OFFICIAL DOCUMENTS

GRANT NUMBER D0880

Financing Agreement

(Statistics Development Project)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated Oct 27th, 2015
GRANT NUMBER D0880

FINANCING AGREEMENT

AGREEMENT dated 06-27-2015, 2015, entered into between DEMOCRATIC REPUBLIC OF CONGO (“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 thirty-two million Special Drawing Rights (SDR 32,000,000) (variously, “Grant” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).

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

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

2.04. The 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 objective of the Project. To this end, the Recipient shall carry out the Project through its Ministry of Planning and shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

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of the following, namely that the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project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

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely that the Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.

5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.

5.03. The Effectiveness Deadline is the date 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 its minister in charge of finance.

6.02. The Recipient's Address is:

Ministry of Finance
*Boulevard du 30 Juin - Commune de la Gombe*
Kinshasa 1
Democratic Republic of Congo

Email: cabfinances@minfinrdc.com

Tel.: +243 82 58 52 240

6.03. The Association's Address is:

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

Cable:        Telex:        Facsimile:
INDEVAS       248423 (MCI)  1-202-477-6391
Washington, D.C.
AGREEED at Kinshasa, Democratic Republic of Congo, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By

Authorized Representative

Name: Henri YAV NULANG
Title: Ministre des Finances

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Ahmadou Kouta Bendiele
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to strengthen the capacity of the Recipient’s National Statistical System to produce and disseminate core economic and social statistics.

The Project consists of the following parts:

Component 1: Data Production, Dissemination and Use to Strengthen the Statistical Infrastructure for Poverty and Economic Monitoring

Support the Recipient to implement a program of activities designed to improve the statistical infrastructure, and the quality and timeliness of national accounts statistics, agriculture statistics, and poverty and inequality statistics produced by the National Statistical System as well as support the dissemination and use of statistical information.

1.1. Cartography of the Population and Housing Census: Support the Recipient to carry out the cartography of the population and the housing census by filling out the financing gap for said cartography and census while providing technical assistance to the Project Implementing Entity and BCR.

1.2. System of Surveys on Household Living Conditions: Poverty, Inequality and Jobs: Support the Recipient to carry out surveys, complete integrated LSMS-ISA Surveys, promote analysis of micro-data, production and dissemination of said data through trainings, knowledge products, and technical assistance in order to inform and stimulate public debate on evidence-based policy making.

1.3. Agriculture Census and Surveys: Support the Recipient to: (a) develop a master frame for a sample-based agricultural census; (b) collect information on the sampled farmers through a basic questionnaire based on international standards; (c) develop the baseline for defining the sample frame from which national agriculture surveys will be conducted annually (d) disseminate the agricultural census results; (e) make unit record data publicly available; (f) organize one annual agricultural production survey the year following the agriculture census; and (g) lay the groundwork for the implementation of a national agricultural information system.

1.4. National Accounts Statistics: Support the Recipient to: (a) produce and analyze complementary data on businesses to update key macroeconomic aggregates; (b) promote analysis of macro-data through trainings and technical assistance to the Direction of Macroeconomic Studies (DEME); (c) produce and disseminate knowledge products to inform policy decision; (d) improve the production and timeliness of national accounts with the new data sources coming from the household’s surveys, the agriculture census and the business census and update the
supply and use tables to rebase the Recipient’s GDP; (e) ensure sustainability of national accounts production, business sampling, and industrial production indices; and (f) develop input-output tables and satellite accounts and their use for policy analysis.

1.5. **Information Technology and Equipment for Data Production and Diffusion:** Support the Recipient to upgrade the NSS statistical and IT infrastructure and data management systems for data production activities through: (a) the acquisition and maintenance of computer hardware, data management systems, and other equipment needed to collect, analyze, and disseminate data; (b) the development of a web-based data portal for access to National Statistical System data for policy making, commercial, or research purposes; (c) the establishment of an electronic archive to allow users to access micro-data while protecting the privacy of survey respondents; and (d) the development of the connectivity and data transfer technology between the Project Implementing Entity’s headquarter and its decentralized offices.

