Investment Climate and Competitiveness Support Trust Fund
Grant Agreement
(Niger Investment Climate and Competitiveness Support Project)
between
REPUBLIC OF NIGER
and
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
and
INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Investment Climate and Competitiveness Support Trust Fund)

Dated August, 25th, 2015
INVESTMENT CLIMATE AND COMPETITIVENESS SUPPORT TRUST FUND
GRANT AGREEMENT

AGREEMENT dated August, 25th, 2015, entered into between
REPUBLIC OF NIGER ("Recipient"); and INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT
ASSOCIATION ("World Bank"), acting as administrator of the Investment Climate and
Competitiveness Support Trust Fund ("Trust Fund").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various
Funds, dated February 15, 2012, ("Standard Conditions") 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 Standard Conditions or in this
Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described
in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry
out the Project, through the Project Implementing Unit and the Maison de
l'Entreprise, in accordance with the provisions of Article II of the Standard
Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and
except as the Recipient and the World Bank 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 III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set
forth or referred to in this Agreement, a grant in an amount equal to one million
six hundred fourteen thousand nine hundred twenty three United States Dollars
($1,614,923) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

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

Article IV
Effectiveness; Termination

4.01. The Additional Conditions of Effectiveness consists of the following, namely that the Recipient has updated, in a manner satisfactory to the World Bank, the Administrative, Accounting and Financial Procedures Manual and the Project Implementation Manual for the purposes of this Project as referred to in Section I.B.3 of Schedule 2 to this Agreement.

4.02. As part of the evidence to be furnished pursuant to Section 4.01 of this Agreement, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing on behalf of the Recipient that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

4.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Agreement ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event has ceased to exist.

4.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.
Article V
Recipient's Representative; Addresses

5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister responsible for planning.

5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministère du Plan, de l'Amenagement du Territoire et du Developpement Communautaire
B.P. 862
Niamey
Republic of Niger

5.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INTBAFRAD
Telex: INDEVAS 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at Niamey, Republic of Niger, as of the day and year first above written.

REPUBLIC OF NIGER

By

[Signature]

Authorized Representative

Name: Amadou Boubacar Cissé
Title: Ministry of Planning, Land Management and Community Development

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Investment Climate and Competitiveness Support Trust Fund)

By

[Signature]

Authorized Representative

Name: Siaka Bakayoko
Title: Country Manager
SCHEDULE 1

Project Description

The objective of the Project is to improve critical elements of investment climate for the private sector and enhance competitiveness of SME in selected agriculture value chain.

The Project consists of the following parts:

Part 1: Modernization of the Business Environment

Support the Recipient’s effort to implement key regulatory and institutional reforms to create an enabling environment for private sector development through:

(A) implementation of investment climate reforms, including: (a) facilitating the creation and operationalization of a commercial court; (b) facilitating the implementation of the new OHADA Entreprenant Régime for micro and small firms to enhance formalization of the private sector in the Recipient’s territory; and (c) improving trade logistics to reduce time and cost for import and export through, inter alia: (i) improvement of custom clearance system; and (ii) provision of training for customs administration.

(B) support the Recipient’s effort to create an enabling environment for private sector development by: (a) improving public-private dialogue for investment climate reforms including, inter alia, the review of the applicable business regulation, investment policy and the review of the certification process; and (b) focusing on the operationalization of the ANIPEX through: (i) development and implementation of the ANIPEX business plan; and (ii) development and implementation of an outreach campaign.

Part 2: Increase the Competitiveness of Selected Agricultural Value Chains

Carrying out a program of activities to improve the competitiveness of the SME along the agricultural value chains in Zinder and Diffa, including:

(A) Provision of support to strengthen the capacity of Maison de l’Entreprise and private sector organizations to deliver services tailored to different types of businesses involved in agricultural value chains.

(B) Provision of financial and non-financial support to facilitate access to business development services to actors along the value chains through the operationalization of two Matching Grant schemes to: (i) finance the provision of consultancy services to MSME operating in identified value chains; and (ii) provide financial support for MSME investment projects.
(C) Provision of support for the identification, financing and management of the infrastructure development for specified agricultural value chains in Zinder and Diffa areas.

(D) Provision of technical assistance to improve the community engagement focusing, inter alia, on economic empowerment for women and vulnerable persons, governance, transparency, environmental and social protection.

