Financing Agreement

(Senegal River Basin Multipurpose Water Resources Development Project)

between

ISLAMIC REPUBLIC OF MAURITANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated February 26, 2014
FINANCING AGREEMENT

AGREEMENT dated February 26, 2014, entered into between ISLAMIC REPUBLIC OF MAURITANIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS:

(A) the Recipient and the Participating Countries have agreed to participate in a program designed to facilitate the Recipient's and the Participating Countries' participation in the Organisation pour la Mise en Valeur du Fleuve Sénégal ("OMVS") ("Senegal River Basin Multi-Purpose Water Resources Development Program" or "Program");

(B) the Recipient has agreed to make available the proceeds of the Financing to OMVS, the Project Implementing Entity, on the terms and conditions set forth in this Agreement, and only on condition that the Project Implementing Entity agrees to carry out the Project and to undertake the obligations set forth in this Agreement and in the Project Agreement; and

(C) the International Bank for Reconstruction and Development (IBRD), acting as an implementing agency of the Global Environmental Facility (GEF) Trust Fund and the Association, acting as an administrator of the Least Developed Countries Fund (LDCF), on the one hand, and the Project Implementing Entity, on the other, intend to enter into a grant agreement (GEF LDCF Grant Agreement) for the purpose of making: (i) a GEF grant to the Project Implementing Entity to assist in financing Parts A.1(c), A.4(ii), C.2(a), (b) and (c) of the Project; and (ii) a LDCF grant to the Project Implementing Entity to assist in financing Parts A.3, A.4(ii), B.4 and C.2(d) of the Project, all on the terms and conditions set forth in the GEF LDCF Grant Agreement.

NOW THEREFORE, the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to forty-six million three hundred thousand Special Drawing Rights (SDR 46,300,000) (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).

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

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

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

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.

2.08. The Payment Currency is Euro.

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 IV 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 Events of Suspension consist of the following:

(a) The Recipient has suspended its membership and/or participation in OMVS, and/or the OMVS Convention has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of OMVS to perform any of its obligations under the Project Agreement.

(b) Either the Mali Financing Agreement, or the Senegal Financing Agreement, or the Guinea Financing Agreement (collectively, “Other Financing Agreements”) fails to become effective by June 30, 2015, or such later date as the Association shall establish by notice to the Recipient.

(c) The right to withdraw the proceeds of any financing undereither the Mali Financing Agreement, or the Senegal Financing Agreement, or the Guinea Financing Agreement is suspended, canceled or terminated, in whole or in part, pursuant to the terms of such agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

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

(a) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.

(b) The GEF LDCF Grant Agreement has been executed and delivered and all conditions precedent to the effectiveness or to the right of the Project Implementing Entity to make withdrawals under said GEF LDCF Grant Agreement has been fulfilled.

(c) All conditions precedent to the effectiveness of the Other Financing Agreements, other than those related to the effectiveness of this Agreement have been fulfilled.

(d) The Project Implementing Entity has prepared and adopted, or caused to be prepared and adopted, a Project Implementation Manual, in form and substance satisfactory to the Association.

(e) The Project Implementing Entity has: (i) established the Project Coordinating Unit (PCU), in form and substance satisfactory to the Association; and (ii) recruited to the PCU a financial officer and an accountant for the National
Cellule of the Republic of Senegal, all in accordance with Section III.C of the Schedule to the Project Agreement.

(f) The OMVS has established the Regional Steering Committee.

5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Agreement 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.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

5.04. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister responsible for finance.

6.02. The Recipient’s Address is:

Minister of Economic Affairs and Development
Ministry of Economic Affairs and Development
BP 238
Nouakchott
Mauritania

Facsimile:
222-45-25-33-35

6.03. The Association’s Address is:

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

Cable: INDEVAS  Telex: 248423 (MCI)  Facsimile: 1-202-477-6391
Washington, D.C.
AGREED at Nouakchott, Mauritania, as of the day and year first above written.

ISLAMIC REPUBLIC OF MAURITANIA

By

Authorized Representative

Name: Dr. Sidi Ould TAH

Title: Ministre des Affaires Economiques et du Développement

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Hector Fliius

Title: Représentant Résident Banque Mondiale
SCHEDULE 1

Project Description

The objective of the Project is to improve coordinated management of water resources for socially, environmentally and economically sustainable development in the Senegal River Basin.

