

Public Disclosure Authorized

OFFICIAL DOCUMENTS

LOAN NUMBER 8871-CG

Loan Agreement

(Support to Enterprise Development and Competitiveness Project)

between

REPUBLIC OF CONGO

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

BR 26

LOAN NUMBER 8871-CG

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between Republic of Congo (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of twenty million three hundred thousand Euros (€20,300,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall carry out the Project through the MPSRI in accordance with the

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provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Borrower shall have established the Steering Committee in a form and manner acceptable to the Bank.
 - (b) The Borrower, through the MPSRI, shall have adopted Project Implementation Manual in a form and manner acceptable to the Bank.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. For purposes of Section 9.05(b) of the General Conditions, the date on which the obligations of the Borrower under this Agreement (other than those providing for payment obligations) shall terminate is ten (10) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is its minister responsible of finance.
- 5.02. For purposes of Section 10.01 of the General Conditions:
- (a) the Borrower's address is:

Ministry of Finance, Budget and Public Portfolio
Corner of Blvd. Denis Sassou Nguesso and Av. Cardinal Emile Biayenda
B.P. 2083
Brazzaville
Republic of Congo
 - (b) the Borrower's Electronic Address is:

Facsimile:

242-022-814-145
- 5.03. For purposes of Section 10.01 of the General Conditions:
- (a) the Bank's address is:

International Bank for Reconstruction and Development



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 64145(MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF CONGO

By:


Authorized Representative

Name: **Calixte NGENDONGO**

Title: **Ministre des Finances
et du Budget**

Date: **21 JUIN 2018**

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By:


Authorized Representative

Name: **CAHENA**

Title: **Directeur des Opérations**

Date: **21 juin 2018**

SCHEDULE 1

Project Description

The objective of the Project is to foster MSMEs' competitiveness in the Targeted Sectors and Targeted Geographic Areas of the Borrower's territory.

The Project consists of the following parts:

Part 1: Regulatory and Institutional Support to Strengthen the Enabling Environment for Private Sector Development

Promoting investments in the Targeted Sectors and strengthening the enabling environment for private sector development through:

- (a) **Investment climate reform and public-private dialogue**
 - (i) Provision of support to: (A) identify policy, institutional or other constraints to investment climate and establish an action plan for related reforms; and (B) formulate and implement facilitation or corrective measures to streamline and simplify investment procedures.
 - (ii) . Carrying out institutional, legal and regulatory framework reforms to strengthen the investment climate, including in the following areas: (A) business startup; (B) dealing with construction permits; (C) access to electricity; (D) property transfer; (E) paying taxes; and (F) trading across borders, through, *inter alia*, supporting drafting of reform texts and carrying out stakeholder consultations.
 - (iii) Supporting the improvement of public-private dialogue as a participatory tool for accelerating the identification and implementation of cross-cutting and sector-specific reforms, through the design or improvement of the efficiency and performance of the institutional architecture of the public-private dialogue process.
- (b) **Targeted promotion of domestic and foreign trade investments**

Building institutional capacity of institutions involved in facilitating investments and enterprise development, through: (i) a capacity building program for the development and implementation of an investment promotion strategy for API and other selected Borrower agencies; and



(ii) technical assistance on the implementation of the strategic plan for ADPME.

(c) **Transport sector and industrial infrastructure management and development**

Enhancing the management and development of the transport and industrial infrastructure sectors, through:

- (i) provision of support to revise and update the legal framework for industrial infrastructure development;
- (ii) carrying out an institutional and operational diagnostic of the One Stop Shop for trans-border trade;
- (iii) carrying out a feasibility study for the creation of a multimodal transport observatory;
- (iv) carrying out a policy and regulatory diagnostic of trade transit fluidity through the Targeted Geographic Areas;
- (v) provision of technical assistance to implement the policy and regulatory improvement recommendations from the diagnostic;
- (vi) carrying out studies to determine support services required for the Targeted Geographic Areas; and
- (vii) provision of capacity building for: (A) the design and development of the institutional framework for special economic zones; (B) the development of an integrated investment planning and asset management strategy; and (C) the carrying out of pre-feasibility analyses for industrial infrastructure and tourism development.