**Component 2: Human Resources Development and Management**

Support the Recipient to create an enabling environment for the National Statistical System to produce and disseminate reliable statistics by attracting and retaining qualified statisticians through an effective system for human resources development and management.

2.1. **Staffing and Human Resources Policies:** Support the Recipient to complete review and redrafting of existing human resources policies in order to align those to the specific legal framework of the Project Implementing Entity and prepare a strategic staffing plan supported by a set of adapted guidelines for recruitment, career management, job mobility in a decentralized environment through: (a) technical assistance for the organizational and functional review of the Project Implementing Entity to establish skills needs; (b) technical assistance in drafting an operational policy manual for the development and management of human resources, aligned with the Project Implementing Entity’s legal framework and staffing strategy; (c) technical assistance in developing a 3 year staffing plan adapted to the specific needs of the Project Implementing Entity and focusing on attracting and developing a pool of qualified statisticians; (d) technical assistance in developing an accelerated “end of career framework”, and the inter-generational transition plan; (e) technical assistance in developing internal procedures and collective labor agreements, including new salary scale for the Project Implementing Entity staff; and (f) workshop activities to support the strengthening of the Project Implementing Entity capacity to plan, coordinate and negotiate with unions and staff representation for the implementation of new staff policies and protocols, including facilitation, training, and purchase of pedagogical support.

2.2. **Development of the National Statistics School:** Support the Recipient to
strengthen a national statistical school offering formal degrees in statistics, demography, applied economics and related information technology and review the training capacity of the local statistics schools through, inter alia, south-south knowledge partnerships with countries in Africa that have already invested in building statistical capacity by: (a) reviewing the statistical training curricula and drafting of syllabi and training materials for teaching applied statistics and demography; (b) carrying out an institutional assessment of and an action plan for the local statistics schools in terms of how the skills of its graduates respond to current and expected needs and where innovative learning techniques and methodology can be introduced; (c) hiring and remunerating professors (local and international) to deliver specific courses and train local trainers; and (d) acquiring material as needed to deliver courses at the national statistical school and the local statistics schools.

2.3. **Scholarship Program for Training at Regional and National Statistical and Demography Schools**: Support the Recipient to: (a) put in place a training program to allow candidates to prepare competitive examinations for admission to regional and national statistical and demography schools; and then (b) provide: (i) Scholarships; and (ii) other support to Beneficiaries allowing them to attend said pre-service training at said regional and national statistical and demography schools under conditions of committing to work with the Recipient’s National Statistical System upon graduation.

2.4. **Young Professionals Program**: Support the Recipient to put in place a young professionals program to attract and retain qualified professionals working for the National Statistical System, through the payment of YP Beneficiaries’ salaries.

2.5. **Project Management**: Support the Recipient to foster the coordination of statistical operations and strengthen the capacity of the Project Coordination Unit to implement the Project effectively and ensure day to day coordination, implementation, and management (including, fiduciary aspects, monitoring and evaluation, audits and reporting) through: (a) technical advisory services, non-consulting services, training, goods (office supplies, furniture and material), and operating costs; (b) the preparation and the use of an operational manual for the production of core statistics; and (c) the update and dissemination of the organizational charts of the National Statistical System to ease the methodological oversight role of the Project Implementing Entity in the production of core statistics.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall:

1. designate the Recipient’s Ministry of Planning, throughout the period of Project implementation, to be responsible for prompt and efficient oversight, coordination and management of the implementation of activities under the Project, and take all actions, including, the provision of funding, personnel and other resources necessary to enable said Ministry of Planning to perform said functions, as further described in the Project Implementation Manual; and

2. establish no later than one month after the Effective Date and thereafter maintain, throughout the period of Project implementation, the Project Steering Committee to provide overall strategic guidance and approve the Annual Work Program with terms of reference, composition and powers acceptable to the Association, as further described in the Project Implementation Manual.

B. Annual Work Programs

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare in collaboration with the Project Implementing Entity and furnish to the Association, a program of Project activities proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget (“Annual Work Program”).

