and briefings to the HLSC; and (v) supporting consultations with stakeholders.

C. Training

For the purposes of the training and workshops to be provided under the Project, the Recipient shall:

(a) furnish to the Association for its approval, not later than November 30 of each year, a training program and the workshops including an explanation of how such training and workshops are consistent and conducive to the objective of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;
(b) to select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and

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

D. **WAPP Project Implementation Manual**

The Recipient shall take all action required: (i) to carry out the Project in accordance with the provisions and requirements set forth or referred to in the WAPP Project Implementation Manual; (ii) to submit recommendations to the Association for its consideration for changes and updates of the WAPP Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objective of the Project; and (iii) not assign, amend, abrogate or waive the WAPP Project Implementation Manual or any of its provisions without the Association’s prior agreement. Notwithstanding the foregoing, if any of the provisions of the WAPP Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

E. **Operation and Maintenance of the Recipient**

The Recipient shall:

(a) carry on its operations and conduct its affairs in accordance with sound administrative, financial, engineering and environmental practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers;

(b) at all times cause its plants, machinery, equipment and other property to be operated and maintained and, from time to time, promptly as needed, cause all necessary repairs and renewals thereof to be made, all in accordance with sound engineering, environmental and financial practices; and

(c) take out and maintain, or cause to be taken out and maintain, with responsible insurers, or make other provision satisfactory to the Association for, insurance against such risks and in such amounts as shall be consistent with appropriate practice.
Section II.  Project Monitoring, Reporting and Evaluation

A.  Project Reports

1. The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

B.  Mid-Term Review

The Recipient shall:

(a) prepare, under terms of reference satisfactory to the Association and on the basis of the Monitoring and Evaluation Indicators, and furnish to the Association, not later than March 15, 2019, a report integrating the results of the monitoring and evaluation activities referred to in Section II.A.1 of this Schedule and setting out the measures recommended to ensure the efficient carrying out of the Project and achievement of the objective thereof during the period following such date; and

(b) review with the Association, not later than May 15, 2019, or such later date as the Association shall request, the report referred to in the preceding paragraph (a), and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report and the Association’s views on the matter.

Section III.  Procurement

A.  General

1. Goods and Non-consulting Services. All goods and non-consulting services required for the Project and to be financed out of the proceeds of the Grant 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 Grant 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 and Non-consulting Services

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (i) Limited International Bidding; (ii) National Competitive Bidding, using the competitive bidding procedure normally used for public procurement in Benin with the modifications and additions that the Association may determine are required to make such procedure acceptable for use under the Grant; (iii) Shopping; and (iv) Direct Contracting.

C. Particular Methods of Procurement of Consultants' Services

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

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

Section IV. Withdrawal of the Proceeds of the Grant

1. 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 Grant 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 Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants' services, training and workshops under Part A of the Project</td>
<td>12,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>12,400,000</td>
<td></td>
</tr>
</tbody>
</table>

2. Notwithstanding the provisions of paragraph 1 above, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed the equivalent of SDR 2,400,000 may be made for payments made prior to this date but on or after December 15, 2016, for Eligible Expenditures under Category (1).

3. The Closing Date is December 15, 2020.

Section V. Amendments to Original Project Financing Agreement

The Original Project Financing Agreement is amended as follows:

1. In Schedule 1 thereof (Project Description), the description of Part A of the Original Project is amended to read as set forth in Part A of Schedule 1 to this Agreement.

2. The Closing Date set forth in Section IV.B.2 of Schedule 2 is amended to read "December 15, 2020."
APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means for purpose of Section 5.14 of and 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.

2. “Benin Letter of Agreement” means the letter from Benin dated March 29, 2012, stipulating certain representations on the cooperation it will provide to the WAPP to ensure the Project is carried out promptly and effectively and relied upon by the Association in making the Grant available to the Recipient.

3. “Burkina Faso Letter of Agreement” means the letter from Burkina Faso dated March 23, 2012, stipulating certain representations on the cooperation it will provide to the WAPP to ensure the Project is carried out promptly and effectively and relied upon by the Association in making the Grant available to the Recipient.

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


6. “Côte d’Ivoire Letter of Agreement” means the letter from Côte d’Ivoire dated April 4, 2012, stipulating certain representations on the cooperation it will provide to the WAPP to ensure the Project is carried out promptly and effectively and relied upon by the Association in making the Grant available to the Recipient.