Part 2: Direct Support to MSMEs to Enhance the Development and Competitiveness of Selected Value Chains

Promoting entrepreneurship and enhancing Beneficiaries' development and competitiveness of selected value chains in the Targeted Sectors through:

(a) **Entrepreneurship promotion and development**

Provision of support to Beneficiaries to improve their products and services, and to access national and regional markets through, *inter alia*:

- (i) carrying out an awareness and outreach campaign for a business plan



competition; (ii) provision of capacity building and technical assistance on the design of business plans for Subprojects; (iii) provision of entrepreneurship promotion and development grants ("EPD Grants") for the implementation of Subprojects; and (iv) provision of technical assistance on business sustainability.

(b) Support and Development Grants

Provision of support and development grants to Beneficiaries to improve their operational and technical capabilities ("SD Grants") for: (i) contracting business development services, including capacity building; (ii) purchase of equipment to be used in production processes and construction, lease, or rehabilitation of shared infrastructure; and (iii) providing technical assistance to organize and structure selected value-chains, associations and cooperatives, and promote commercial relations.

Part 3: Project Implementation and Coordination

Provision of support for the implementation, coordination and supervision of the Project through financing of costs relating to the Project's institutional and governance arrangements, and carrying out stakeholder outreach and communications, and evaluation and monitoring studies.

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SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

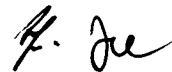
1. The Borrower shall designate, at all times through Project implementation, the MPSRI to be responsible for prompt and efficient management, implementation and supervision of activities under the Project, and shall take all necessary action, including the provision of funding, personnel and other resources to enable said MPSRI to perform the aforesaid functions.
2. The Borrower shall maintain, at all times throughout Project implementation, a Steering Committee, under terms of reference and composition acceptable to the Bank, which shall be responsible for providing strategic guidance, inter-ministerial coordination and oversight of implementation of the Project, as further detailed in the PIM.
3. The Borrower shall maintain within the MPSRI, at all times throughout Project implementation, a PMU, with resources, functions and staff in adequate numbers and with experience and qualifications acceptable to the Bank, which shall be responsible for, *inter alia*, overall management, monitoring and evaluation and coordination of the implementation of the activities under the Project, as further detailed in the PIM.
4. Not later than three (3) months after the Effective Date, the Borrower, through the MPSRI, shall:
 - (a) recruit, based on terms of reference satisfactory to the Bank, and thereafter maintain throughout the implementation of the Project, additional staff for the PMU in order to strengthen its functional and geographic coverage, as further detailed in the PIM;
 - (b) establish technical working groups, acceptable to the Bank, for the following areas: business startup, dealing with construction permits, access to electricity, property transfer, paying taxes, and trading across borders, to be responsible for identifying and formulating the reforms to be implemented under Part 1 of the Project;
 - (c) recruit a service provider ("Service Provider 1"), in accordance with Section 5.13 of the General Conditions, to assist in the carrying out of Part 2(a) of the Project, based on terms of reference satisfactory to the Bank;



- (d) recruit a service provider ("Service Provider 2"), in accordance with Section 5.13 of the General Conditions, to assist in the carrying out of Part 2(b) of the Project, based on terms of reference satisfactory to the Bank;
 - (e) to facilitate the implementation of Part 2 of the Project, establish a Grant Selection Committee, based on terms of reference satisfactory to the Bank, to be responsible for the selection of Beneficiaries and Subprojects under Part 2 of the Project.
5. Before the Effective Date, the Borrower, through the MPSRI, shall recruit one environmental specialist and one social specialist, based on terms of reference satisfactory to the Bank, to be part of the PMU.