2. The Recipient shall exchange views with and seek approval of the Association 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 Recipient and the Association

3. Only those activities which are included in an Annual Work Program shall be implemented. Notwithstanding the foregoing, the Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of the Association.
C. **Subsidiary Agreement**

1. To facilitate the carrying out of selected activities under the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement").

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect its interests and those of the Association to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

D. **Anti-Corruption**

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

E. **Project Implementation Manual**

1. The Recipient shall cause the Project to be carried out in accordance with the provisions of the Project Implementation Manual.

2. Except as the Association shall otherwise agree, the Recipient shall not amend or waive the Project Implementation Manual, or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section II. **Project Monitoring, Reporting and Evaluation**

A. **Project Reports**

The Recipient, through its Ministry of Planning and in coordination with the Project Steering Committee and the Project Implementing Entity, 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 set forth in the Project Implementation Manual and found acceptable to the Association. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than forty-five 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 to the Association as part of the Project Report not later than forty-five 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 was made under the Preparation Advance for the Project. 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) National Competitive Bidding, subject to the additional provisions referred to in subparagraph 3 below; (b) Shopping; (c) Direct Contracting; (d) Community Participation procedures which have been found acceptable to the Association; (e) Procurement from United Nations Agencies; (f) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; and (g) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the Association.

3. **Additional Provisions for National Competitive Bidding**

   National Competitive Bidding may be used subject to using the open procedure ("appel d'offres ouvert") set forth in the Recipient's Public Procurement Law No 10/010 dated April 27, 2010 (the "PPL"), and the Manual of Procedures of the PPL as per Recipient's Decree No 10/22 dated June 2, 2010 (the "Manual of Procedures"), provided however that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of Section III of the Procurement Guidelines and the additional following modifications:

   (a) **Standard Bidding Documents:** All standard bidding documents to be used for the Project under NCB shall be found acceptable to the Association before their use during the implementation of Project;

   (b) **Eligibility:** Eligibility of bidders and acceptability of their goods and services shall not be based on their nationality and/or their origin; and association with a national firm shall not be a condition for participation in a bidding process. Therefore, except for the ineligibility situations referred to in paragraphs 1.10(a)(i) and 1.10(a)(ii) of the Procurement Guidelines, the eligibility of bidders must be based solely on their qualification, experience and capacity to carry out the contract related to the specific bidding process;

   (c) **Advertising and Bid Preparation Time:** Bidding opportunities shall be advertised at least in a national newspaper of wide circulation and on the website of the Recipient's Procurement Regulator (Autorité de Régulation des Marchés Publics) and bidders should be given at least 30 days from the date of invitation to bid or the date of availability of the bidding documents, whichever is later;

   (d) **Criteria for Qualification of Bidders:** Qualification criteria shall only concern the bidder's capability and resources to perform the contract taking into account objective and measurable factors. Such criteria for
qualification of bidders shall be clearly specified in the bidding documents;

(e) **Bid Evaluation and Contract Award:** A contract shall be awarded to the substantially responsive and lowest evaluated bidder provided that such bidder meets the qualification criteria specified in the bidding documents. No scoring system shall be allowed for the evaluation of bids, and no "blanket" limitation to the number of lots which can be awarded to a bidder shall apply. The criteria for bid evaluation and the contract award conditions shall be clearly specified in the bidding documents;

(f) **Preferences:** No preference shall be given to domestic/regional bidders; to domestically/regionally manufactured goods; and to bidders forming a joint venture with a national firm or proposing national sub-contractors or carrying out economic activities in the territory of the Recipient;

(g) **Publication of Contract Award:** Information on all contract awards shall be published in at least a national newspaper of wide circulation or in the Recipient’s Procurement Regulator (**Autorité de Régulation des Marchés Publics**) web-site;

(h) **Fraud and Corruption:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association’s policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines;

(i) **Inspection and Audit Rights:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association’s policy with respect to inspection and audit of accounts, records and other documents relating to the bid submission and contract performance;

(j) **Requirement for administrative documents and/or tax clearance certificate:** The bidding documents shall not require foreign bidders to produce any administrative or tax related certificates prior to confirmation of awarding a contract; and

(k) **Modifications of a Signed Contract:** Any change in the contract amount which, singly or combined with all previous changes, increases the original contract amount by fifteen percent (15%) or more must be done through an amendment to the signed contract instead of signing a new contract.
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) Quality-based Selection; (d) Selection under a Fixed Budget; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; (g) Single-source procedures for the Selection of Individual Consultants; and (h) Selection of United Nations Agencies.

