OFFICIAL DOCUMENTS

GRANT NUMBER D154-BI

Financing Agreement
(Social Safety Net Project (Merankabandi))

between

REPUBLIC OF BURUNDI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 12, 2017
GRANT NUMBER D154-BI

FINANCING AGREEMENT

AGREEMENT dated ____ , 2017, entered into between REPUBLIC OF BURUNDI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) 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 grant in an amount equivalent to twenty-nine million two hundred thousand Special Drawing Rights (SDR 29,200,000) (“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 Payment Dates are April 15 and October 15 in each year.

2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

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

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient
shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Conditions of Effectiveness consists of the following:

(a) The Recipient has established the PIU and recruited to the PIU, a project coordinator, a procurement specialist, a financial management specialist and an accountant in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement.

(b) The Recipient has adopted aspects of the Project Implementation Manual pursuant to Section I.D.2(a) of Schedule 2 to this Agreement.

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

4.03. 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 years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

5.02. The Recipient’s Address is:

Ministry of Finance, Budget and Privatization.
P. O. Box 1830
Bujumbura
Burundi

Telex: Telephone:
5135 257-22-22-27-75
MINIFINBDI

5.03. The Association’s Address is:

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

\[\alpha \, \circ\]
Cable: INDEVAS Washington, D.C.
Telex: 248423 (MCI) 1-202-477-6391
Facsimile: 

AGREED at [Signature], as of the day and year first above written.

REPUBLIC OF BURUNDI

By [Signature]
Authorized Representative
Name: [Signature]
Title: [Signature]

INTERNATIONAL DEVELOPMENT ASSOCIATION

By [Signature]
Authorized Representative
Name: [Signature]
Title: [Signature]
SCHEDULE I

Project Description

The objectives of the Project are to provide regular cash transfers to extremely poor and vulnerable households with children in Selected Areas while strengthening the delivery mechanisms for the development of a basic social safety net system.

The Project consists of the following parts:

Part A. Support to the Cash Transfer Program.

Carrying out of a program designed to assist Beneficiaries in Selected Areas alleviate chronic poverty, through: (1) the piloting of a cash transfer program and the costs associated with said program; and (2) the promotion information, communication and education measures designed to encourage, *inter alia*, the adoption of positive behaviors towards strengthened nutrition, early childhood development, school attendance, financial literacy and obtaining of national identity cards.

Part B. Support to the Key Delivery Mechanisms of a Basic Social Safety Net.

Development and implementation of mechanisms for the implementation of the cash transfer program and the coordination of other social safety net programs including, *inter alia*, (1) development of a database of safety net program-eligible households, (2) development of core modules of a management information system to support the delivery mechanisms of a basic social safety net system, (3) monitoring and evaluation of key safety net program processes and carrying out of an impact evaluation, including beneficiary surveys, and (4) carrying out of capacity building activities and studies to support the implementation of a national social protection strategy.

Part C. Project Management.

Project coordination, management and monitoring, preparation of financial audits and periodic evaluations and provision of goods, Training, Operating Costs and consultants’ services for the said purposes.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Steering Committee

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

(b) Without limitation upon the provisions of paragraph (a) of Section I.A.1 of this Schedule 2, the Project Steering Committee shall be chaired by the permanent secretary of the Recipient’s ministry at the time responsible for finance, budget and privatization with the permanent executive secretary of the National Social Protection Commission Permanent Executive Secretariat as vice-chair and the Project coordinator as secretary, and shall be comprised of, inter alia, representatives of the Recipient’s agencies at the time involved in social assistance sectors, one representative of relevant provincial governors and at least one relevant civil society organization.

(c) The Project Steering Committee shall meet at least once every semester and shall be responsible for Project oversight, including inter alia: (i) reviewing the proposed Annual Work Plans and Budgets for the Project, reviewing the draft annual implementation and audit reports, as well as the Procurement Plan prepared by the Project Implementation Unit; (ii) overseeing overall implementation and performance of the Project and providing policy guidance; and (iii) identifying necessary Project adjustments based on monitoring and evaluation results.