B. Project Implementation Manual

1. The Borrower shall adopt and maintain a Project Implementation Manual during the implementation of the Project, in form and substance satisfactory to the Bank, which shall provide details of arrangements and procedures for the implementation of the Project, including, *inter alia*:
- (a) the detailed description of Project implementation activities, their sequencing and the prospective timetable;
 - (b) the institutional arrangements for the implementation of the Project;
 - (c) the Project administrative, procurement, environmental and social, financial management and disbursement requirements and procedures;
 - (d) the plan for the monitoring, evaluation and supervision of the Project;
 - (e) the performance indicators for the Project;
 - (f) the criteria for the selection of the Beneficiaries and the Subprojects;
 - (g) the Subprojects manual, which shall include, *inter alia*, the terms and conditions of the Grant Agreements, including the level of counterpart funding from Beneficiaries;
 - (h) the ESMF, Subproject ESMPs, Subproject ESIA, IPMP, RPF and RAPs;
 - (i) the administrative, financial and accounting procedures manual; and
 - (j) such other technical and organizational arrangements and procedures as shall be required for the Project.



2. The Borrower shall carry out the Project in accordance with the Project Implementation Manual. Except as the Bank shall otherwise agree in writing, the Borrower shall not amend, abrogate, waive or otherwise fail to implement any provision of the Project Implementation Manual.
3. In the event of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. EPD Grants and SD Grants

1. The Borrower shall, through MPSRI, make EPD Grants and SD Grants to Beneficiaries for carrying out Subprojects in accordance with eligibility criteria and procedures acceptable to the Bank, which shall include, *inter alia*, that Beneficiaries shall:
 - (a) be involved or willing to be involved in the Targeted Sectors;
 - (b) have prepared a satisfactory financing plan and budget and implementation plan for the proposed Subproject; and
 - (c) have committed to finance a portion of the total estimated cost of the Subproject out of its own resources, as further detailed in the PIM.
2. The Borrower shall make, through MPSRI, each EPD Grant and SD Grant under a Grant Agreement with the respective Beneficiary on terms and conditions approved by the Bank, which shall include the following:
 - (a) The EPD Grant and SD Grant may be made in FCFA or Euro up to an amount equivalent to \$250,000, on a non-reimbursable grant basis.
 - (b) The Borrower shall obtain rights adequate to protect its interests and those of the Bank, including the right to:
 - (i) suspend or terminate the right of the Beneficiary to use the proceeds of the EPD Grant and SD Grant, or obtain a refund of all or any part of the amount of the EPD Grant and SD Grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Grant Agreement; and
 - (ii) require each Beneficiary to:
 - (A) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards



and practices satisfactory to the Bank, including in accordance with the provisions of the Safeguard Instruments and the Anti-Corruption Guidelines;

- (B) provide, promptly as needed, the resources required for the implementation of the Subproject;
 - (C) procure the goods and services to be financed out of the EPD Grant or SD Grant in accordance with the provisions of this Agreement;
 - (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with performance indicators acceptable to the Bank, the progress of the Subproject and the achievement of its objectives;
 - (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect its operations, including the operations, resources and expenditures related to the Subproject; and (2) at the Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank, and permit the Bank to make such statements as so audited available to the public, along with the Grant Agreement;
 - (F) enable the Borrower and the Bank to inspect the Subproject, its operation and any relevant records and documents; and
 - (G) prepare and furnish to the Borrower and the Bank all such information as the Borrower or the Bank shall reasonably request relating to the foregoing.
3. The Borrower shall exercise its rights and carry out its obligations under each Grant Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan.
4. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive any Grant Agreement or any of its provisions.



D. Annual Work Programs and Budget

1. The Borrower shall, not later than December 31 in each calendar year during Project implementation, prepare and furnish to the Bank for its review and approval, after approval by the Steering Committee: (a) a program of Project activities that will be implemented during the following calendar year, , which includes detailed disbursement forecasts and budgets ("Annual Work Program and Budget"); and (b) annual reports of the previous calendar year.
2. The Borrower shall exchange views with and seek approval from the Bank on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Borrower and the Bank.
3. The Annual Work Program and Budget may be amended from time to time to include new activities with the prior and written concurrence of the Bank.