Part 3: Project Implementation Support

Strengthening the capacity of the PIU and Maison de L'Entreprise through:

(A) the provision of goods and Training and financing of Operating Costs; and

(B) the recruitment of the following additional key staff for the purpose of Project implementation including: (a) for the PIU: (i) an investment climate expert; (ii) a procurement assistant; and (iii) an assistant accountant for PIU; and (b) for Maison de L'Entreprise: (i) an assistant accountant; (ii) a Matching Grant expert; and (iii) an agriculture value chain specialist.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall maintain the following institutional arrangements throughout the implementation of the Project:

1. Steering Committee

   (a) The Recipient shall maintain, throughout the implementation of the Project, the Steering Committee with composition and mandate acceptable to the World Bank, comprising representatives from all institutions associated with the Project, specifically: (i) the Haut-Commissariat à l’Initiative 3N; and (ii) the Recipient’s relevant ministries responsible for the implementation of the Project. The Steering Committee shall be responsible for the provision of strategic guidance and for the overall oversight of the Project.

   (b) Without limitation to the provisions of sub-paragraph (a) immediately above, the Steering Committee shall be chaired by the Recipient’s representative of the ministry responsible for planning and shall meet twice a year to approve among other documents the Annual Work Plans and Budgets.

2. Project Implementing Unit

   (a) The Recipient shall maintain, throughout the implementation of the Project, the PIU, with mandate, composition and resources acceptable to the World Bank, to be responsible for the day-to-day management of Parts 1, 2(C), 2(D) and 3 of the Project.

   (b) Without limitation to the provisions of paragraph (a) immediately above, the PIU shall include, inter alia: (a) an investment climate expert; (b) a procurement specialist; and (c) an assistant accountant for PIU.

3. Maison de l’Entreprise

   (a) The Recipient shall maintain, throughout the implementation of the Project, the Maison de l’Entreprise, with mandate, composition and resources acceptable to the World Bank, to be responsible for the day-to-day management of Part 2(A) and 2(B) of the Project.
(b) Without limitation to the provisions of sub-paragraph (a) immediately above, the Maison de L'Entreprise shall include, inter alia: (i) an assistant accountant; (ii) a Matching Grant expert; and (iii) an agriculture value chain specialist.

B. Project Manuals

1. The Recipient shall carry out the Project and in accordance with the Project Manuals; and except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Project Manuals, or any provision thereof.

2. In the event of any conflict between the provisions of the Project Manuals and those of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall: (i) update the Administrative, Accounting and Financial Procedures Manual and the Project Implementation Manual pursuant to Section 4.01 (b) to this Agreement in a manner satisfactory to the World Bank; and (ii) adopt the Subproject Manual as referred to in Section IV.B.1(b) to Schedule 2 to this Agreement in a manner satisfactory to the World Bank.

C. Matching Grants

1. For the implementation of Part 2.B of the Project, the Recipient shall, through the Maison de L'Entreprise, extend Matching Grants to eligible Beneficiaries for the financing of eligible Subprojects, under terms and conditions acceptable to the World Bank and further described in the Subproject Manual.

2. Without limitation to the provisions of paragraph 1 immediately above, no Beneficiary shall be eligible for a Matching Grant, unless the PIU shall have determined, on the basis of an appraisal conducted in accordance with guidelines acceptable to the World Bank, that the proposed Beneficiary of such Matching Grant and the Subproject for which the Matching Grant is to be made satisfy the respective eligibility criteria acceptable to the World Bank, which shall include the following, as further elaborated in the Subproject Manual:

(a) The proposed Beneficiary:

(i) is either a MSME, a trade group or a producer organization with legal personality involved in agricultural value chains in Diffa and Zinder; and

(ii) has provided satisfactory evidence of its ability to provide the required Beneficiary's contribution to the financing of the Subproject out of resources other than the Matching Grant, as stated in the Subproject Manual.
the purpose of the Subproject is to improve productivity and enhance competitiveness in identified agricultural value chains through the provision of financing, training and technical assistance to local MSME.

3. The Recipient shall make each Matching Grant to a Beneficiary for a Subproject under a Matching Grant Agreement, on terms and conditions described in detail in the Subproject Manual. The Recipient shall, in each Matching Grant Agreement, obtain rights adequate to protect its interests and those of the World Bank, including the right to:

(a) suspend or terminate the right of the Beneficiary to use the proceeds of the Matching Grant, or obtain a refund of all or any part of the amount of the Matching Grant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Matching Grant Agreement;

(b) require each Beneficiary to:

(i) carry out the Subproject with due diligence and efficiency and in accordance with sound, technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient;

(ii) provide, promptly as needed, the resources required for the purposes of the Subproject;

(iii) procure the goods, works and services to be financed out of the Matching Grant in accordance with the provisions of this Agreement;

(iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Subproject and the achievement of its objectives;

(v) enable the Recipient and the World Bank to inspect the Subproject, its operation and any relevant records and documents;

(vi) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank may reasonably request relating to the foregoing; and

(vii) promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the
progress of the Subproject, or the performance by the Beneficiary of its obligations under the Matching Grant Agreement.

