Sahel Adaptive Social Protection Program
Multi-Donor Trust Fund

Grant Agreement

(Social Safety Net System Project II)

between

ISLAMIC REPUBLIC OF MAURITANIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
and INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of Sahel Adaptive Social Protection Program
Multi-Donor Trust Fund
AGREEMENT dated as of the Signature Date between ISLAMIC REPUBLIC OF MAURITANIA ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as administrator of Sahel Adaptive Social Protection Program Multi-Donor Trust Fund.

WHEREAS the Recipient intends to obtain from the International Development Association, a grant in an amount equivalent to forty-five (45) million United States Dollars (US $45,000,000) in support of activities related to the Project pursuant to a separate grant agreement ("the Financing Agreement").

The Recipient and the Bank hereby agree as follows:

**Article I**

**Standard Conditions; Definitions**

1.01. The Standard 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 Standard Conditions or in the Appendix to this Agreement.

**Article II**

**The Project**

3.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient, through the PIE, shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement. Coordination, fiduciary, and environmental and social aspects shall be the responsibility of the PIE. Technical aspects of Part 1 shall be carried out through the PIE, and technical aspects of Part 3 through the Food Security Office.

**Article III**

**The Grant**

3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed seven million United States Dollars ($7,000,000) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV**

**Additional Remedies**

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Subsidiary Agreement.

(b) The Project Implementing Entity has failed to perform any obligation under the Subsidiary Agreement.

(c) The Bank has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by the Bank, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank (including as administrator of funds provided by another financier), as a result of: (i) a determination by the Bank that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Bank; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.

(d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Subsidiary Agreement.
Decree No. 385-2019 of December 1, 2019, pursuant to which the Project Implementing Entity has been established and is operating 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 Subsidiary Agreement.

**Article V**

**Effectiveness**

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

(a) the Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled;

(b) the Subsidiary Agreement has been duly authorized or ratified and executed 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;

(c) the Project Manuals have been adopted in form and substance satisfactory to the Association; and

(d) the Recipient has: (i) established the Project Steering and Monitoring Committee; and (ii) appointed the National Project Coordinator, with terms of reference, qualifications and experience satisfactory to the Association; both conditions in accordance with Section I.A. of Schedule 2 to this Agreement.

5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

**Article VI**

**Recipient’s Representative; Addresses**

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister in charge of economy.
6.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient’s address is:

Ministère de l’Économie et de l’Industrie
Avenue Nelson Mandela
BP 238
Nouakchott
Mauritania; and

(b) the Recipient’s Electronic Address is:

Facsimile:
222-45-25-33-35

6.03. For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank’s address is:

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

(b) the Bank’s Electronic Address is:

Telex: Facsimile:
248423 (MCI) or 1-202-477-6391
64145 (MCI)
AGREED as of the Signature Date.

ISLAMIC REPUBLIC OF MAURITANIA

By: [Signature]

Authorized Representative

Name: **Abdel Aziiz DAHI**

Title: **MINISTER OF ECONOMY AND INDUSTRY**

Date: **01-Apr-2020**

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION acting as administrator of Sahel Adaptive Social Protection Program Multi-Donor Trust Fund

By: [Signature]

Authorized Representative

Name: **Laurent Msellati**

Title: **Country Manager**

Date: **01-Apr-2020**
SCHEDULE 1

Project Description

The objective of the Project is to increase the effectiveness and efficiency of the nationwide adaptive social safety net system and its coverage of poor and vulnerable households with targeted social transfers, including in refugee and host communities.

The Project consists of the following parts:

Part 1. Updating and enhancing the Social Registry

1.1 Updating and expanding the Social Registry to selected households throughout the Recipient’s territory, through the financing of costs related to: (a) community targeting; (b) the collection of related socio-economic data; and (c) quality control.

1.2 Promoting the operational and strategic use of the Social Registry through the financing of costs related to: (a) the pilot and possibly scaled-up introduction of household identification cards; (b) communication and outreach activities; and (c) studies, Training and related capacity-building for the promotion of the Social Registry as a social program coordination tool.

Part 2: Enhancing the Socio-Economic Inclusion of Extreme Poor Households

2.1 Support to the Recipient for the scale-up of the National Social Transfer Program (Tekavoul Program) through the payment of: (a) Cash Transfers to Eligible Beneficiaries; (b) financial fees associated with the Cash Transfers; and (c) Operating Costs related to said Program.

2.2 Re-certification and development of an exit strategy from the Tekavoul Program for selected beneficiaries through the financing of costs related to: (a) the development of materials towards economic inclusion in social promotion; and (b) related mentoring packages, including Cash Transfers, and referral services.