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 Grant 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 Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed by the Grant (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants' services, Operating Costs, Training and Workshops for Components 1.2, 1.3, 1.4, 1.5, 2.1, 2.2, 2.3(a), 2.3(b)(ii) and 2.5 of the Project</td>
<td>15,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants' services, Operating Costs, Training and Workshops for Components 1.1 of the Project</td>
<td>9,900,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Scholarship under Component 2.3(b)(i) of the Project</td>
<td>800,000</td>
<td>100% amounts disbursed, payable under the respective Scholarships</td>
</tr>
<tr>
<td>(4) Young Professionals Program under Component 2.4 of the Project</td>
<td>1,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Refund of Preparation Advance</td>
<td>4,300,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>32,000,000</strong></td>
<td></td>
</tr>
</tbody>
</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 under Categories (1) through (4) prior to the date of this Agreement;

   (b) for payments made under Category (2) unless the Association has received: (i) a detailed program of activities for the cartography of the population and the housing census issued by BCR; and (ii) evidence that the total budget for the cartography of the population and the housing
census has been secured by BCR, all in form and substance satisfactory to the Association.

(c) for payments made under Category (3) unless a list of Beneficiaries for the Scholarship Program under component 2.3 of the Project has been provided to the Association in form and substance satisfactory to the Association, including, *inter alia*, the verification of the qualifications of said Beneficiaries and the adequacy with the procedures and criteria established in the Project Implementation Manual.

(d) for payments made under Category (4) unless: (i) the Association has received evidence that a director general of the Project Implementing Entity has been confirmed in form and substance satisfactory to the Association; and (ii) a list of the YP Beneficiaries for the Young Professionals Program under component 2.4 of the Project has been provided to the Association in form and substance satisfactory to the Association, including, *inter alia*, the verification of the qualifications of said YP Beneficiaries and the adequacy with the procedures and criteria established in the Project Implementation Manual.

2. The Closing Date is December 31, 2020.

Section V. Other Undertakings

1. By July 31, 2018, or such other date as the Association shall agree upon, the Recipient, through its Ministry of Planning shall: (a) carry out, jointly with the Project Implementing Entity, the Project Steering Committee and the Association, a mid-term review of the implementation of the Project, which shall cover the progress achieved in the implementation of the Project; and (b) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Association.

2. Not later than six (6) months after the Effective Date, and every semester thereafter, the Recipient shall carry out jointly with the Project Implementing Entity, the Project Steering Committee and the Association, a monitoring and evaluation workshop which shall cover the progress achieved in the implementation of the Project; and offer opportunities for discussions, learning and improvement of Project implementation.

3. Not later than one (1) month after the Effective Date, the Recipient shall adopt the Project Implementation Manual, in form and substance satisfactory to the Association.

4. Not later than four (4) months after the Effective Date, the Recipient shall hire independent auditors for the Project with terms of reference, qualifications and
experience satisfactory to the Association and in accordance with Section III of this Schedule, in form and substance satisfactory to the Association.

5. Not later than twenty-four (24) months after the Effective Date, the Recipient shall establish the INS Scientific Council and the National Council for Statistics, all in form and substance satisfactory to the Association.
APPENDIX

Definitions


2. “Annual Work Program” means the annual work program to be prepared by the Recipient, through the Project Coordination Unit not later than November 30 in each calendar year during Project implementation.

3. “BCR” means Bureau Central du Recensement, the Recipient’s Central Census Bureau, established and operating under the Recipient’s Decree No. 11/36 dated August 31, 2011 (Organisation et Fonctionnement du Deuxième Recensement Général de la Population et de l’Habitat).