4. The Recipient shall exercise its rights under each Matching Grant Agreement in such a manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant.

5. Except as otherwise agreed in writing with the World Bank, the Recipient shall not assign, amend, abrogate or waive any Matching Grant 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 “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 (“Anti-Corruption Guidelines”).

E. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the ESMF and RPF, and to that end:

(a) If any activity under the Project would require the adoption of any Supplemental Social and Environmental Safeguards Instrument:

   (i) (A) prepare such Supplemental Social and Environmental Safeguard Instrument in accordance with the applicable ESMF or RPF; (B) furnish such Supplemental Social and Environmental Safeguards Instrument to the World Bank for review and approval; and (C) adopt such Supplemental Social and Environmental Safeguards Instrument prior to implementation of the activity; and

   (ii) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Supplemental Social and Environmental Safeguards Instrument; and

(b) if any activity under the Project would involve Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under the RAP, including, in the case of displacement, full payment to Affected Persons of compensation and other assistance required for relocation, have been taken.
2. Without limitation to its other reporting obligations under this Agreement and under Section 2.06 of the Standard Conditions, the Recipient shall, include in the Project Reports referred in Section II.A of this Schedule adequate information on the implementation of the abovementioned Safeguards Instruments and any Supplemental Social and Environmental Safeguards Instrument, giving details of:

(a) measures taken in furtherance of such Supplemental Social and Environmental Safeguard Document;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Supplemental Social and Environmental Safeguard Document; and

(c) remedial measures taken or required to be taken to address such conditions.

F. Annual Work Plans and Budgets

1. Each year the Recipient shall prepare and submit to the Steering Committee and then to the World Bank for approval, a draft annual work plan and budget for the Project, for each subsequent year of Project implementation, of such scope and detail as the World Bank shall have reasonably requested.

2. The Recipient shall furnish to the World Bank, as soon as available, but in any case not later than November 30 of each year, the annual work plan and budget for its review and approval; except for the annual work plan and budget for the first year of Project implementation which shall be furnished no later than one (1) month after the Effective Date. Only the activities included in the annual work plan and budget expressly approved by the World Bank ("Annual Work Plan and Budget") are eligible to a financing from the proceeds of the Grant.

3. Training shall be carried out on the basis of the Annual Work Plan and Budget which shall, inter alia, identify: (a) particulars of the training envisaged; (b) the personnel to be trained; (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 World Bank's prior approval.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

4. The Recipient shall, not later than four (4) months after the Effective Date, recruit an external auditor at the PIU, with terms of reference satisfactory to the World Bank, in accordance with the provisions of Section III of this Schedule.

5. The Recipient shall, not later than two (2) months after the Effective Date, recruit an assistant accountant in both implementing units, the PIU and the Maison de l'Entreprise, with terms of reference satisfactory to the World Bank, in accordance with the provisions of Section III of this Schedule.

7. The Recipient shall, not later than four (4) months after the Effective Date, recruit an internal auditor at the Maison de l'Entreprise, with terms of reference satisfactory to the World Bank, in accordance with the provisions of Section III of this Schedule.
Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, non-consulting-services, works and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:


   (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank 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 Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, non-consulting services and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Non-consulting Services and Works. The following methods, other than International Competitive Bidding, may be used for procurement of goods, non-consulting services and works for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding, subject to the use of bidding document acceptable to the World Bank; (c) Shopping; (d) Direct Contracting; (e) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the World Bank; and (f)
Community Participation procedures which have been found acceptable to the World Bank.

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 assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least-Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

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

Section IV. **Withdrawal of Grant Proceeds**

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may 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 World Bank 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 Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
### Percentage of Amount of the Expenditures to be Grant Allocated Financed

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting-services, works, consultants' services,</td>
<td>214,923</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs and Training under Part 2.A of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Matching Grants under Part 2.B of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, non-consulting-services, works, consultants' services,</td>
<td>1,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs and Training under Parts 1A(a) and 3 of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Goods, works, non-consulting-services, consultants' services,</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs and Training under Parts 1.A (b) and (c), 1.B, 2.C and 2.D of the Project</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT** 1,614,923

**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) under Category (2) unless and until the Recipient has adopted the Subproject Manual in a manner satisfactory to the World Bank.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is March 29, 2019.
APPENDIX

Section I. Definitions

1. "Administrative, Accounting and Financial Procedures Manual" means the manual adopted by the Recipient for the implementation of the Recipient’s Competitiveness and Growth Support Project described in the Financing Agreement dated July 5, 2012, between the Recipient and the Association (Credit Number 5132-NE), to be updated for the purpose of this Project.

2. "Affected Persons" means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and “Affected Person” means any of the Affected Persons.