2. Project Implementation Unit

(a) The Recipient shall establish and maintain, at all times during Project implementation, a Project implementation unit, with composition, terms of reference and resources satisfactory to the Association ("Project Implementation Unit").

(b) Without limitation upon the provisions of Paragraph (a) of Section I.A.2 of this Schedule 2, the Project Implementation Unit shall at all times: (i) be comprised of qualified and experienced personnel in adequate numbers, and to this end, the Recipient shall recruit, in accordance with the provisions of Section III of this Schedule 2, a project coordinator, a
procurement specialist, a financial management specialist and an accountant, all with qualifications, experience, and terms of reference acceptable to the Association; and (ii) be responsible for day-to-day Project coordination and implementation, including, *inter alia*: (A) preparing proposed annual work plans of activities for inclusion in the Project, and updating the procurement plan and related budgets and consolidating Project Reports for the Project Steering Committee’s review; (B) carrying out all Project financial management, procurement activities and contract execution; and (C) monitoring and evaluating the Project.

3. **Service Agreement**

(a) To facilitate the carrying out of the Project, the Recipient shall enter into service agreements with service providers ("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.C of this Schedule, such Service Providers to be responsible for, *inter alia*, provision of training under the Cash Transfer program, all under terms and conditions approved by the Association ("Service Agreements").

(b) The Recipient shall obtain rights adequate to protect the interests of the Recipient and the Association, including the right to require the Service Provider to:

(i) carry out its activities under the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient, the Project Implementation Manual, and the IPP;

(ii) maintain policies and procedures, adequate to enable the Service Providers to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the activities carried out under the Project and the achievement of its objectives;

(iii) (A) 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 the operations, resources and expenditures related to the activities carried out by the Service Provider under
the Project; and (B) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and furnish promptly to the Recipient and the Association the financial statements as so audited;

(iv) enable the Recipient and the Association to inspect the activities carried out by the Service Provider under the Project, their operation and any relevant records and documents; and 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; and

(v) refund any or all part of the amount of the Financing then withdrawn, upon the Recipient’s determination that such Service Provider has failed to perform any of the Service Provider’s obligations under the Service Agreement.

(c) The Recipient shall exercise its rights and carry out its obligations under the Service Agreements 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 any of the Service Agreements or any provisions therein.

4. Payment Agents

To facilitate Cash Transfers to Beneficiaries under Part A.1 of the Project in a timely manner, the Recipient shall employ payment agents (“Payment Agents”) in accordance with the provisions of Section III of this Schedule, whose terms of reference, qualifications and experience and terms and conditions of employment shall be satisfactory to the Association.

B. Anti-Corruption

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

C. Annual Work Plans and Budgets

1. Not later than October 30 in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Recipient shall prepare and furnish to the Association: (i) a draft annual work plan and budget for the Project (including Training and Operating Costs) for the subsequent calendar year of
Project implementation, of such scope and detail as the Association shall have reasonably requested; as well as (ii) any IPP which may be required for the implementation of the activities included in the draft annual work plan and budget.

2. The Recipient shall afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association (“Annual Work Plan and Budget”). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.

3. For any training proposed to be included in an Annual Work Plan and Budget, the Recipient shall, *inter alia*, identify: (a) particulars of the training envisaged; (b) the criteria for selection of the personnel to be trained, and such personnel if known; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association’s prior written approval.

D. Manual

1. The Recipient shall prepare, in accordance with terms of reference acceptable to the Association, a Project implementation manual, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) monitoring, evaluation, reporting and communication; (e) environmental and safeguard management; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall afford the Association a reasonable opportunity to review and approve such manual, and shall thereafter adopt (a) such manual as it applies to the Project overall implementation; and (b) no later than six (6) months after the Effective Date, technical aspects of the manual as it applies to Part A of the Project, as shall have been approved by the Association (“Project Implementation Manual”).