E. Safeguards

1. The Borrower shall ensure that the Project is carried out in accordance with the Safeguard Instruments. To this end, the Borrower shall ensure that the following actions are taken in a prompt manner acceptable to the Bank:
 - (a) If any Project activity would, pursuant to the ESMF:
 - (i) require the carrying out of an ESIA, the Borrower shall ensure that the ESIA for such activity is: (A) carried out, in accordance with the requirements of the ESMF and furnished to the Bank for its prior review and written approval; and (B) disclosed and consulted upon, in a form and manner acceptable to the Bank; and
 - (ii) require the preparation of an ESMP, the Borrower shall ensure that such ESMP is: (A) prepared in accordance with the ESMF and furnished to the Bank for its review and approval; and (B) disclosed and consulted upon, in a manner acceptable to the Bank.
 - (b) If any Project activity would, pursuant to the RPF, require the preparation of a RAP, the Borrower shall ensure that: (i) such RAP is prepared in accordance with the RPF and furnished to the Bank for its prior review and written approval; (ii) such RAP is disclosed and consulted upon, in a manner acceptable to the Bank; and (iii) no civil works under said activity shall be commenced until all measures required to be taken under said RAP, including but not limited to prior payment of compensation to all



Project affected persons, shall have been taken in a form and manner acceptable to the Bank.

2. In the event that the need for Resettlement arises during Project implementation due to unforeseen circumstances, the Borrower shall pay from its own resources any Resettlement compensation required under the Project, including any costs associated with land acquisition and Resettlement required under the Project.
3. Without limitation to excluded expenditures set forth in the PIM, the following shall not be eligible to be carried out and/or funded under the Project:
 - (a) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;
 - (b) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats;
 - (c) any activities that would involve potential pollution of the Congo River Basin; and
 - (d) land acquisition.
4. Without limitation to its other reporting obligations under this Agreement and under Section 5.08 of the General Conditions, the Borrower shall:
 - (a) include in the Project Reports referred to in Section II of this Schedule adequate information on the implementation of the Safeguard Instruments, giving details of:
 - (i) measures taken in furtherance of such Safeguard Instruments;
 - (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and
 - (iii) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguard Instruments; and
 - (b) afford the Bank a reasonable opportunity to exchange views with the Borrower on such Project Reports.
5. The Borrower shall ensure that any terms of reference for any consultancies related to technical assistance or capacity building under the Project shall be satisfactory to the Bank following its review thereof and, to that end, such terms of reference



shall duly incorporate the requirements of the Safeguards Instruments and that are satisfactory to the Bank.

6. The Borrower shall maintain and publicize the availability of grievance redress mechanisms to hear and determine fairly and in good faith all complaints raised in relation to the implementation of the Project by Project affected persons, and take all measures necessary to implement the determinations made under such grievance redress mechanisms in a manner acceptable to the Bank.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall furnish to the Bank each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Loan Proceeds

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to:

- (a) finance Eligible Expenditures;
- (b) refund the Preparation Advance; and
- (c) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:




Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training, and Operating Costs for Parts 1 and 3 of the Project	7,500,000	100%
(2) Goods, works, non-consulting services, consulting services, EPD Grants, Training, and Operating Costs for Part 2(a) of the Project	3,249,250	100%
(3) Goods, works, non-consulting services, consulting services, SD Grants, Training, and Operating Costs for Part 2(b) of the Project	6,400,000	100%
(4) Refund of the Preparation Advance	3,100,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(5) Front-end Fee	50,750	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(6) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT	20,300,000	

B. Withdrawal Conditions; Withdrawal Period

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

(a) for payments made prior to the Signature Date;



- (b) under Categories 2 and 3 unless the Grant Selection Committee has been established in accordance with Section I.A.4(e) of Schedule 2 to this Agreement;
- (c) under Category 2 unless Service Provider 1 has been recruited in accordance with Section I.A.4(c) of Schedule 2 to this Agreement; or
- (d) under Category 3 unless Service Provider 2 has been recruited in accordance with Section I.A.4(d) of Schedule 2 to this Agreement.