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

Part A: Institutional Development

1. Updating and implementing the Inclusive Framework, including: (a) updating the partition of costs and benefits; (b) improving data management; and (c) implementing the Water Charter and building the capacity of the Republic of Guinea to strengthen its role in the OMVS.

2. Modernizing and reinforcing the institutional capacities of the OMVS, including carrying out targeted and practical actions on the basis of existing studies to improve the future operations of the OMVS, and improving OMVS’ communication and information sharing at the Senegal River Basin level and with other stakeholders.

3. Strengthening the capacity of the OMVS and the Participating Countries’ respective governmental bodies to develop the technical capacity to lead climate adaptation efforts in the Senegal River Basin region, including provision of training on climate change adaptation measures.

4. (i) Strengthening the capacity for Project management and implementation, including fiduciary (financial and procurement) management, technical coordination of Project activities, monitoring and evaluation, monitoring and supervision of social and environmental safeguards aspects of the Project, and provision of training to staff of the Project Coordination Unit; and (ii) provision of training to local communities to carry out periodic household surveys.

Part B: Multi-Purpose Water Resources Development

1. Carrying out of hydro-agricultural development and water resources protection activities, based on Participating Countries national level priorities and assessed needs, including:

   (a) extension of agriculture development or intensification through: (i) recalibration, reshaping and compacting principal canals and intakes supplying irrigated areas; (ii) development or rehabilitation of irrigation schemes; (iii) development of low lands and flood plain agriculture; (iv) development or rehabilitation of small irrigated fields; and (v) work to install or improve main pumping stations;
2. Developing inland fisheries and aquaculture in selected areas of the Senegal River Basin, including: (a) institutional support to create and strengthen local organizations to guide implementation of the Project; (b) developing sustainable fisheries management, including information, education and communication planning; (c) provision of training and equipment to enhance the value of fish catches; and (d) developing aquaculture, fish farming and related activities.

3. Reducing malaria and incidence of water-borne and other targeted neglected tropical diseases, including: (a) maintaining and expanding coverage of long lasting insecticide-treated bed nets and distribution of medication for targeted deceases; (b) completing geographical mapping of neglected tropical diseases and mass preventive chemotherapy of the targeted neglected tropical diseases; (c) promoting community health through information, education and communication; and (d) building the capacity, coordination and trans-border collaboration of the relevant national agencies of the Participating Countries to improve disease surveillance, monitoring and evaluation.

4. Carrying out pilot activities to improve climate resilience, including: (a) demonstration of small-scale agronomic water-saving measures; (b) provision of training for water user associations and farmer’s professional cooperatives; (c) installation of water measuring facilities and equipment; and (d) preparation and implementation of community watershed management plans.

Part C: Infrastructure Management and Planning

1. Facilitating development of new water infrastructure and management of existing infrastructure, including:

(a) advancing the development of high priority dams by: (i) completing complementary studies for access roads and transmission lines for Koukoutamba dam; (ii) preparing the feasibility studies for Balassa dam; and (iii) carrying out a scoping study for micro-hydro development in the Republic of Guinea and feasibility studies for identified priority sites; and

(b) completing priority maintenance at Diama dam based on existing technical studies.

2. Developing knowledge base to identify climate change impacts and support future water resource planning to increase climate resilience, including:
(a) review and update of water resources management models and use of modeled scenarios to assess the impacts of flood and droughts on the ecology in the Senegal River Basin;

(b) mapping of the Senegal River Basin, including: (i) overall mapping of the Senegal River Basin through the acquisition of detailed satellite imagery; and (ii) detailed mapping of critical areas and building the capacity for use of the modeling tools;

(c) updating the Senegal River Basin’s Transboundary Diagnostic Analyses (TDA) to include climate change aspects and the Strategic Action Programme (SAP) and supporting participation in the International Water Learning Exchange and Resource Network (IW-Learn) activities; and

(d) provision of equipment to improve the hydro-meteorological network and carrying out climate risk and vulnerability assessments and knowledge generation, dissemination and data management on climate variability and change.