3. The Recipient shall carry out the Project in accordance with the Project Implementation Manual and shall, not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision of either one thereof, without the prior written consent of the Association.
4. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

E. Safeguards

1. The Recipient shall implement the Project in accordance with the IPPF, and shall, to that end, if any activity under the Project would require the adoption of an IPP:

   (a) prepare: (i) such IPP in accordance with the IPPF; (ii) furnish such IPP to the Association for review and approval; and (iii) thereafter adopt such IPP prior to implementation of the activity; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such IPP; and

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and furnish to the Association reports in form and substance satisfactory to the Association on the status of compliance with the IPP, as part of the Project Reports, giving details of: (a) measures taken in furtherance of the IPP; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the IPP; and (c) remedial measures taken or required to be taken to address such conditions.

3. In the event that any provision of the IPP shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.

F. Cash Transfers

1. Each Beneficiary under Part A.1 of the Project shall receive every month, a benefit of BIF 20,000, for a period not exceeding thirty (30) months, all such benefit to be paid to a designated female representative of the household and, when applicable, the mother or female caregiver of the children in the household, except in such cases where there are no females above the age of eighteen (18) years in a Beneficiary household, in which case, the male head of such household shall be designated to receive the benefit on behalf of said household.

2. The Recipient shall ensure that the Beneficiaries participate in the activities including trainings to be carried out under Part A.2 of the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

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

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish (or cause to be prepared and furnished) 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. The Recipient shall recruit, no later than four (4) months after the Effective Date, an internal auditor in accordance with the provisions of Section III.C of this Schedule 2 to this Agreement.

5. The Recipient shall recruit, no later than four (4) months after the Effective Date, an external auditor in accordance with the provisions of Section III.C of this Schedule 2 to this Agreement.

6. The Recipient shall cause a technical audit of the delivery of funds for each Cash Transfer installment under Part A.1 of the Project to be carried out by auditors acceptable to the Association and according to terms and reference satisfactory to the Association.

7. In furtherance of the provisions of this Section II.B of Schedule 2 to this Agreement, no later than two (2) months after the Effective Date, the Recipient shall establish, within the Project Implementation Unit, a computerized financial and accounting system satisfactory to the Association, and successfully train relevant staff in the use thereof.
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 Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

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

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

B. Particular Methods of Procurement of Goods 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 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:

<table>
<thead>
<tr>
<th>Procurement Method</th>
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<tbody>
<tr>
<td>(a) National Competitive Bidding</td>
</tr>
<tr>
<td>(b) Shopping</td>
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<tr>
<td>(c) Procurement from UN Agencies</td>
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<tr>
<td>(d) Direct Contracting</td>
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</tbody>
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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:

<table>
<thead>
<tr>
<th>Procurement Method</th>
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</thead>
<tbody>
<tr>
<td>(a) Quality-Based Selection</td>
</tr>
<tr>
<td>(b) Selection under a Fixed Budget</td>
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<tr>
<td>(c) Least-Cost Selection</td>
</tr>
<tr>
<td>(d) Selection Based on the Consultants’ Qualifications</td>
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<tr>
<td>(e) Single-Source Selection</td>
</tr>
<tr>
<td>(f) Individual Consultants</td>
</tr>
</tbody>
</table>

D. **Review by the Association of Procurement Decisions**

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

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

A. **General**

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

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Allocation</th>
<th>Percentage</th>
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<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) (a) First Cash Transfer installments under Part A.1 of the Project</td>
<td>7,100,000</td>
<td>100% of amounts paid by the Recipient under the Cash Transfer</td>
</tr>
<tr>
<td>(b) Second Cash Transfer installments under Part A.1 of the Project</td>
<td>7,100,000</td>
<td>100% of amounts paid by the Recipient under the Cash Transfer</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, and consultants’ services, Training and Operating Costs for the Project</td>
<td>15,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>29,200,000</td>
<td></td>
</tr>
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</table>

B. **Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

   (a) for payments made prior to the date of this Agreement; or

   (b) for payment of the First Cash Transfer installment under Category (1)(a) unless: (i) the Recipient has engaged the Payment Agent in accordance with the provisions of Section I.A.4 of this Schedule 2; and (ii) the Recipient has adopted aspects of the Project Implementation Manual pursuant to Section I.D.2(b) of Schedule 2 to this Agreement; or

   (c) for payment of the Second Cash Transfer installment under Category (1)(b) unless the Recipient has submitted to the Association the technical audit report, in form and substance satisfactory to the Association, referred to in Section II.B.6 of this Schedule 2 which shall cover the use of twenty percent (20%) of the proceeds of the First Cash Transfer installment under Category (1)(a).