2.3 Facilitating civil registration of Eligible Beneficiaries for purposes of access to identification for purposes of public and financial services through the financing of costs related inter alia to: (a) vehicle and associated expenditures necessary to facilitate civil registration; (b) top-up Cash Transfers; and (c) communication, evaluation and studies.

Part 3: Strengthening the Shock Response System for Households Vulnerable to Climate Shocks

3.1 Enhancing the Early Warning System and the Shock Response Programs coordination through the financing of costs related to: (a) strengthening the capacity of the Food Security Office through: (i) regular data collection and
analysis; (ii) development of a communication platform and related dissemination activities; and (iii) capacity-building activities; and (b) establishing the Shock Response Programs coordination framework through: (i) a review of the institutional and regulatory framework; and (ii) the operationalization of said framework through Training and Operating Costs.

3.2 Supporting the implementation of shock-responsive safety net programs (the Shock Response Programs, the Elmaouna Program) in cases of climate-related shocks through: (a) support to the roll-out of the Elmaouna Program, including *inter alia* a strengthened management information system and a grievance mechanism; (b) payment of Cash Transfers to Eligible Beneficiaries and associated financial fees and Operating Costs; and (c) foster the use by actors involved in the Shock Response Program of the common electronic payment platform developed by the Tekavoul Program.

3.3 Designing a financing strategy to respond to shocks leading to food and nutrition insecurity through: (a) the development of a financing strategy related to shocks affecting food and nutrition security; and (b) the establishment of a Common Financial Vehicle through, *inter alia* the development of the legal, financial and institutional framework for the CFV, including a business plan, investment policy, institutional arrangements, financial model and CFV Operational Guidelines.

3.4 Contingency Emergency Response to provide immediate response to an Eligible Crisis or Emergency, as needed.

**Part 4: Project Coordination and Management**

Supporting Project management and implementation, including for fiduciary matters, environmental and social standards, procurement, communication, planning, audits, monitoring and evaluation, Project management support to the Recipient and the PIE, Training and Operating Costs.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Ministry of Economy and Industry

The Recipient shall vest overall responsibility for the implementation of the Project in the Ministry of Economy and Industry.

2. National Social Protection Strategy Steering Committee

(a) The Recipient shall vest responsibility for strategic guidance and oversight of the Project’s implementation in the National Social Protection Strategy Steering Committee (CP-SNPS).

(b) The CP-SNPS shall be co-chaired by the Principal Secretaries (Secrétaires Généraux) of the Ministry of Social Affairs, of the Child and of the Family (Ministère des Affaires Sociales, de l’Enfance et de la Famille, MASEF) and of the Ministry of Economy and Industry.

(c) The CP-SNPS shall include representatives from, inter alia, MASEF; the Ministry of Economy and Industry - MEI; the Health Ministry (Ministère de la Santé, MS); the Ministry of National Education (Ministère de l’Éducation Nationale, MEN); the Ministry for Employment, Youth and Sport (Ministère de l’Emploi, de la Jeunesse et des Sports); Ministry of Justice (Ministère de la Justice); the Ministry of Civil Service, Labor and the Modernization of Public Administration (Ministère de la Fonction Publique, du Travail et de la Modernisation de l’Administration); Food Security Office (Commissariat à la Sécurité Alimentaire, CSA); the Commission on Human Rights and Humanitarian (Commissariat aux Droits de l’Homme, l’Action Humanitaire et aux Relations avec la Société Civile - CDHARSC); the Taazour General Delegation; civil society; and key technical and financial partners.

(d) The CP-SNPS shall be responsible for approving technical documents and tools for social safety nets; mobilizing resources for the implementation of the SNPS; ensuring the coordination and the collaborative implementation of all actors involved in the implementation of social safety nets; validating and monitoring activities, budgets and the monitoring and evaluation (M&E) plans for the Social Registry Direction of the Taazour General Delegation; and support sectoral actors in their contributions to social protection.
3. **National Social Protection Strategy Technical Committee**

(a) The Recipient shall, at all times during Project implementation, maintain a National Social Protection Strategy Technical Committee (*Comité Technique de la Stratégie de Protection Sociale, CT-SPS*).

(b) The CT-SPS shall provide regular technical oversight to the CP-SNPS for the effective implementation of the National Social Protection Strategy, and shall be responsible for, *inter alia*: (a) the preparation of the policy options; (b) the elaboration of technical tools for the SNPS implementation; (c) the design of financing mechanisms for the social sector; (d) the coordination of activities; (e) the supervision of evaluation studies; and (f) the coordination of social sector actors.