3. Carrying out of the upstream studies to assess the feasibility and advance the design for navigation of the Senegal River, including: (a) studies on the renovation of the lock in Diama dam; (b) design and environmental impact assessment for ports, jetties and channel dredging; and (c) installation of a monitoring system.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Regional Steering Committee and Collaboration with OMVS

The Recipient shall at all times during the implementation of the Project: (a) ensure participation and adequate representation to the Regional Steering Committee, and shall maintain such representation with resources satisfactory to the Association; and (b) maintain its membership and active participation in OMVS.

2. Without limitation to paragraph 1 immediately above, the Regional Steering Committee will be responsible for providing policy guidance, coordination and oversight to ensure prompt and efficient implementation of the Project, including, inter alia: (i) reviewing progress made towards achieving the Project’s objective; (ii) facilitating the coordination of Project activities, and making recommendations for removal of any obstacles to the implementation of the Project; (iii) providing comments on reports and reviews under the Project; and (iv) providing a forum for the respective Participating Countries to exchange views on the Project.

Implementation Arrangements

B. Project Implementation Manual

1. The Recipient shall ensure that the Project is carried out by the Project implementing Entity in accordance with the Project Implementation Manual, as set forth in Section B.1 of the Schedule to the Project Agreement and, except as the Association shall otherwise agree, shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual, if such amendment or waiver shall, in the opinion of the Association, materially or adversely affect the implementation of the Project; provided, however, that in case of any conflict between the arrangements and procedures set out in any of said manuals and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. 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, which shall include those set forth in Schedule 4 to this Agreement ("Subsidiary Agreement").
2. 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.

D. Anti-Corruption

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

E. Environmental and Social Safeguards.

1. The Recipient shall ensure that the Project (and particularly that any works for construction or rehabilitation under Part B.1 of the Project, and development of navigation and micro-hydro sites on the Senegal River Basin under Part C.3 of the Project) is carried out by the Project Implementing Entity in accordance with the ESIA, PPMP, RPF and any process framework or resettlement action plan (Safeguard Instruments).

2. The Recipients shall: (a) not amend, suspend, abrogate, repeal or waive any Safeguard Instrument without prior approval in writing by the Association; and (b) ensure that adequate information on the implementation of respective Safeguard Instruments (including information on how potential negative impact has been minimized), is suitably included in the Project Reports referred to in Section II.A.1 of this Schedule 2.

3. The Recipient shall ensure that if a process framework or a resettlement action plan would be required on the basis of the RPF: (a) said process framework or resettlement action plan shall be prepared by the Project Implementing Entity in consultation with the Recipient, in accordance with the requirements of the RPF, disclosed locally and furnished to the Association for approval; and (b) no works for construction or rehabilitation shall commence until: (i) all measures required to be taken under said process framework or resettlement action plan have been taken in accordance with the terms of said process framework or resettlement action plan and in a manner acceptable to the Association; and (ii) the Recipient, through the Project Implementing Entity has furnished to the Association a report in form and substance satisfactory to the Association, on the status of compliance with the requirements of said process framework or resettlement action plan.

4. The Recipient shall cause the Project Implementing Entity to establish, no later than six (6) months after the Effective Date, and thereafter maintain, an independent dam safety panel comprised of experts having qualifications and experience acceptable to the Association, to advise on associated dam safety risks.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall cause the Project Implementing Entity to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each Project Report shall cover the period of six calendar months, 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. Financial Management, Financial Reports and Audits

1. The Recipient shall cause the Project Implementing Entity to maintain a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall cause the Project Implementation Entity to prepare and furnish to the Association not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

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

4. Specific Financial Management Covenant

The Recipient shall not later than four (4) months after the Effective Date:

(a) recruit or cause the Project Implementation Entity to recruit the independent external auditor referred to in Section 4.09(b) of the General Conditions, in accordance with Section III.C of the Schedule to the Project Agreement; and

(b) upgrade the accounting software at the National Celluleof each Participating Country, in form and substance satisfactory to the Association.

Section III. Procurement

1. The Recipient shall ensure that all goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section 1 of the
Procurement Guidelines, and with the provisions of Section III.B of the Schedule to the Project Agreement.