2. The Closing Date is June 30, 2022.
APPENDIX

Section I. Definitions

1. “Annual Work Plan and Budget” means each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.C of Schedule 2 to this Agreement.


3. “Beneficiary” means an eligible extremely poor person or vulnerable household with children, as determined by the criteria set forth in the Project Implementation Manual, to whom the Recipient proposes to make a Cash Transfer or otherwise support under the program referred to in Part A of the Project.

4. “Cash Transfer” means a cash transfer made by the Recipient to a Beneficiary out of the proceeds of the Financing for the purposes of Part A.1 of the Project.

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


8. “First Cash Transfer” means a tranche of the Cash Transfer made by the Recipient to Beneficiaries in the first 12 months of the Cash Transfer implementation.

9. “Indigenous Peoples Framework” and “IPFF” mean the document titled *Projet d’Appui aux Filets Sociaux – Cadre de Planification en faveur de la Population Batwa* adopted by the Recipient and disclosed in the Recipient’s territory and at the Association’s InfoShop on November 9, 2016, outlining measures to ensure culturally appropriate social and economic benefits for the indigenous peoples under the Project and avoidance, minimization, or mitigation of, or compensation for, any potential adverse effects on the indigenous peoples associated with activities to be implemented under the Project, as the same may be updated from time to time with the prior written consent of the Association, and such term includes any schedules to said framework.

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10. "Indigenous Peoples Plan" and "IPP" means the plans to be prepared by the Recipient on the basis of the IPPF, in form and substance satisfactory to the Association, defining specific measures to be implemented for indigenous minorities in order to protect them and to ensure that members of said minorities be granted equal legal, financial and organizational opportunities under the Project, as the said plan may be amended and/or supplemented from time to time with the prior written consent of the Association, and such term includes any schedules to such document.


12. "National Social Protection Commission Permanent Executive Secretariat" means the secretariat of the National Social Protection Commission established pursuant to the Recipient's Décret No. 100/84 du 19 mars 2013 portant création, organisation, missions et fonctionnement du secrétariat exécutif permanent de la commission nationale de protection sociale (CNPS).

13. "Operating Costs" means incremental recurrent expenditures incurred on account of Project implementation, including: local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications' expenses, but excluding the salaries of officials and public servants of the Recipient's civil service.

14. "Payment Agent" means the payment agent referred to in Section I.A.4 of Schedule 2 to this Agreement, which includes, postal services, microfinance institutions, mobile telephones companies or any such entity having the capacity to provide the payment services as detailed in the relevant terms of reference.


16. "Procurement Plan" means the Recipient's procurement plan for the Project, dated November 14, 2016 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.
17. "Project Implementation Manual" means the manual referred to in Section I.D.2 of Schedule 2 to this Agreement as the same may be revised from time to time with the prior written consent of the Association.

18. "Project Implementation Unit" and "PIU" each means the unit referred to in Section I.A.2 of Schedule 2 to this Agreement.

19. "Project Steering Committee" means the committee referred to in Section I.A.1 of Schedule 2 of this Agreement and established by the Recipient's Ordonnance Ministerielle Conjointe n.540/225.01/1986 dated October 26, 2016.

20. "Second Cash Transfer" means a tranche of the Cash Transfer made by the Recipient to Beneficiaries following the successful audit of the Cash Transfer.


22. "Service Agreement" means the service agreement to be executed between the Recipient and a Service Provider in accordance with the provisions of Section I.A.3 of Schedule 2 to this Agreement.

23. "Service Provider" means the service provider referenced under Section I.A.3 of Schedule 2 to this Agreement.

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