4. **Project Steering and Monitoring Committee**

(a) The Recipient shall establish and maintain at all times during Project implementation, under the presidency of the General Secretary of the Taazour General Delegation, a Project Steering and Monitoring Committee (“PSMC”), with terms of reference, composition and resources satisfactory to the Association.

(b) The PSMC shall be responsible for the oversight, operational planning and monitoring of the Project, and shall be responsible for validating the Social Registry Manual, the Shock Response Programs Manual, the CFV Operational Guidelines, and the National Social Transfer Program Manual, validating Annual Work Plans and Budget, and monitoring the implementation of the Project.

(c) The PSMC shall regularly report to the CP-SNPS on progress in Project implementation and shall seek CP-SNPS guidance on core strategic decisions.

5. **National Project Coordinator**

The National Project Coordinator within the Taazour General Delegation shall, at all times during Project implementation, be responsible for the coordination of the Project and regular reporting on implementation.

6. **Project Implementing Entity (Taazour General Delegation)**

(a) The Recipient shall vest responsibility for the overall coordination, fiduciary and environmental and social aspects, and day-to-day implementation of the Project in the Project Implementing Entity (“PIE”) in accordance with the Project Manuals.
(b) The PIE shall, at all times during Project implementation, carry out the National Social Transfer Program in close coordination with key sectoral actors responsible for the definition of the package of promotion services.

(c) The PIE shall, at all times during Project implementation, retain inter alia a social and gender specialist, at least one focal point on refugees in Bassikounou, a procurement specialist, and an accountant, under terms of reference, qualifications and experience acceptable to the Association.

(d) No later than four (4) months after the Effective Date or any other later date agreed upon in writing with the Association, the PIE shall recruit for the Project: (A) (i) a procurement specialist; (ii) a financial and accounting officer; (iii) an internal auditor; and (iv) a social and gender specialist; all with terms of reference, qualifications and experience acceptable to the Association; and (B) an external auditor in accordance with the Procurement Regulations.

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 under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association (“Subsidiary Agreement”).

2. The principal amount of the Grant made available under the Subsidiary Agreement shall be on the same terms as those of the Financing.

3. The Recipient shall 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. Project Manuals

1. The Recipient shall carry out the Project in accordance with the provisions of the Project Manuals which shall be elaborated in a manner and substance satisfactory to the Association, and shall include details of all aspects of Project implementation, fiduciary functions and requirements, organization and human resource management; environmental and social standards; procurement, financial management, accounting and disbursements; inventory management; monitoring, evaluation and internal audits.

2. Without limitation to the generality of paragraph 1 above, the National Social Transfer Program Manual shall contain detailed arrangements and procedures for:
(a) eligibility criteria, detailed rules and procedures for identification, registration and selection of Eligible Beneficiaries; (b) requirements to be fulfilled by Eligible Beneficiaries as conditions for the provision of Cash Transfers under Part 2 of the Project; (c) privacy safeguards for the processing of personal data collected from Eligible Beneficiaries through the Social Registry or during Project implementation; (d) the mechanisms for verification of compliance with Cash Transfers conditions, including spot checks and external verification; and (e) rules and procedures governing a redress mechanism for Cash Transfers.

3. Without limitation to the generality of paragraph 1 above, the Shock Response Programs Manual shall contain detailed arrangements and procedures for: (a) the description of the Early Warning System, mechanisms, institutional arrangements, protocols and triggers; (b) eligibility criteria, detailed rules and procedures for identification, registration and selection of Eligible Beneficiaries; (c) privacy safeguards for the processing of personal data collected from Eligible Beneficiaries through the Social Registry or during Project implementation; and (d) procedures for implementing Cash Transfers under Part 3.2 of the Project, including spot checks and external verification mechanisms.

4. The Recipient shall not amend, abrogate, waive or permit to be amended, abrogated or waived, the Project Manuals, or any provision thereof, without the prior written consent of the Association.

5. In the event of any inconsistency between this Agreement and the Project Manuals the provisions of this Agreement shall prevail.

6. Without limitation to paragraphs immediately above, the Recipient shall ensure that no activities carried out with proceeds from the Grant include any refugee- and host community-related activities, without the permission received in writing from the Bank which shall be conditional at all times during their implementation upon *inter alia* the adequacy of the refugee protection framework.

D. Cash Transfers

1. In order to achieve the objectives of Part 3.2 of the Project, the Recipient shall provide Cash Transfers to Eligible Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association and further detailed in the National Social Transfer Program Manual and the Shock Response Programs Manual.