2. The Recipient shall ensure that all consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of Section III.C of the Schedule to the Project Agreement.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

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

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, Training and Operating Costs for Parts A.1(a) and (b), A.2 and A.4(i) of the Project</td>
<td>3,180,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs for Part B.1 of the Project</td>
<td>27,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs for Parts B.2, B.3, C.1 and C.3 of the Project</td>
<td>11,620,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Goods, non-consulting services, consultants’ services, Training and Operating Costs for Part C.2(b) of the Project</td>
<td>660,000</td>
<td>80%</td>
</tr>
<tr>
<td>(6) Unallocated</td>
<td>3,340,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>46,300,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

For the purpose of this Section IV.A.2:

(a) the term “Training” means the cost associated with the training and workshop, approved by the Association, for reasonable expenditures (other than expenditures for consultants’ services), including: (i) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training and by training
facilitators; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses; and

(b) the term “Operating Costs” means the incremental expenses approved by the Association, on account of Project implementation, including office equipment and supplies, rental of office space, vehicle operation and maintenance, communication costs, office administration costs, utilities, travel and per diem, excluding the salaries of the Recipient’s civil servants.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR200,000 may be made for payments made prior to this date but on or after June 1, 2013 for Eligible Expenditures.

2. The Closing Date is June 30, 2021.

C. Other Covenant: Counterpart Contribution

1. In accordance with Section 4.03 of the General Conditions and without limitation to the Recipient’s obligations under said Section 4.03 of the General Conditions, the Recipient shall provide for the account of the Project Implementing Entity a total counterpart contribution of three million seven hundred twenty-seven thousand Dollars ($3,727,000) (“Counterpart Funds”) in accordance with paragraph 2 below.

2. The Recipient shall deposit in the Project Implementing Entity’s account an amount equivalent to twelve and one half percent (12.5%) of the required Counterpart Funds no later than the last day of every semester starting on April 30, 2015 and continue until such time as the total Counterpart Funds have been disbursed (or such later date as the Association may establish in consultation with the Recipient and the Project Implementing Entity.)
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 April 15, 2024 to and including October 15, 2033</td>
<td>1%</td>
</tr>
<tr>
<td>commencing April 15, 2034 to and including October 15, 2053</td>
<td>2%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
SCHEDULE 4
Terms and Conditions of the Subsidiary Agreement

The Subsidiary Agreement shall include the following provisions:

A. Obligations of the Project Implementing Entity

1. the requirement that the Project Implementing Entity, shall carry out the Project with due diligence and efficiency, in conformity with appropriate administrative, financial, technical, environmental and social standards acceptable to the Association, and provide, or cause to be provided, promptly as needed, the facilities, services and other resources required for the purpose;

2. the obligation of the Project Implementing Entity to: (a) comply, and to ensure compliance with the procedures for procurement of works, goods, and consultants’ services set forth in Section III of the Schedule to the Project Agreement; and (b) ensure that all such works, goods and consultants’ services, are used solely for the purpose of the Project;

3. the requirement that the Project Implementing Entity shall fully collaborate with the Recipient in order to permit timely compliance with the requirements set forth in Section II.A and II.B of Schedule 2 to this Agreement, including that the Project Implementing Entity: (a) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Project and the achievement of the Project’s objectives; (b) (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project, and (b) (ii) have such financial statements audited annually by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (c) enable the Recipient and the Association to inspect the Project, its operation and any relevant records and documents; and (d) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing;

4. the obligation of Project Implementing Entity, to exchange views with the Recipient and the Association with regard to the progress of the Project, and the performance of its obligations under the Subsidiary Agreement;
5. the obligation of the Project Implementing Entity, to comply with the provisions of the Anti-Corruption Guidelines;

6. the obligation of the Project Implementing Entity not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Subsidiary Agreement or any provision thereof, unless previously agreed by the Recipient and the Association; and

7. the obligation of the Project Implementing Entity to take or permit to be taken all actions to enable the Recipient to comply with its obligations under this Agreement and/or the Subsidiary Agreement, as the case may be.

B. The obligations of the Recipient:

1. to promptly disburse to the Project Implementing Entity the proceeds of the Credit to finance the carrying out the Project with due diligence and efficiency;

2. to support the implementation of the Project and take all necessary measures to obtain, to cooperate and coordinate with the Project Implementing Entity, the implementation of the Project, specifically the implementation, management and supervision of any process framework(s) or resettlement action plan(s);

3. to take or permit to be taken all action to enable the Project Implementing Entity to comply with its obligations under the Project Agreement and/or the Subsidiary Agreement, as the case may be;

4. to ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines;

5. to provide adequate funding as shall be required for the implementation, monitoring and final evaluation of any process framework(s) or resettlement action plan(s); and

6. not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Subsidiary Agreement or any provision thereof unless as may otherwise be agreed by the Association.