2. The Closing Date is May 30, 2023.

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SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

Level Principal Repayments

Principal Payment Date	Installment Share
On each April 15 and October 15 Beginning April 15, 2025 through April 15, 2039	3.33%
On October 15, 2039	3.43%



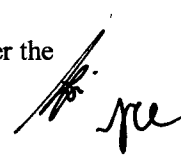
APPENDIX

Definitions

1. “ADPME” means Agence pour le développement des petites et moyennes entreprises, the Borrower’s agency for the development of small- and medium-sized enterprises, or any successor thereto.
2. “Annual Work Program and Budget” means the annual work program and budget to be prepared by the MPSRI and approved by the Steering Committee, as set forth in Section I.D. of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
4. “API” means Agence pour la Promotion des investissements, the Borrower’s agency for the promotion of investments, or any successor thereto.
5. “Beneficiary” means an aspiring, new or existing entrepreneur that is an MSME, or an association of MSMEs, to whom the Borrower has extended or will extend an EPD Grant or an SD Grant.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “Environmental and Social Impact Assessment” or “ESIA” means an environmental and social impact assessment for a Subproject, to be prepared by the Borrower in accordance with the parameters laid down in the ESMF and acceptable to the Bank, identifying and assessing the potential environmental and social impacts of the activities to be undertaken for the activities under the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures, and including the actions needed to implement these measures.
8. “Environmental and Social Management Framework” or “ESMF” means the Borrower’s *Cadre de Gestion Environnementale et Sociale*, dated April 8, 2018, disclosed in-country on April 10, 2018, and at the Bank’s website on April 11, 2018, setting forth the procedures to be used for the preparation and approval of a site-specific Environmental and Social Impact Assessment and/or Environmental and Social Management Plan for any site where there exists environmental and/or social issues of a type and scale sufficient to trigger the Bank’s safeguard policies, as said framework may be revised from time to time with the prior approval of the Bank.



9. “Environmental and Social Management Plan” or “ESMP” means a site-specific or Subproject environmental and social management plan to be prepared by the Borrower in accordance with the parameters laid down in the ESMF and acceptable to the Bank, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the activities under the Project to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.
10. “EPD Grant” or “Entrepreneurship Promotion and Development Grant” means a grant to be made by the Borrower, through the MPSRI, out of the proceeds of the Loan to a Beneficiary for a Subproject under Part 2(a)(iii) of the Project.
11. “FCFA” means franc of the Central Africa Economic and Monetary Community, whose common central bank is the Bank of Central African States.
12. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated July 14, 2017.
13. “Grant Agreement” means an agreement between the Borrower, through the MPSRI, and a Beneficiary providing for a Grant.
14. “Grant Selection Committee” means the committee to be established by the Borrower in accordance to Section I.A.4(e) of Schedule 2 to this Agreement.
15. “Integrated Pest Management Plan” or “IPMP” means the Borrower’s *Cadre de Gestion de Peste et Pesticides (CGPP)*, dated April 8, 2018, disclosed in-country on April 10, 2018, and at the Bank’s website on April 11, 2018, which:
(i) addresses the concerns relating to the Project risks associated with potential increases in the use of pesticides for agricultural production, intensification and diversification; (ii) sets forth mitigation and monitoring measures to be taken during Project implementation and operation to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels; (iii) recommends institutional measures to strengthen national capacities to implement the mitigation and monitoring measures; and (iv) as part of the implementation arrangements, identifies national agencies and other partners that could play a vital role in the success of the Project, as said Plan may be revised from time to time with the prior approval of the Bank.
16. “MPSRI” means the Borrower’s Ministry of Planning Statistics and Regional Integration or any successor thereto.
17. “MSME” means micro-, small- and medium-size enterprise as defined under the Borrower’s MSME Promotion and Development Law No. 046-2014.