3. “ANIPEX” means Agence Nigérienne de Promotion des Exportations (ANIPEX), an association established among its members and operating in accordance with its governing documents (statuts) and the Recipient’s decision (arrêté) no. 078/MI/D/DGAPJ/DLP dated March 6, 2006.

4. “Annual Work Plans and Budgets” means the annual work plans and budgets for the implementation of the Project approved by the World Bank, referred to in Section I.G of Schedule 2 to this Agreement.

5. “Beneficiary” means a legal entity which meets the eligibility requirements of Section I.C.1(a) of Schedule 2 to this Agreement and to which the Recipient has proposed to extend and extended a Matching Grant for a Subproject.

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


8. “Environmental and Social Management Framework” and “ESMF”, each means the Recipient’s framework, dated July 22, 2015, disclosed in country on July 24, 2015, and at the World Bank’s Infoshop on July 28, 2015 in form and substance satisfactory to the World Bank, setting out modalities for environmental screening.
and procedures for the preparation and implementation of ESMPs, and such term includes all schedules and annexes to the ESMF; as such ESMF may be amended from time to time with the prior written approval of the World Bank.

9. "Environmental and Social Management Plan" and "ESMP" means the plan to be prepared by the Recipient, in accordance with the procedures and requirements under the ESMF and referred to in Section I.E of Schedule 2 to this Agreement, defining: (a) the measures to be taken during the implementation of a particular activity to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as such ESMP may be amended from time to time with the prior written approval of the World Bank; and "ESMPs" means more than one such ESMP.


12. "Matching Grant" means a grant made or to be made by the Recipient to a Beneficiary out of the proceeds of the Grant for a Subproject.

13. "Matching Grant Agreement" means the agreement between the Recipient and a Beneficiary providing for a Matching Grant.

14. "MSME" means micro, small and medium enterprises.

15. "OHADA" means Organization for the Harmonization of Business Law in Africa established pursuant to the Treaty on the harmonization of the business law in Africa, signed on September 17, 1993, in Port-Louis, Republic of Mauritius as further amended in Quebec, Canada on October 17, 2008.

16. "OHADA Entreprenant Regime" means a new simplified regime for small businesses adapted by OHADA.

17. "Operating Costs" means the incremental expenses incurred by the PIU and by Maison de L'Entreprise based on the Annual Work Plans as approved by the World Bank, on account of Project implementation, management, and monitoring and evaluation, including the reasonable costs for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media
expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.

18. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated August 4, 2015, 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.


20. "Project Implementation Manual" means the manual to be prepared and adopted by the Recipient setting forth, inter alia, the detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) environmental and social safeguards management; and (c) monitoring and evaluation, reporting and communication.

21. "Project Implementing Unit" or "PIU" means the unit referred to in Section I.A.2 of Schedule 2 to this Agreement established by the Recipient for the implementation of the Recipient’s Competitiveness and Growth Support Project described in the Financing Agreement dated July 5, 2012, between the Recipient and the Association (Credit Number 5132-NE).

22. "Resettlement Action Plan" and "RAP", each means a resettlement action plan to be prepared and implemented in accordance with the RPF and pursuant to provisions of Section I.E of Schedule 2 to this Agreement, defining, for a particular activity, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the RAP, as such plan may be revised from time to time with prior approval of the World Bank; and "RAPs" means more than one such RAP.

23. "Resettlement Policy Framework" or "RPF" means the Recipient’s framework dated July 23, 2015, and disclosed in country on July 24, 2015, and at the World Bank's Infoshop on July 28, 2015, setting forth the modalities for resettlement and compensation of Affected Persons under the Project and procedures for the preparation and implementation of RAPs, and such term includes all schedules and annexes to the RPF; as such RPF may be amended from time to time with the prior written approval of the World Bank.
24. "Safeguard Document" means, the ESMF and the RPF; and "Safeguards Instrument" means any one of such instruments.

25. "SME" means small and medium enterprises.

26. "Steering Committee" means Comité de Pilotage referred to in Section I.A.1 of Schedule 2 to this Agreement as established through the Recipient’s Arrêté n° 000024/MP/AT/DC portant création, attribution, fonctionnement et composition du Comité de Pilotage du Projet d’Appui à la Compétitivité et à la Croissance (PRACC) dated May 10, 2012.

27. "Subproject" means a set of activities to be carried out by a Beneficiary, financed or to be financed from the proceeds of a Matching Grant, in accordance with Section I.C of Schedule 2 to this Agreement.

28. "Subproject Manual" means the manual for the implementation of the Subprojects to be adopted by the Recipient in accordance with Section I.B.3 of Schedule 2 to this Agreement and in a manner satisfactory to the World Bank.

29. "Supplemental Social and Environmental Safeguard Documents" means any ESMP, RAP, or other supplemental social and environmental safeguard documents as required under the terms of any of the ESMF or RPF.

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