C. The right of the Recipient to take remedial actions against the Project Implementing Entity in case that the Project Implementing Entity shall have failed to comply with any of its obligations under the Subsidiary Agreement.
APPENDIX
Definitions


2. “Annual Work Programs” means the work plan and budget prepared annually by Project Implementing Entity, in accordance with Section I.E. 1 of the Schedule to the Project Agreement.


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


7. “Environmental and Social Impact Assessment” or “ESIA” means the environmental and social impact assessment, an assessment for environmental and social impacts plan acceptable to the Association, dated February 2013, and disclosed in-country and in the InfoShop on March 25, 2013, describing the set of avoidance, mitigation, enhancement, monitoring, and institutional measures to be taken in connection with any works for construction or rehabilitation under Part B.1 of the Project, and development of navigation and micro-hydro sites on the Senegal River Basin under Part C.1 of the Project in order to avoid, mitigate, offset, or reduce adverse environmental and social impacts to acceptable levels, or to enhance positive impacts, and such term includes all schedules and annexes to the ESIA, as the same may be amended from time to time with the agreement of the Association.

8. “Fiscal Year” means the fiscal year of the Project Implementing Entity commencing on January 1 of each year and ending on December 31 of the following year.

9. “GEF LDCF Grant Agreement” means the grant agreement between the IBRD (acting as an implementing agency of the GEF) and the Association (acting as an administrator of the LDCF), on the one hand, and the Project Implementing Entity, on the other, of even date herewith and referred to in Clause (C) of the Preamble to this Agreement, as such grant agreement may be amended from time to time. “GEF LDCF Grant
Agreement” includes all appendices, schedules and agreements supplemental to the GEF LDCF Grant Agreement.


11. “Inclusive Framework” means consultation program between the OMVS and the Republic of Guinea to facilitate such country’s integration in OMVS.


13. “OMVS” means Organisation pour la Mise en Valeur du Fleuve Sénégal, established and operating pursuant to the OMVS Conventions.


15. “Other Financing Agreement” means the agreement entered into between Republic of Mali and the Association, or Islamic Republic of Mauritania and the Association, or Republic of Senegal and the Association, all for the financing of the Project.

16. “Participating Country” means either the Recipient, or Republic of Mali, or Islamic Republic of Mauritania, or Republic of Senegal, and the term “Participating Countries” means collectively all such countries.

17. “Pest and Pesticide Management Plan” or “PPMP” means the pests and pesticide plan for the Project, acceptable to the Association, dated February 2013, and disclosed in-country and in the InfoShop on March 25, 2013, setting forth various means to assess pest management, support integrated pest management and the safe use of agricultural pesticides, and such term includes all schedules and annexes to the PPMP, as the same may be amended from time to time with the agreement of the Association.


19. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated October 31, 2013, 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.

21. "Project Implementing Entity" means the OMVS.

22. "Project Coordination Unit or "PCU" means the coordination unit of the Project Implementing Entity referred to in Section A.2 of the Schedule to the Project Agreement.

23. "Project Implementation Manual" means the manual, in form and substance satisfactory to the Association, referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the agreement of the Association.

24. "Regional Steering Committee" means the OMVS Steering Committee to be established by OMVS and referred to in Section I.A.1 of Schedule 2 to this Agreement.

25. "Resettlement Policy Framework" or "RPF" means the framework for the Project dated May 2013, and disclosed in-country and in the InfoShop on June 17, 2013, acceptable to the Association, setting forth the modalities for resettlement and compensation of any persons who may be affected or displaced under the Project as determined by the Association, and the guidelines for the preparation and implementation of the respective resettlement action plans, as the same may be amended from time to time with the agreement of the Association.


27. "Safeguard Instrument" means the ESIA, the PPMP, the RPF, any process framework or any resettlement action plan that may be prepared pursuant to the RPF.


31. "Subsidiary Agreement" means the agreement referred to in Section 1.C of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.

32. "Water Charter" means the OMVS charter dated May 28, 2002, an enabling instrument of the OMVS member countries for cooperation on equitable development, indivisible ownership and use of infrastructure and other common resources of the Senegal River Basin.