4. “Beneficiary” means any or all Recipient’s officials eligible under the Scholarship Program under component 2.3 of the Project, as further detailed in the selection procedures and criteria established in the Project Implementation Manual; and “Beneficiaries” means more than one Beneficiary.

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


7. “DEME” means Direction des Études Macro-Economiques, the Directorate for Macro-Economic Studies within the administrative structure of the Recipient’s Ministry in charge of planning.

8. “GDP” means gross domestic product.


10. “INS Scientific Council” means Conseil Scientifique de l’Institut National de la Statistique, a scientific advisory body, to be established by the Recipient in form and substance satisfactory to the Association.

11. “IT” means information technology.


14. "NSS" means the Recipient's National Statistical System established and operating pursuant to the Recipient's Decree No. 05/10 dated February 11, 2010.

15. "Operating Costs" means recurrent costs of the Project: (a) operation and maintenance of vehicle, repairs, fuel and spare parts; (b) computer maintenance, including hardware and software; (c) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (d) office supplies; (d) rent and maintenance for office facilities; (e) utilities and insurances, including health insurances and health-related services; (f) travel and per diem costs for technical staff carrying out supervisory and quality control activities; and (g) salaries of support staff for the Project Steering Committee and the Project Implementing Entity, but excluding salaries of the Recipient’s civil servants.

16. "Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on July 15, 2015, and on behalf of the Recipient on July 20, 2015.


18. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated July 21, 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.

19. "Project Coordination Unit" means the coordination unit for the Project (to be) established by the Project Implementing Entity with terms of reference, composition and responsibilities acceptable to the Association as further detailed in the Project Implementation Manual, or any successor thereto.

20. "Project Implementing Entity" means the National Statistics Institute (Institut National de la Statistique) established pursuant to the Project Implementing Entity’s Legislation.

21. "Project Implementing Entity’s Legislation" means the Recipient’s Prime Minister Decree No. 090/45 dated December 3, 2009, establishing the National Statistics
Institute (Décret fixant les statuts d’un établissement public dénommé Institut National de la Statistique en sigle “INS”).

22. “Project Steering Committee” means Comité de Pilotage du Projet, the Recipient’s steering committee for the Project to be established by the Recipient with terms of reference, composition and responsibilities acceptable to the Association as further detailed in the Project Implementation Manual, or any successor thereto.

23. “Project Implementation Manual” means a manual to be adopted by the Recipient and by the Project Implementing Entity and found satisfactory to the Association and which shall contain, inter alia: (a) the terms of reference, functions and responsibilities for the members or personnel of the Ministry of Planning, the Project Coordination Unit and the role of the Project Steering Committee; (b) the procedures for procurement of goods, non-consulting services, consultants’ services, Operating Costs, Training and Workshops, as well as for financial management and audits under the Project; (c) the indicators to be used in the monitoring and evaluation of the Project; (d) flow and disbursement arrangements of Project funds; (e) the communication strategy for the Project; (f) the detailed procedures and criteria for the management of the Young Professionals Program and the Scholarship Program; and (g) the grievance redress mechanisms; as said manual may be amended from time to time with the Association’s prior approval.

24. “Scholarship” means a scholarship provided or to be provided to a Beneficiary under the Scholarship Program.

25. “Scholarship Program” means a program to be established and implemented under component 2.3 of the Project in accordance with the procedures and criteria established under the Project Implementation Manual.

26. “Subsidiary Agreement” means the agreement referred to in Section I.C of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.

27. “Workshops and Training” means workshops and training, including purchase and publication of materials and rental of facilities required therefor, course fees, study tours and travel and subsistence for participants, trainees and trainers.

28. “Young Professionals Program” means a program to be implemented by the Recipient under component 2.4 of the Project in accordance with the procedures and criteria established under the Project Implementation Manual.

29. “Young Professional Beneficiary” and “YP Beneficiary” means a selected young professional under the Young Professionals Program; and “YP Beneficiairies” means more than one YP Beneficiary.