7. “ECOWAS” means the Economic Community of West African States, whose member states are Benin, Burkina Faso, the Republic of Cape Verde, Côte d’Ivoire, the Republic of The Gambia, Ghana, Guinea, the Republic of Guinea Bissau, Liberia, Mali, Niger, Nigeria, Senegal, Sierra Leone, and Togo.

8. “ECOWAS Energy Protocol” and “EEP” means the protocol number A/P4/1/03 adopted and signed by the ECOWAS Heads of State on January 31, 2003, as an Annex to the treaty creating the ECOWAS and which establishes the legal framework intended to promote long-term cooperation between ECOWAS member states in the field of energy on the basis of complementarity and mutual benefit with a view to augment investment in the energy sector and develop trade of energy within the West African region.
9. "Environmental and Social Management Plan" or "ESMP" means the site-specific environmental and social management plan that has been prepared, consulted upon and disclosed on January 30, 2012, by Côte d'Ivoire under the Original Liberia Financing Agreement and adopted by the Recipient, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the Project activities to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.

10. "Fiscal Year" means the twelve (12) month period corresponding to any of the Recipient’s fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.


12. "General Secretariat" means the administrative organ of the Recipient established pursuant to the provisions of Article 7 of the WAPP Articles of Agreement (as hereinafter defined) to support the Recipient’s executive board in the accomplishment of its duties and which is responsible for the day-to-day management of the Recipient.

13. "ICC" means the Recipient’s Information and Coordination Center, an organ of the General Secretariat established pursuant to the provisions of Article 8 of the WAPP Articles of Agreement (as hereinafter defined) and responsible for promoting operational coordination between transmission owning/operating members through actual day-to-day information and sharing exchange between the Recipient’s operational coordination centers.

14. "HLSC" means the Liberia High-level Steering Committee, an advisory organ set up in Liberia with senior government officials and a representative from the Recipient to provide strategic direction to the studies to be carried out by the Recipient under the Project and ensure their relevance.

15. "kV" means kilovolt, the unit of electromotive force equal to one thousand volts.


17. "Monitoring and Evaluation Indicators" means the agreed-upon monitoring and evaluation indicators set forth in the WAPP Project Implementation Manual (as hereinafter defined) to be utilized by the Recipient to measure the progress in the
implementation of the Project and the degree to which the objective thereof is being achieved.

18. “MW” means megawatt, the unit of power equal to one million watts.

19. “Niger Letter of Agreement” means the letter from Niger dated March 27, 2012, stipulating certain representations on the cooperation it will provide to the WAPP to ensure the Project is carried out promptly and effectively and relied upon by the Association in making the Grant available to the Recipient.

20. “Original Project Financing Agreement” means the financing agreement for the West African Power Pool (WAPP) Integration and Technical Assistance Project between the Association and the Recipient, dated August 20, 2012 (Grant No. H770-3A).

21. “Original Project” means the Project described in Schedule 1 to the Original Project Financing Agreement.

22. “Participating Countries” means Côte d’Ivoire, Benin, Burkina Faso, Niger and Togo, the countries in whose territories the Project is carried out; and “Participating Country” means individually each and any of the Participating Countries.

23. “PIPES” means the Recipient’s Planning, Investment Programming and Environmental Safeguards Department.


25. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated October 2, 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.

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

27. “TRANSCO CLSG” means the Transmission Company Côte d’Ivoire, Liberia, Sierra Leone and Guinée, a supranational entity with commercial character created by the Treaty (as hereinafter defined) and established in Abidjan, Côte d’Ivoire, by its shareholders for the purpose of designing, constructing, owning, operating, maintaining, and developing the transmission line under Part A.1 of the Project of
the project described in the Liberia Financing Agreement and Sierra Leone Financing Agreement.

28. “Togo Letter of Agreement” means the letter from Togo dated April 3, 2012, stipulating certain representations on the cooperation it will provide to the WAPP to ensure the Project is carried out promptly and effectively and relied upon by the Association in making the Grant available to the Recipient.

