Financing Agreement

(Statistics Project)

between

UNION OF COMOROS

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated March 16, 2017
FINANCING AGREEMENT

AGREEMENT dated March 16, 2017, entered into between UNION OF COMOROS ("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 one million nine hundred thousand Special Drawing Rights (SDR 1,900,000) ("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 May 15 and October 15 in each year.

2.05. 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 pursuant to the provisions of the Subsidiary Agreement, shall cause INSEED to 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 — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely that the INSEED Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of INSEED to perform any of its obligations under the Subsidiary Agreement.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 INSEED.

(b) The coordination team within INSEED referred to in Section I.A.1 of Schedule 2 to this Agreement has been established in form and substance satisfactory to the Association.

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 INSEED and is legally binding upon the Recipient and INSEED in accordance with its terms.

5.03. The Effectiveness Deadline is the date one hundred and twenty (120) 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 years after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is the Minister of Finance and Budget.

6.02. The Recipient’s Address is:

Ministry of Finance and Budget
Place de l’Independence
B.P. 324
Moroni
Union of Comoros

6.03. The Association’s Address is:

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

Telex: Facsimile:

248423 (MCI) 1-202-477-6391
AGREED at Moroni, Union of Comoros, as of the day and year first above written.

UNION OF COMOROS

By

Authorized Representative

Name: Sain Ali Said Hayhane
Title: Ministre des finances et des Budget

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Coralie Gevers
Title: Country Manager
SCHEDULE 1

Project Description

The objective of the Project is to strengthen the capacity of the National Statistical Office (INSEED) to improve the production and dissemination of statistics.

The Project consists of the following parts:

Part 1: Implementation, Analysis and Dissemination of the 2016 Population and Housing Census

Provision of support for:

(a) The enumeration phase of the 2016 population and housing census, including data collection and training of enumerators.

(b) The carrying out of a post-enumeration survey, including sampling activities, training, data collection, matching, data treatment and analysis.

(c) Data processing, analysis and dissemination, particularly the data entry, data cleaning and the tabulation and analysis of the final survey results.


Provision of support for:

(a) Preparation of the questionnaire and design of the sample of the household poverty and living standards survey.

(b) Preparation of the training materials and documents, support of the training, calendar preparation and the quality control of the fieldwork and collection data.

(c) Survey implementation and collection of data on household consumption and living standards, data processing, dissemination of survey results and provision of support to INSEED in: (i) cleaning and compiling survey data; (ii) developing a poverty estimation methodology, including the estimation of consumption aggregates, price indicators, and poverty line; and (iii) analyzing survey data, preparation of survey reports and dissemination of survey results including gender-specific statistics.
Part 3: Strengthening of Human and Infrastructure Capacity

(a) Technical assistance to strengthen human capacity in processing SNA and Price Statistics including trainings for the design and documentation of the methodology for updating SNA, CPI, GDP and trainings on household survey data processing poverty indicators measurement and analysis, compilation of gender statistics and reports writing.

(b) Provision of support for the acquisition of IT equipment, including laptops, computers, printers, software, and equipment for connection to solar energy panels.

Part 4: Project Management

Provision of support for the coordination, monitoring and evaluation of the Project, including the production of Project reports (progress and completion), monitoring and evaluation activities, and preparation of the final audit report.
SCHEDULE 2

Project Execution

Section I.  Implementation Arrangements

A.  Institutional Arrangements

1.  The Recipient shall cause INSEED to maintain, until the completion of the Project, the PIU within INSEED responsible for the coordination of day-to-day Project activities, management of reporting and auditing activities of the Project with a structure, responsibilities and key staff acceptable to the Association, including a Project coordinator, a financial management specialist, a procurement specialist, a financial accountant, and short term consultants handling procurement, information technology and monitoring and evaluation.

B.  Subsidiary Agreement

1.  To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to INSEED under a subsidiary agreement between the Recipient and INSEED, under terms and conditions approved by the Association, ("Subsidiary Agreement"), which shall include, inter alia: (a) the roles and responsibilities of INSEED with regard to the implementation of the Project; and (b) the obligation of INSEED to comply with the provisions, procedures, criteria and standards set forth in the General Conditions, the Procurement Guidelines, the Consultant Guidelines, and the Anti-Corruption Guidelines.

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.

3.  Notwithstanding the foregoing, in the event of a conflict among the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

C.  Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.
Section II.  Project Monitoring, Reporting and Evaluation

A.  Project Reports

1. 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 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 one month 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 to the Association as part of the Project Report not later than 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, commencing with the fiscal year in which the first withdrawal under the Financing was made. 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.

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: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; and (d) Direct Contracting;

C. Particular Methods of Procurement of Consultants’ Services

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

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

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>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Training and Operating Costs for the Project</td>
<td>1,900,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>1,900,000</td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of this Section:

(a) the term “Operating Costs” means the reasonable incremental operational costs related to Project technical and administrative monitoring and supervision required under the Project, including field costs (including surveyors’ fees, car rentals, and fuel), office equipment, travel costs (including accommodations, transportation costs and per diem), communication costs, printing services and logistic services, excluding the salaries of civil servants.

(b) The term “Training” means expenditures (other than those for consultants’ services) incurred by the Recipient in connection with the carrying out of training, including the reasonable travel costs of trainees and trainers, catering, rental of training facilities and equipment, logistics as well as training materials and equipment under the Project.

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.

2. The Closing Date is June 30, 2020.
APPENDIX

Section I. Definitions


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


4. "CPI" means consumer price index, consisting of a monthly data on changes in the prices paid by consumers for a representative basket of goods and services.

5. "GDP" means gross domestic product, the monetary value of all the finished goods and services produced within a country's borders in a specific time period.


7. "INSEED" means the Recipient's Institute of Statistics, Economic and Demography Studies, which is the Recipient's national statistics body, or successor thereto.

8. "INSEED Legislation" means the 2011 Statistical Law which changed the status of the National Directorate of Statistics into an autonomous and independent National Institute of Statistics and Economic and Demographic Studies (INSEED), operating under the tutelage of the Recipient's Ministry of Finance.

9. "PIU" means the Project implementing unit within INSEED referred to in Section I.A.1 of Schedule 2 to this Agreement.


11. "Procurement Plan" means the Recipient's procurement plan for the Project, dated October 21, 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.

13. "Subsidiary Agreement" means the agreement referred to in Section 1.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to INSEED.