2. Said eligibility criteria shall include, *inter alia*, that, with regard to the Shock Response Programs, the Eligible Beneficiary shall have been identified as a vulnerable household in the Social Registry.
3. Cash Transfers shall: (a) be in an amount acceptable to the Association and the Recipient; and (b) reflect the reasonable cost of decreasing the Eligible Beneficiary level of poverty while promoting investment in human capital as defined in the Project Manuals.

4. The Recipient shall ensure that the amount of each Cash Transfer is paid for its intended Eligible Beneficiary.

5. The Recipient shall, for the administering of Cash Transfers, conclude and thereafter implement, until it has expired in accordance with its terms, a payment agreement, in form and substance satisfactory to the Association and in accordance with criteria and procedures set forth in the National Social Transfer Program Manual, with one or more Payment Service Providers, selected on the basis of terms of reference, qualifications and experience satisfactory to the Association and in accordance with the provisions of Section III of Schedule 2 of this Agreement, for the payment of Cash Transfers to Eligible Beneficiaries (each a “Payment Agreement”). The Recipient shall ensure that each Payment Agreement is: (a) submitted to the Association for its review and approval prior to its signature between the Recipient and a Payment Service Provider; (b) signed and effective before any proceeds of the Financing are transferred to the Payment Service Provider; and (c) carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of the Cash Transfers proceeds other than the Recipient.

E. Establishment of the CFV

1. In order to achieve the objectives of Part 3.3 of the Project, the Recipient shall establish the CFV, in accordance with the Financial Sector Laws and the provisions in this Section.

2. For purposes of carrying out Part 3.3 of the Project, the Recipient shall ensure that the CFV can operate in accordance with the provisions and requirements of a set of guidelines satisfactory to the Association (“CFV Operational Guidelines”), which shall include, inter alia, the following:

   (a) the governance, object, resources and principles of the CFV, including its functions, responsibilities and roles for its strategic orientation;

   (b) the administrative and financial terms of the CFV, including sustainability measures, risk management considerations, business model, investment policy, governance structure and other specific matters relevant for the adequate functioning and sustainability of the CFV;
(c) the obligation for the Recipient to ensure that the CFV's corporate governance is composed by professionals with qualifications and experience satisfactory to the Association and have the capacity to exercise control over the use of the funds assigned to the CFV;

(d) the terms, conditions and eligibility criteria for the selection of Eligible Beneficiaries;

(e) early warning mechanisms, protocols and triggers, as well as mechanisms to support ex-ante and ex-post responses;

(f) environmental and social screening, evaluation and supervision procedures and guidelines;

(g) the disbursement, auditing and reporting requirements, including the types of eligible expenditures;

(h) monitoring and evaluation requirements;

(i) transparency and anticorruption provisions, compatible with the Anti-Corruption Guidelines;

(j) the obligation of the Recipient and the CFV not to assign, amend, abrogate or waive any provisions of the CFV Operational Guidelines without the prior approval of the Association; and

(k) the provision that in the event of any conflict between the provisions of the CFV Operational Guidelines and those of this Agreement, the terms of this Agreement shall prevail.

F. Environmental and Social Standards

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

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

(a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
(b) sufficient funds are available to cover the costs of implementing the ESCP;
(c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
(d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Association shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

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

2. The Recipient shall, and shall cause the Project Implementing Entity to:

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

(b) promptly notify the Association of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.

3. The Recipient shall, and shall cause the Project Implementing Entity to maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

G. Annual Work Plans and Budget

1. The Recipient shall:

(a) prepare a draft AWP&B for each Fiscal Year, setting forth, inter alia: (i) a detailed description of planned Project activities for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) responsibility for
execution of said Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;

(b) on or about November 15 of each Fiscal Year and after considering the comments provided by the Association, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B, taking into account the Association’s views and recommendations thereon; and

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; 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 USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services, under Part 1 of the Project</td>
<td>900,000</td>
<td>16%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consulting services, Cash Transfers, Operating Costs and Training under Parts 3.1, 3.2 and 3.3 of the Project</td>
<td>6,100,000</td>
<td>55%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>7,000,000</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 Signature Date.

2. The Closing Date is September 30, 2024.
APPENDIX

Section I. Definitions

1. “Administrative and Financial Management, Procurement, Project Implementation Manual” means one of the Project Manuals, providing for all administrative and fiduciary procedures to be followed to implement all Project activities, and referred to in Section I.C. of Schedule 2 to this Agreement.


3. “Cash Transfers” means the proceeds of the Financing paid to Eligible Beneficiaries either (a) participating in the National Social Transfer Program, or (b) the Shock Response Programs, and referred to in Section I.D. of Schedule 2 to this Agreement.