18. "One Stop Shop" means Guichet Unique des Operations Transfrontalieres, the Borrower's entity in charge of processing trans-border trade procedures.
19. "Operating Costs" means the reasonable incremental expenses, based on annual budgets approved by the Bank, incurred by the Borrower on account of Project implementation, management, and monitoring, including for office space rental, utilities, and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, building and equipment maintenance, advertising expenses, travel and supervision, salaries and statutory contributions of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Borrower's civil service.
20. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Bank to the Borrower pursuant to the letter agreement signed on behalf of the Bank on February 28, 2018, and on behalf of the Borrower on March 20, 2018.
21. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017.
22. "Project Implementation Manual" or "PIM" means the manual to be established for the Project as referred to in Section 4.01(b) of this Agreement.
23. "Project Management Unit" or "PMU" means the unit established by the Borrower within the MPSRI to be in charge of overseeing the day-to-day implementation of the Project, as further detailed in the PIM.
24. "Resettlement" means the impact of an involuntary taking of land under the Project, which taking causes affected persons to have their: (a) standard of living adversely affected; or (b) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (c) access to productive assets adversely affected, temporarily or permanently; or (d) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.
25. "Resettlement Action Plan" or "RAP" means each site-specific resettlement action plan prepared and to be prepared pursuant to the RPF pursuant to Section I.E.1.(b) of Schedule 2 to this Agreement, for a set of activities included under the Project, giving details of the specific actions, measures and policies required to provide compensation, rehabilitation and resettlement assistance to any Project affected persons, along with the procedural and institutional measures needed to implement such actions, measures and policies; and the term "RAPs" or "Resettlement Action Plans" means, collectively, all such plans.



26. "RPF" means the Borrower's resettlement policy framework for the Project, dated April 8, 2018, and disclosed in-country on April 10, 2018, and at the Bank's website on April 11, 2018, containing the guidelines, procedures, timetables, and other specifications for the preparation, adoption, and implementation and monitoring of a Resettlement Action Plan or Plans, and referred to in Section I.E.1(b) of Schedule 2 to this Agreement, for provision of compensation and resettlement assistance for any Project affected persons, as the same may be amended from time to time with the prior written agreement of the Bank.
27. "Safeguards Instruments" means collectively or individually the ESMF, the RPF, the IPMP, as well as any ESIA's, and RAPs prepared in connection to the Project, if any.
28. "SD Grant" or "Support and Development Grant" means a grant to be made by the Borrower, through the MPSRI, out of the proceeds of the Loan to a Beneficiary for a Subproject under Part 2(b) of the Project.
29. "Service Provider 1" means the service provider to be recruited in accordance with Section I.A.4(c) of Schedule 2 to this Agreement.
30. "Service Provider 2" means the service provider to be recruited in accordance with Section I.A.4(d) of Schedule 2 to this Agreement.
31. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
32. "Steering Committee" means the committee to be established by the Borrower in accordance to Section I.A.2 of Schedule to this Agreement.
33. "Subprojects" means a specific subproject under Part 2(a) of the Project to be carried out by a Beneficiary utilizing the proceeds of a Grant.
34. "Targeted Geographic Areas" means areas along and within the Point Noire-Brazzaville-Ouesso corridor, including the urban and peri-urban agglomerations of Point Noire and Brazzaville.
35. "Targeted Sectors" means, *inter alia*, agriculture and agribusiness, tourism, transport, and information and communication technology.
36. "Training" means the reasonable costs associated with training and workshop participation under the Project, based on annual budgets approved by the Bank, consisting of 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 course or workshop preparation and implementation.