29. “WAPP” means the international organization that associates all public and private power entities in the ECOWAS member states established by the Authority of Heads of State and Government of the ECOWAS pursuant to the Decision A/Dec.5/12/99 dated December 10, 1999, relating to the “Establishment of the WAPP”, the Decision A/Dec.18/01/06 dated January 12, 2006 adopting the “Articles of Agreement Relating to the Establishment and Functioning of the WAAP”, and granted the character of a specialized institution by the Decision A/Dec.20/01/06 dated January 12, 2006, and whose mission is: (i) the full and effective implementation of the WAPP priority projects; (ii) the development and approval of clear, measurable standards to harmonize electricity planning and operation of pooled electric systems in ECOWAS member states; (iii) the effective programming for enforcing compliance with mandatory standards; (iv) the improvement in cross-border and reliable flows of electricity in ECOWAS member states among electric system operating organizations; and (v) the effective communication and information sharing.

30. “WAPP Articles of Agreement” means the document dated July 6, 2006, setting forth the Recipient’s management structure, its organization and functions with a view to establish a good framework of cooperation between its members to ensure improved efficiency of power supply in ECOWAS member states and increased access to energy for its citizens, as amended to the date of this Agreement.

31. “WAPP Project Implementation Manual” means the set of guidelines and procedures adopted by the Recipient on December 8, 2012, for the purpose of implementing the Project, including in the areas of monitoring and evaluation, coordination, financial management (including financial, administrative and accounting procedures, procurement, internal controls and audits), environment and social safeguards, and other provisions related to the institutional organization of the Project, as such guidelines and procedures may be amended from time to time with the prior written agreement of the Association.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 2.06 is modified to read as follows:
"Section 2.06. Financing Taxes

The use of any proceeds of the Grant to pay for Taxes levied by, or in the
territory of, the Member Country on or in respect of Eligible Expenditures, or on
their importation, manufacture, procurement or supply, if permitted by the Legal
Agreements, is subject to the Association’s policy of requiring economy and
efficiency in the use of the proceeds of its credits and grants. To that end, if the
Association at any time determines that the amount of any such Tax is excessive,
or that such Tax is discriminatory or otherwise unreasonable, the Association may,
by notice to the Recipient, adjust the percentage of such Eligible Expenditures to
be financed out of the proceeds of the Grant.”

2. Paragraphs (b) and (c) of Section 3.18 are modified to read as follows:

“(b) All Financing Payments shall be paid without restrictions of any kind
imposed by, or in the territory of, the Member Country, and without deduction for,
and free from, any Taxes levied by, or in the territory of, the Member Country.

(c) The Legal Agreements shall be free from any Taxes levied by, or in the
territory of the Member Country, or in connection with their execution, delivery or
registration.”

3. In Section 5.11, paragraph (a) is modified to read as follows:

“Section 5.11. Visits

“(a) The Recipient shall take all action necessary or useful to ensure
that the Member Country affords all reasonable opportunity for representatives of
the Association to visit any part of their territories for purposes related to the Grant
or the Project.”

4. Section 5.13 (Procurement) is deleted in its entirety and the remaining section in
Article V is renumbered accordingly.

5. Section 6.01 is deleted in its entirety and the remaining section in Article VI is
renumbered accordingly.

6. Section 8.02 is modified as follows:

(a) Paragraph (j) on Membership is modified to read as follows:

“(j) Membership. The Member Country or any member of the
Recipient: (i) has been suspended from membership in or ceased to be a member
of the Association; or (ii) has ceased to be a member of the International Monetary
Fund.”
Paragraph (m) is renumbered as paragraph (n), and a new paragraph (m) is added to read as follows:

“(m) Interference. The Member Country: (i) has taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Financing Agreement; or (ii) has failed to afford a reasonable opportunity for representatives of the Association to visit any part of its territory for purposes relating to Grant or the Project.”

7. The Appendix (Definitions) is modified as follows:

(a) Paragraph 79 (Member Country) is modified to read as follows:

“79. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If such activity is carried out in the territory of more than one such member, “Member Country” refers separately to each such member.”

(b) Paragraphs 86 (Procurement Plan) and 87 (Procurement Regulations) are deleted in their entirety and the subsequent paragraphs are renumbered accordingly.

(c) Renumbered paragraph 92 (Recipient) is modified to read as follows:

“92. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”