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

5. “CFV Operational Guidelines” means the operational guidelines for the Common Financial Vehicle referred to in Section I.E. of Schedule 2 to this Agreement.

6. “Common Financial Vehicle” or “CFV” means the legal entity to be established pursuant to the Recipient’s Financial Sector Laws for purposes of Part 3.3 of the Project.

7. “Early Warning System” means the system which monitors the evolution of key indicators related to shocks, as well as economic and social indicators which can trigger emergency plans.

8. “Eligible Beneficiaries” means persons, including refugees and from host communities, who meet the eligibility criteria stipulated in the Project Manuals to participate in the National Social Transfer Program and the Shock Response Programs; each an “Eligible Beneficiary”.


10. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s and the Project Implementing Entity’s environmental and social commitment plan, acceptable to the Association, dated January 24, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting
arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Association.


12. “Financial Sector Laws” means the Recipient’s Law governing and regulating the creation, operation and functioning of financial institutions, as shall be further defined in the Project Manuals, or its legal equivalent.

13. “Financing Agreement” means the grant agreement No. D5680-MR of or around the same date as this Agreement to support the implementation of the Project.

14. “Fiscal Year” means the Recipient’s fiscal year commencing on January 1 and ending on December 31 of the same year.

15. “Food Security Office” means the Recipient’s national food and nutrition agency (Commissariat à la Sécurité Alimentaire), which includes inter alia the Food Security Observatory, established pursuant to Decree No. 192-2008, of October 19, 2008, as amended.

16. “National Project Coordinator” means the coordinator referred to in Section I.A.5. of Schedule 2 to this Agreement.

17. “National Social Transfer Program” or “Tekavoul Program” means the national program, which targets the poorest households in the territory of the Recipient and provides them with Cash Transfers and promotion activities, in order to provide basic support in the medium-term and promote investments in the human capital of their children and women.

18. “National Social Transfer Program Manual” or “Tekavoul Manual” means one of the Project Manuals, detailing the objectives of the Program, its methodology, and
the procedures to be followed for its implementation, including institutional coordination and day-to-day execution of the Project, as well as monitoring, evaluation, reporting and communication, and referred to in Section I.C. of Schedule 2 to this Agreement.

19. “Operating Costs” means the incremental expenses incurred by the Recipient based on the Project’s annual work plans and budgets as approved by the Association, on account of Project implementation, management, and monitoring and evaluation, including the reasonable costs for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.

20. “Payment Service Provider” means a private or not for profit entity contracted to perform payment service under the Project.


22. “Project Implementing Entity” means the Taazour General Delegation (Délegation Générale TAAZOUR à la Solidarité Nationale et à la Lutte contre l’Exclusion), established pursuant to Decree No. 385-2019 of December 1, 2019, or its successor as may have been agreed upon in writing with the Association.

23. “Project Manuals” means collectively: (a) the Administrative and Financial Management, Procurement, and Project Implementation Manual; (b) the Social Registry Manual; (c) the National Social Transfer Program Manual; and (d) the Shock Response Programs Manual, referred to in Section I.C. of Schedule 2 to this Agreement.

24. “Shock Response Programs” or “Elmaouna Program” means Recipient’s programs, which target the vulnerable households affected by covariate shocks and provides them with Cash Transfers in order to mitigate the shock impact on the household welfare.

25. “Shock Response Programs Manual” or “Elmaouna Manual” means one of the Project Manuals, detailing the objectives of the Shock Response Programs, its methodology, and the procedures to be followed for its implementation, including institutional coordination and day-to-day execution of the Project, as well as monitoring, evaluation, reporting and communication, and referred to in Section I.C. of Schedule 2 to this Agreement.
26. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.

27. "Social Registry" means the national registry established pursuant to the Recipient’s Decree No. 029-2016, implemented by the then-Ministry of Economy and Finance inter alia through Grant No. D0540-MR and this Financing, to register the poorest households in the territory of the Recipient following a targeting methodology that combines geographic targeting, and community targeting, and which shall include information on the demographic and socio-economic conditions of the households, and provide a basis for targeted programs to identify their beneficiaries.

28. "Social Registry Manual" means one of the Project Manuals, detailing the objectives of the Social Registry, its methodology, and the procedures to be followed for its implementation, including rules and procedures governing a redress mechanism for the Social Registry, as well as institutional coordination and day-to-day execution of the Project, as well as monitoring, evaluation, reporting and communication, and referred to in Section I.C. of Schedule 2 to this Agreement.


30. "Tekavoul Program" means the National Social Transfer Program.

31. "Training" means the reasonable cost of training under the Project, based on Annual Work Plans and Budgets as approved by the Association, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.